

ANNEXURE "L"

Extract from the statement of

SAYED ABU TAHIR BIN BUKHARY

**Managing Director of SMB Group of Companies
Kuala Lumpur, Malaysia**

The following statements were made by the witness in response to questions put to him by the recording officer:

1. I am Seyed Abu Tahir Bin Buhary, and I was born on 17 April 1959.
2. My uncle, Mohamed Farouk had a business in the United Arab Emirates called B.B Enterprises. He had an association with Pakistani nuclear expert Dr. A.Q Khan which involved his business being used to receive consignments of nuclear equipment destined for Pakistan's centrifuge programme.
3. Gotthard Lerch was one of the suppliers to Pakistan but I do not know exactly what he supplied.
4. Lerch referred to me as Mi Junior and or Junior. My uncle's business acted as a forwarding agent between Pakistan and the contractors. I was young at that stage and did not play a leading role in these activities and cannot recall the activities in any precise detail.
5. I assisted my uncle in processing invoices and shipping instructions supplied by the contractors and this is why the name Junior appears on certain documents.
6. Dr Khan also used other Dubai businesses such as International Pathfinder and Al Hadwa General Trading. These businesses were operated by a Captain Choudhry.

7. In 1995, I visited South Africa with Dr Hashmi and Lerch. This was the first time for me to meet Gerhard Wisser as we visited his business. Dr Hashmi was an important member of both the Khan Research Laboratory and the Karachi Peoples Steel Mills.
8. As I am not an engineer I did not pay any attention to the discussions but remember a visit to a factory where about an hours drive from Johannesburg.
9. In 1997 Libya approached Dr Khan to supply it with a gas centrifuge plant. There was a meeting in Istanbul with Dr Khan and Mohamed Matuq from Libya. I was present at this meeting.
10. Dr Khan arranged for several contractors to produce the components required for the said plant. These contractors included:
 - o Lerch, who was required to produce the gas handling unit. Lerch used Wisser as his sub-contractor. The unit would be produced in South Africa.
 - o Fred, Urs and Marco Tinner of Switzerland, who were required to produce the centrifuge components.
 - o Selim Alguadis form Turkey, who would produce inverters and other parts. Also in Turkey, was Gunes Cire, who would produce other parts.



- Peter Griffin of Gulf Technical Industries, Dubai, who was to supply workshop machines for Libya to produce centrifuge components. This was referred to as the Machine Shop.
 - All the above contractors were fully aware that the equipment that they were supplying was for the Libyan gas centrifuge programme. As Dr Khan was not technically minded he relied on Lerch for the plant. At a certain stage Dr Khan informed me that he had supplied the Libyans with plans for a non-working nuclear device. I, however, did not see them.
11. My role in the Libyan project was to merely act as the co-ordinator between Dr Khan, the Libyans and the contractors. My main contact with the Libyans was Mohamed Matuq, a senior member of the Libyan Government. I also occasionally met Karim, who was on the technical side.
12. The contractors would furnish Dr Khan with progress reports and request payments for work done. Once he had approved them he would pass the details to me for payments to be made to the contractors. I in turn would pass the details on to Mohamed Matuq.
13. In some cases the Libyans made payments directly to the contractors. The contractors had opened bank accounts in various names. I recall E-Projects and JOVITE as being two of the accounts. I requested two of my friends, namely, Syed Fareed Al Habshi and Shah Hakim to allow the Libyans to deposit money into their off-shore accounts and to then transfer the money to the contractor's accounts.
14. Syed Fareed Al Habshi operated the following accounts:
- Aisha Investments in Labuan, Malaysia;



- Al-Hayat Investments in Labuan, Malaysia;
- Perfect International in Hong Kong;
- Oryx Trading in Dubai, and
- City Investment Off-Shore in Hong Kong.

15. Shah Hakim operated the following accounts:

- Shorthill Capital in Labuan, Malaysia;
- Shahzenin in Singapore, and
- Zen Resources.

16. The Libyans sometimes made use of Banks in Lebanon.

17. Lerch received approximately 55 million in German currency. Out of this he had to pay his sub-contractors and the rest was his profit made. Lerch would supply Dr Khan with progress reports and payment schedules. I met Wisser once or twice in Dubai when he was present with Lerch and engaged in this project.

18. I have been shown CREDIIT SUISSE bank deposit SWIFT's relating to the account E-Projects which show deposits into the account by:

- Hussain Mohammed Musaddi, attached hereto as **Annexure "A"**;
- Al Hayat Investment LTD, attached hereto as **Annexure "B"**;



- City Investment Offshore LTD, attached hereto as **Annexure "C"**;
 - Shorthill Capital Limited, attached hereto as **Annexure "D"**, and
 - National for Industrial Safety Libya, attached hereto as **Annexure "E"**.
19. Hussain Mohammed Musaddi was my employee and I instructed him on Lerch's request to make deposits into the E-Projects account. Annexure "E" reflects a direct deposit by the Libyans and **Annexures "B"**, **"C"** and **"D"** depicts deposits made from my two friends' accounts.
20. Dr Khan required the rotors for the centrifuges to be produced and he asked Lerch to look into this aspect for him. Peter Griffin had bought two flow-forming machines from a Spanish company for the machine shop. These machines did not have mandrels. The machines had been delivered to Gulf Technical Industries, Dubai. Lerch asked me to request Peter Griffin to have the one machine shipped to South Africa. Peter arranged for the value of the machine to be undervalued for customs purposes. The rotor project was unsuccessful (they did not have the experience, the raw material nor a mandrel) and the machine was returned to Gulf Technical Industries. The other machine was sent directly to Libya. The machine that initially went to South Africa was thereafter sent to Malaysia for Urs Tinner to also make rotors. This project was also unsuccessful and the machine was returned to Dubai and I then sent it on to Libya. The machine was never used before being sent to Libya.



21. The gas handling unit required a number of valves. Lerch requested me to arrange with the Tinnens for one sample valve to be sent to South Africa. The other valves were either delivered to my company, Desert Electrical, and sent on to Libya or remained in Switzerland. I had been shown three telefaxes which are attached hereto as **Annexures "F", "G" and "H"**. These are addressed to "Junior" of "Dubai City" with the fax number "09971-4-2235425". This is my fax number. I received the faxes and passed them on to the Tinnens who had to supply the valves.
22. Lerch arranged for two Libyans to visit South Africa to inspect the gas handling unit but I do not know who these Libyans were. Lerch also arranged for two South Africans to travel to Turkey to inspect the equipment being manufactured by Selim Alguadis.
23. Attempts were made to explore the possibility of exporting the gas handling unit via Mozambique and Zimbabwe. It was also decided to declare the gas handling unit as a water-purification plant. The Libyans had identified the Contracting and Trading Organization of Amman in Jordan to receive the unit and to deliver it to Libya. I have been shown "CONTRACT NO. 2001/4001", which is attached hereto as **Annexure "I"**. The name "Prof Jabir", on the contract, appears as being that of the President of the organization. The "SMB COMPUTERS" business card, however, is one of my old business cards. My signature does not appear anywhere on the contract.

- 24. After the BBC CHINA incident the Libyans withdrew and I have had no further contact with Dr Khan, Lerch or Wisser. Wisser was the only South African that I can recall ever meeting in respect of the Libyan project.

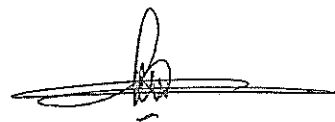
- 25. This statement was read back to me. I understand the nature of the statement made by me and do not wish to make any changes, corrections nor any addition thereto.

Dated 7 June 2006.

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Deponent



Recording Officer



CREDIT
SUISSE

1

BA (42)

A

Out.addr./FDSN: AZ90A /257870
MT/Date/Time : MT100 15.06.01 10:39
Currency : EUR
Amount/par/nbr: 115000,67
VALUE DATE : 15.06.01

Sender : CHASDEFXXX
Chase Manhattan Bank AG
Frankfurt am Main

CIF number: 0835-0997914-9

INPUT FROM SWIFT

HEADERS FOICRESCHZZA80A0414650632
01001039010615CHASDEFXCXXX02133118910106151059N
108:000159CB0366296

- :20: P3215921 870 1
- :32A: 010615EUR115000,67
- :50: NAME, HUSSAIN MOHAMMED MUSADDI
P O BOX PASSPORT NO. A 1217173
TEL, PATNA
FAX, INDIA
- :52D: ROYAL BANK OF CANADA
TORONTO
- :53A: CHASDEFX
- :54A: DEUTDEFF
- :57D: BK HOFMANN A.G., ZURICH ,AS
POSTFACH 5188
ZURICH SWITZERLAND
- :59: /17244
BK HOFMANN A.G., ZURICH ,AS
POSTFACH 5188
E. PROJECTS
- :70: /CHG/BEN/
ATTN. MR. CORNEL VERHAAK AND
MR. JEAN PIERRE FERDRELLI
- :71A: BEN
- :72: /DCMT/DEM27ADD70/06/CHASDEFXXX/

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LAURENDRUS
2005-02-14
PRETORIA
S.A. ...

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**CREDIT
SUISSE**

Out. addr./FOSN: AZ90A /470076
MT/Date/Time : MT100 28.06.01 13:00
Currency : DEM
Amount/pair/nbr: 610000,
VALUE DATE : 29.06.01

Sender : BOMLAEADXXX
Mashraqbank PSC
Dubai

CIF number: 0855-0988020-7

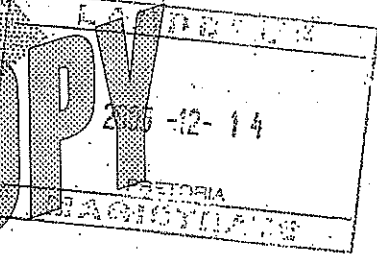
Unrecorded Mark *CM* *18/07/2001*
5
B.B. (a)

B.B.

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0100150001062860MLAEADXXX33515871890106281300N
:20: 331923908/R56274
:32A: 010629DEM610000,
:50: AL HAYAT INVESTMENT LTD
:53A: DRESDEFF
:54A: DRESDEFF
:57D: BANK HOFMANN
GENEVA CH
SWIFT HOFMCHZZ
:59: /17244
E PROJECTS
:71A: BEN

INPUT FROM SWIFT

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B

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BB 60

C

CREDIT SUISSE

Out addr./FOSN: AZ90A /841672
MT/Date/Time : MT100 14.04.03 12:56
Currency : EUR
Amount/par/nbr: 106692,
VALUE DATE : 14.04.03

Sender : DENTDEFFXXX
Deutsche Bank AG
Frankfurt

CIF number: 0835-0927957-0

INPUT FROM SWIFT

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100:801KIS0504149650

:20: 001KIB0304143635

:32A:030414EUR106692,

:50: CITY INVESTMENT OFFSHORE LTD
781068330

:52A:DBKHKHH

:57A:HOFMCHZZ

:59: /17244

E PROJECTS

:70: EUR 106.792,00 LESS OUR CHARGES

:71A:BEN

:72: /TELE/

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CREDIT SUISSE

Out. addr./FDSN: AZ90A /597919
MT/Date/Time : MT100 18.03.02 10.48
Currency : CHF
Amount/par/nbr: 302915,
VALUE DATE : 19.03.02

Sender : BBMBMYKAXXX
Bumiputra-Commerce Bank (L) Ltd
Labuan

CIF number: 0835-0902227-8

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01001748020318BBMBMYKAXXX46240311950203181048N
108:XXXXX

- :20: FT0207700021
- :32A: 020319CHF302915,
- :50: SHORTHILL CAPITAL LIMITED
C-0 SUITE 10.2 AND 10.3, 10TH FLOOR
WISMA CHASE PERDANA, OFF JLN
SEMANTAN, DAMAN, HEIGHTS, 50490 KL
- :53B: /D/0835-902227-83
- :56A: CRESCHZZB0A
- :57A: HOFMCHZZ
- :59: /17244
EPROJECTS
- :70: FT LTR DD 14/3/02
- :71A: BEN
- :72: /BNF/ATTN: MR. CORNEL VERMAAK
//MR. JEAN-PIERRE FERORELLI

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AMEND NO
2009-12-14
PERITORIA
BAHAGIAN



14/09/2004 15:35

VANDENSTRAAT C/M 8/10/2004

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BB 641

NO:

E

**CREDIT
SUISSE**

Out addr./F05N: A290A /396888
MT/Date/Time : MT100 07.05.02 13:37
Currency : CHF
Amount/par/nbr: 336461,
VALUE DATE : 09.05.02

Sender : LAFBLYLTXXX
Libyan Arab Foreign Bank
Tripoli

CIF number: 0835-0990029-1

INPUT FROM SWIFT

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108:11413
:20: FT0212731526
:32A: 020509CHF336461,
:50: NATIONAL FOR INDUSTRIAL SAFTY LIBYA
:53B: /D/990029-13-3
:57D: CRSCHZZ80
:59: /17244
EPROJECTS
:71A: BEN

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PRETORIA
2005-12-14

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W I

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F

TELEFAX

Fax N° 09971-4-2235425

For Attention: Junior

Date: 24-07-2001

Dubai City

Dear Mr. Junior !

The following are standard external diameters of locally readily available seamless stainless steel pipes.

Valve Connection diameters should match pipe diameters as follows:

NOMINAL DIAMETERS		PIPE OUTSIDE DIAMETER	PIPE WALL THICKNESS
VALVES	PIPES		
DN16	DN15	21.34 mm	2.11 mm
DN20	DN20	26.67 mm	2.11 mm
DN25	DN25	33.40 mm	2.77 mm
DN35	DN40	48.26 mm	2.77 mm
DN50	DN50	60.32 mm	2.77 mm
DN63	DN65	73.02 mm	3.05 mm

Most urgently required are full valve specifications and data sheets.

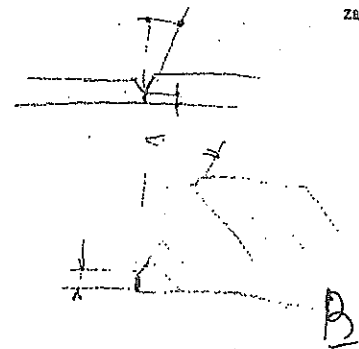
Regards

PLEASE SPECIFY:



zatG1yea8mp3

~~JAM-FINTRADE~~



A

B

W 2

G

TELEFAX

Fax N° 09971-4-22 35 425

For Attention: Junior

Date: 17-Aug-2001

Dubai City

Dear Mr. Junior !

Attached information as requested.

Regards

JAM - FINTRADE

COURT COPY





zaGd9ga0T5x2

A

W3

H

TELEFAX

Fax N° 09971-4-2235425

For Attention: Junior

Date: 24-August-2001

Dubai City

Dear Mr. Junior!

Urgently require detailed valve specifications.

Regards

JAM-FINTRADE

COURT COPY

D



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- 21.0 COMPLETE ORDER
- 22.0 LANGUAGES AND UNITS
- 23.0 TAXES, DUTIES AND FEES
- 24.0 WHOLE CONTRACT

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CONTRACT NO. 2001/4001

HIGH PURIFICATION WATER TREATMENT PLANTS JORDAN

1. DEFINITIONS

For the purpose of this contract and all other documentation issued during the project, the following definitions shall apply:

- Whenever reference is made to "Project Manager" or "Managing Contractor", it shall mean "the Client."
- Whenever reference is made to "Engineering Services Company" or "the manufacturing engineering cc", it shall mean Tradefin Engineering cc .
- Whenever reference is made to "Supplier", it shall mean all the various suppliers that supply equipment and/or materials to Tradefin Engineering cc for this project, as sub-contractors.
- Whenever reference is made to "Sub-Contractors" or "Installation Contractors", it shall mean all the various sub-contractors that are being employed by Tradefin Engineering cc to complete this project.
- Whenever reference is made to "The Specification", it shall mean the entire scope of technical specifications, data sheets, sketches, drawings, descriptions and so forth, all of which has been handed over to Tradefin Engineering C.C. during the course of the last six (6) months.

2. PURPOSE OF CONTRACT

This contract is entered into between The Client (Managing Contractor) and Tradefin Engineering C.C. for the design, manufacturing and supply of five Water Treatment plants to Jordan.

3. CONTRACT BASIS

The basis of the Contract is:

Lump Sum, Turnkey. No escalation of labour and/or material is permitted. – Rate of Exchange variation shall apply only in some selected cases.

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CONTRACT NO. 2001/4001

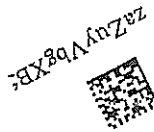
FOR

THE DESIGN,
CONSTRUCTION, WORKS
TESTING, PACKING,
DELIVERY AND SUPPLY
TO JORDAN

COURT COPY

FIVE (5)

HIGH PURIFICATION WATER
TREATMENT PLANTS



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This Contract is
concluded between
the parties

Messrs. TRADEFIN ENGINEERING C.C.

of

Vanderbijlpark

In the Republic of South Africa

and

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Messrs. Contracting and Trade Organisation

of

AMMAN

in Jordan

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- 22.0 LANGUAGES AND UNITS
- 23.0 TAXES, DUTIES AND FEES
- 24.0 WHOLE CONTRACT

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CONTRACT NO. 2001/4001**HIGH PURIFICATION WATER TREATMENT PLANTS
JORDAN****1. DEFINITIONS**

For the purpose of this contract and all other documentation issued during the project, the following definitions shall apply:

- Whenever reference is made to "Project Manager" or "Managing Contractor", it shall mean "the Client."
- Whenever reference is made to "Engineering Services Company" or "the manufacturing engineering cc", it shall mean Tradefin Engineering cc.
- Whenever reference is made to "Supplier", it shall mean all the various suppliers that supply equipment and/or materials to Tradefin Engineering cc for this project, as sub-contractors.
- Whenever reference is made to "Sub-Contractors" or "Installation Contractors", it shall mean all the various sub-contractors that are being employed by Tradefin Engineering cc to complete this project.
- Wherever reference is made to "The Specification", it shall mean the entire scope of technical specifications, data sheets, sketches, drawings, descriptions and so forth, all of which has been handed over to Tradefin Engineering C.C. during the course of the last six (6) months.

2. PURPOSE OF CONTRACT

This contract is entered into between The Client (Managing Contractor) and Tradefin Engineering C.C. for the design, manufacturing and supply of five Water Treatment plants to Jordan.

3. CONTRACT BASIS

The basis of the Contract is:

Lump Sum, Turnkey. No escalation of labour and/or material is permitted. – Rate of Exchange variation shall apply only in some selected cases.

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4. OFFICIAL NAME AND LOCATION

The official name of the project is:
High Purification Water Treatment Plants. According to the Project Manager,
the plants shall be installed and operated in Jordan.

5. SCOPE OF SUPPLY.

5.1 BASIS OF DESIGN

The basis of the design is the Process and basic design information received from the Client. The approved P&ID's and Plot Plans will form the Basis for the Scope of Work.

Tradefin Engineering C.C. shall not be held liable for the correctness or suitability of the process information and the Entire Specification, supplied by the Client, or any decisions made based on the basis of this process and plant information.

5.2 TECHNICAL SCOPE OF SUPPLY

The plant that is the subject of this contract consists of:

5.2.1 Five off Skid mounted high purification water plants.

Each unit will be mounted in 3 frames.

It will consist of the following items:

- Heat Exchangers,
- Regeneration facilities,
- Storage Tanks,
- Water pumps,
- Vacuum Stations,
- Valving,
- Piping,
- PLC Control unit,
- Heating & Cooling Systems,
- Basic Instrumentation,
- Pre-assembly skids.

ZAKA ST I W S L U C



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5.2.2. Distribution piping systems

Five piping systems, each consisting of 120 distribution pipe spool sections.

5.3 Technical Data:

The plant shall produce a net flow of 8 m³/h at 3 bar outlet pressure.
The quality of the treated water shall be:-

Conductivity	Less than 2.0 u s/cm at 20 C
Total silica	Less than 0.05 mg/ltr as SiO ₂
Total dissolved solid	Less than 0.5 mg/ltr inclusive silica

5.4 Supplementary notes:

5.4.1 The Battery Limits of the plants are:

- a) Feedwater inlet 65 mm NB flanged to BS 4504 Table 16/3
 Water Flow, service filter washing 16 m³/h at 30 mtrs
 20 m³/h at 20 mtrs
- b) Demineralised water outlet 40 mm NB flanged to BS 4504 Table 16/3
 Water Flow 6 m³/h at 20 mtrs
- c) Clean process air 40 mm NB flanged to BS 4504 Table 16/3
 Air required 2 m³/min at 2 bar
- d) Demineralised water for plant regeneration 40 mm NB flanged to BS 4504 Table 16/3
 Water Flow 2 m³/h at 5 bar
- 5.4.2 All pressure vessels shall be designed to BS 5500 but not coded. Data books including QCP's shall be provided for each pressure vessel.
- 5.4.3 All atmospheric vessels and tanks shall be designed to BS 5500 and BS 2654 but uncoded. Data books including QCP's shall be provided.
- 5.4.4 All piping shall be stainless Steel 304L.
- 5.4.5 All valves shall be Globe Valves.
- 5.4.6 QA & QC will in accordance to ISO 9001.
- 5.4.7 Detail layout drawings will be prepared. General Arrangement drawing for units will be supplied.



5.5 SPARE PARTS

The agreed project pricing does not include for any spare parts. The manufacturing engineering company will, however, recommend spare parts to facilitate easy maintenance and reduce downtime.

6. ORGANISATION AND PERSONNEL

The detailed Engineering, procurement, expediting, inspection and accounts will be the responsibility of Tradefin Engineering cc.

The Engineering will be executed at Tradefin Engineering cc Works in Vanderbijlpark. Tradefin will execute the remainder of the project tasks at their Head Office, which is located in the same building. Tradefin will however remain the responsible party and all orders, correspondence etc. will be directed to Tradefin.

7. AGREED PRICING & PAYMENT SCHEDULE

The agreed pricing for the Scope of Work as detailed in the specification is as follows:

R 6.664.463-00 excl VAT (Six Million Six Hundred and Sixty-four Thousand Four Hundred and Sixty-three Rand only, excluding value added tax).

This is the final, fixed and firm price for the work as detailed in the Scope of Work in the specification and no discounts or price reductions or additional work will be allowed for.

Agreed Payment Schedule:

Payment 1: - 30 % Down Payment with order, if all agreed project milestones are met.

Payment 2: - 40 % Progress Payment, if and when workshop assembly has been completed (to be witnessed by Project Manager's QA-Engineers). Target date is the middle of May, 2002.

Payment 3: - 30 % Final Payment upon shipment of the entire consignment against presentation of shipping documents, including Original Bill of Lading.

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8. PAYMENT & PRICING NOTES

All prices, payments and amounts stated in this document and in any other document pertaining to this project shall exclude value added tax (VAT).

VAT is normally charged on all amounts at the rate applicable at the time of invoice. Currently this rate is set at 14% by the authorities.

However, since this order is for Export, no VAT payments will be necessary.

9. SUCCESSFUL COMPLETION OF THE PROJECT

The project shall be deemed to be successfully completed the moment that all fabricated units and distribution piping are dispatched.

10. PROJECT DATES

Contract award date: May 2001
 Planned Project Completion date: November 2002

Due to the limited time available for the completion of the project, no lag time is available in the project program to provide for late delivery of equipment, materials or services. As a result, Tradefin Engineering cc shall not be held liable for completion of the project after the planned completion date.

Tradefin Engineering cc and its employees will, however, do everything in their power to deliver the plant by the planned completion date.

11. GUARANTEES

- Equipment & materials installed under this contract shall be covered by the standard equipment & material supplier's guarantees. The guarantees supplied by the equipment & materials suppliers shall be subject to the terms and conditions of each particular supplier.
- Tradefin shall guarantee the manufacturing of the equipment and materials for faulty workmanship for a period of 12 (twelve) months from the date of project completion. This guarantee shall be limited to the repair of the faulty workmanship and the associated engineering cost.
- Neither the equipment & material suppliers nor Tradefin Engineering cc shall be held liable for any consequential damages.

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12. PLACING OF ORDERS

Tradefin Engineering cc shall place the orders required for the completion of this contract on the various suppliers and sub-contractors without prior consent of the Client. The suppliers and sub-contractors used on this project shall be left to the sole discretion of Tradefin Engineering cc.

13. CANCELLATION OF PROJECT

If the Client should decide to cancel this project, the Client shall immediately inform Tradefin Engineering cc of this intention in writing. The Client's liability to Tradefin Engineering cc shall be limited to the capital committed at that stage. The value of the total capital committed will be supplied to the Client as part of the Progress reports that are issued from time to time. These progress reports will be backed up by photographic reports and evidence.

14. CONTRACT CHANGE PROCEDURE

Each request for a design change or request for the completion of additional work by the Client.

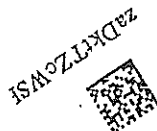
In response to each modification request from the Client, Tradefin Engineering cc shall submit to the Client, within (20) working days from receipt of the request, a change notice, containing the following information:

- A brief description of the change,
- The effect on cost budget and scheduled completion date,
- The effect on guarantees and process or utility requirements,
- The latest date by which approval to proceed can be given, without affecting scheduled completion date and
- The cost of preparing the change proposal.

Within ten (10) working days of receipt of the draft Change Notice, the Client will give his decision on incorporation of the change. Once approval has been given, a contract change order is issued to all interested parties and the payment terms and agreed pricing contained in this contract document shall be amended and signed.

Work on the requested changes / additions shall only commence after the applicable documents have been signed.

These changes / additions shall be subject to all the terms, conditions and rules of this contract.



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Tradefin Engineering cc will also raise internal Change Notices and advise the Client when they consider that any instruction received should be the subject of a Change Order.

15. CONFLICTS AND EXCEPTIONS

In the event of conflicts, the order of precedence to be given to the applicable documents shall be agreed upon as follows:

- 15.1 This Contract and the reference specifications;
- 15.2 The attachments to this contract;
- 15.3 All other project documentation.

16. MODIFICATIONS

Tradefin Engineering cc shall have the right to make detail changes to the specifications of equipment & materials supplied without consent from the Client. However, these detail changes will in no way result in a deterioration of the engineered product and/or plant.

17. DELAY OF EQUIPMENT AND / OR MATERIAL SUPPLIES BY TRADERS OR SUB-CONTRACTORS.

Due to the extremely short time available for the completion of this contract, Tradefin Engineering cc shall not be held liable for any delay in the project caused by delays in the supply of equipment, materials or services by suppliers or sub-contractors.

Tradefin Engineering cc will, however, do everything in its power to ensure that these delays do not occur and if they do occur, to schedule activities in such a way that the impact of these delays are minimised.

DELAYS CAUSED BY CLIENT

If Tradefin Engineering cc is in any way prevented to complete this project by the Client, or any of its representatives, Tradefin Engineering cc reserves the right to charge standing time.

Standing time will be charged from the time when work in the shops had to be stopped until such point in time as the work can be resumed unhindered.



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The cost per hour for standing time will be composed of the hourly rate of all Tradefin Engineering cc staff on site and the hourly standing time rate charged by all Tradefin Engineering cc's sub-contractors and/or suppliers. As soon as work is halted by any action from the client, the Client shall be informed in writing that work has been stopped and the hourly cost of the standing time.

Late payment or non-payment of invoices as per the agreed payment schedule shall be deemed a valid cause for charging standing time.

Tradefin Engineering cc shall be granted additional time to complete the project in this event. This additional time shall be composed of the time that work was halted and an additional time period to allow Tradefin Engineering cc and its sub-contractors / suppliers to resume work.

18. TITLE & RISK

Risk in the goods detailed in this contract shall pass to the Client when such goods leave the Tradefin engineering works.

Title of the goods detailed in this contract shall pass to the Client only when all payments have been made to Tradefin Engineering cc in terms of the payment schedule detailed in section 7 of this contract.

19. BREACH OF CONTRACT

If the Client should be in breach of contract by failing to comply with any one or more of the terms, conditions or sections of this contract, Tradefin Engineering cc reserves the right to withdraw from this contract by giving written notice to this effect. In this case, the client's liability shall be limited to capital committed at that stage. The value of the total capital committed will be supplied to Tradefin as part of the Progress reports that are issued from time to time. These progress reports are issued via fax and the fax transmission slip shall be deemed as proof of issue.

20. FORCE MAJEURE

In the event of Force Majeure (which term shall include, but without prejudice to the generality thereof, acts of government, war, military operations, earthquake, fire, flood, epidemic or strikes of any nature, port congestion or other transport disturbances and other circumstances beyond the reasonable control of either party) which prevents, completely or in part, the fulfilment of

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the obligations of either party under the terms, conditions or requirements of any section of this contract, the time stipulated for fulfilment of such obligations shall be extended for a period equal to that for which the Force Majeure situation endures plus a reasonable additional time period to re-establish normal working conditions on site and/or in the workshops and to resume the project.

If the Force Majeure circumstances last longer than six (6) months, either party shall be entitled to cancel this Agreement, subject, however, to the following provision:

- The Client's liability to Tradefin Engineering cc shall be limited to capital committed at that stage. The value of the total capital committed will be supplied by Tradefin as part of the Progress reports that are issued from time to time. These progress reports are issued via fax and the fax transmission slip shall be deemed proof of issue.

21. COMPLETE ORDER

This Contract shall become binding between the Client and Tradefin Engineering cc upon signature of the contract by both parties.

This contract, together with the specifications, drawings and documents referred to herein and the other documents referred to herein or attached to this document, which by this reference are all made a part hereof, constitute the entire agreement between the Parties, and all prior negotiations, proposals and writings pertaining to this contract or the subject matter thereof are superseded and supplanted hereby. Trade Custom and/or Trade Usage is superseded by this contract and shall not be applicable in the interpretation of this contract. Should there appear to be any discrepancy or ambiguity in descriptions, dimensions or quantities in the contract, the Client shall immediately submit the matter to Tradefin Engineering cc for attention, prior to signature of this contract.

The provisions of this order shall in no way limit or exclude any rights which Tradefin Engineering cc may have in terms of the common law.

22. LANGUAGES AND UNITS

- 22.1 All documents to be supplied by Tradefin Engineering C.C. to the Client and all correspondence shall be in the English language. Advance copies in the original language may, however, be sent to the Client, but they shall be followed as soon as possible thereafter by Tradefin's official translation.



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22.2 All linear dimensions on drawings shall be indicated in the metric system of measurements (System International).

23. TAXES, DUTIES AND FEES

23.1 Except to the extent expressly provided otherwise elsewhere in this CONTRACT, Tradefin Engineering C.C. shall pay when due, and the compensation set forth in the CONTRACT PRICE shall be inclusive of all taxes, duties, fees or charges of whatever nature required by any Act of Parliament in the RSA, ordinance, regulations or by-law made with lawful authority by a government, provincial, municipal, local or other authority and applicable to the performance of the WORK and this CONTRACT.

23.2 Tradefin Engineering C.C. shall pay, or cause to be paid, when due any and all payroll taxes and contributions which are measured by wages, salaries or other remuneration paid to persons employed by Tradefin Engineering C.C. or its SUB-CONTRACTORS in connection with the execution of the CONTRACT WORK or which arise by virtue of their employment and which are imposed by any government, provincial, municipal, local or other lawful authority, including such taxes or contributions in respect of annual holiday pay, unemployment insurance, industrial council levy, sick pay, provident fund, medical aid, pass fee, services levy and living-out allowances.

None of these payments or costs shall become the responsibility of the Client.

24. WHOLE CONTRACT

This Contract is the whole and entire Agreement between the parties. No other additional terms or conditions exists between the parties as documented and confirmed by the authorised signatories on the following and final page of this Contract.

15/07/2014



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ACCEPTED:

Signed this 20th day of May, 2001 at Vanderbijlpark - RSA

For and on behalf of Tradefin Engineering C.C. of Vanderbijlpark :

Signed: [Signature]
Name: Johan Meyer Designation: Technical Director

hereby stating that he is duly authorised to do so.

Witnesses:

1. [Signature]

2. [Signature]

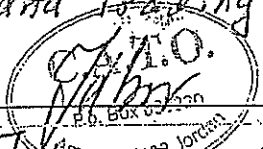
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For and on behalf of the Client:

~~COMMERCIAL AND TRADE ORGANISATION OF AMMAN IN JORDAN~~

Contracting and Trading organization of Amman in Jordan

Signed: [Signature]



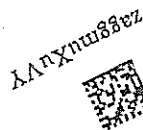
Name: Prof. Tahar Designation: President

hereby stating that he is duly authorised to do so.

Witnesses:

1. [Signature]

2. [Signature]



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e-mail: bsa@smb-computers.com
<http://www.smb-computers.com>

Junior

B.S.A. TAHRIR
Managing Director

KHALID IBN WALEED STREET, P.O. BOX: 4736, DUBAI, UNITED ARAB EMIRATES
TEL. +971 4 4476501 EXT. 311 FAX +971 4 511191

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