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8 December 2013

**By E-Mail**

M. Nava Toure  
Comite Technique de Revue des Titres  
et Conventions Miniers  
Villa 26, Cite des Nations  
B.P. 3301  
Conakry

Dear Sirs

We refer to your letter of 1 November 2013 to VBG-Vale BSGR Guinea, a copy of which we have been passed by our client, BSG Resources Limited. We refer also to your letter of 4 December 2013.

Your latest correspondence confirms the extraordinary manner in which the Technical Committee's so-called 'review process' has been conducted throughout: Without any regard for basic principles of fairness and due process, and in blatant disregard of our client's rights both under international law and Guinea's investment protection legislation.

Referring to your latest letters in turn:

**1. The Committee's 4 December 2013 Letter**

We explained our concerns about the Committee's 'review process' six months ago in our detailed letter of 4 June 2013. We explained the Committee's flawed reliance on the discredited DLA Piper / Veracity report as the source of its allegations against our client. We demanded that the Committee set out, as a matter of urgency, all evidence upon which it relies so that our client could understand and address the case against it. As regards the handful of documents which had been produced, namely

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'contracts' allegedly signed on behalf of our client, we explained the doubts that existed over their authenticity and demanded the so-called "originals" of such contracts be made available for forensic examination. All of our requests were ignored.

Having provided no response at all to our June letter, the Committee has now, just 3 working days prior to the "final hearing" it has scheduled in Conakry on 10 December, (and despite having had our request that it produce to us the evidence on which it relies for over 6 months) decided to disclose under cover of its 4 December letter "exhibits" which it is claimed supports the allegations it has made.

The manner in which the documents on which the Committee's case is based have (finally) been produced is, of course, entirely unacceptable. There is no excuse offered as to why the evidence upon which the Committee relies has been withheld until the eve of the hearing, thereby preventing BSGR from having any ability to review, to respond, or to rebut it. It appears that there is a deliberate attempt on the part of the Committee to prevent BSGR from having a fair opportunity to review or to respond to the evidence that supposedly is against it.

The "exhibits" that have been produced concern, for the most part, further copies of the alleged 'contracts' referred to in our June letter, or additional copy contracts obtained from the United States proceedings concerning Frederic Cilins. The exhibits also contain an "attestation" by Mamadie Touré (as to which see below) given in the US proceedings, rather than in the Guinean process.

It is notable that all evidence produced to date relates solely to the allegations that our client colluded with Mamadie Touré. We conclude from this that the Committee has no evidence whatsoever in support of the many other allegations it has made and in respect of which no evidence is presented. If that is correct, there is no evidential basis whatsoever for a large proportion of the allegations made by the Committee against our client and those allegations are unsupported.

As regards the Touré attestation and the allegations it is said to underpin, there is no suggestion that Mamadie Touré will be attending the hearing in Guinea to give her 'evidence' live, and the Committee has already mandated that neither BSGR (nor VBG) will be entitled at the hearing to raise any questions. All of which means that there will be no opportunity to question Mamadie Touré as to her version of events, or to test her 'evidence' which is said to support the rest of the Committee's case.

For the record, our client does not accept there is any truth whatsoever in the 'evidence' put forward in the Touré attestation. It refers to a wholly incredible and unsupported set of events and our client considers this to be an entirely concocted, self-serving statement by a witness who has previously (unsuccessfully) sought to extort money from BSGR. Her motive for making such statements as contained in her "attestation" is clear, as is her inherent unreliability.

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Taken together, the above places BSGR in an impossible position, where it is – somehow – required to respond to allegations by 10 December where (i) 'evidence' relied on in supposed support of (some of) those allegations has been withheld until days before that deadline; (ii) it remains unclear whether this is the entirety of the evidence that is put forward against BSGR or not; (iii) it is clear that a large proportion of the allegations now appear to be (admittedly) unsupported and therefore, we assume, are not pursued; and (iv) in respect of the 'evidence' that is said to support the allegations that remain (in relation to Mamadie Touré) BSGR is prevented from testing that evidence at any hearing in order to establish its falsity.

### 2. The Committee's 1 November Letter

Your 1 November letter re-raises the allegations made in the Committee's letter of 30 October 2012 (to which our client responded) and requests "*additional information or clarification*" by way of an Appendix of questions.

The questions refer – unapologetically – to matters completely unrelated to Guinea and the permits allegedly under review (seeking details of confidential commercial discussions "*in cases that do not directly involve the Republic of Guinea*"), embark on bizarre and irrelevant fishing expeditions (seeking, for example, information as to "*diplomas, degrees and experience*" held by a BSGR employee who was until the last few days under improper arrest in Guinea), and even refer to pre-judgments by the Committee of allegations said to "show" (i.e. prove) facts and matters on which the Committee will rely.

It is extraordinary that the Committee purports to base its 'review' - and ultimately its 'recommendations' to President Condé regarding our client's interests – on such a wholly irregular factual and evidentiary 'case'. Our client has, nevertheless, addressed the additional questions (to the best of its ability given the issues already noted above regarding your refusal to provide proper detail or supporting evidence) and its responses have been added to the attached annex by reference to your original questions.

### 3. The Lack of Any Defined Procedure In the 'Review'

As regards what you call the "Rules of Procedure" which you announce have only just been created and adopted, it is unprecedented for a government conducting what a procedure such as the 'review' to make up the rules of the game a year into the process. The Committee's actions highlight that the 'review process' has been conducted from the outset without any procedural regulation, which again demonstrates our client's belief that the process is merely a pre-text for the expropriation of our client's investments in Guinea.

This conclusion is supported by the way the Committee apparently is actively briefing the press on what it has previously stated should be a confidential process, (including leaking its 1 November letter) so as to engender negative press coverage.

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#### 4. Political Interference

Our client has consistently maintained that the 'review' of its interests is politically motivated, under the direction of President Condé.

Further evidence of that political motivation and pre-judgment can be seen from recent comments made by President Condé in the international press, in which the following was stated:

Press Question:

*This question was raised, international newspapers have spoken of the Simandou mine and of the Israeli businessman Beny Steinmetz, what is the status on this?*

President Condé:

*"I have no comment for the moment. The case will stand trial on December 2. We implemented a contract review process handle by the Technical Committee. This Technical Committee is responsible for the review of the contract and makes proposals. We expect the Technical Commission to make proposals to the committee that I chair. We will make a decision based on the proposition that will be made by the Commission concerning the modules 1 and 2.*

*It is very important is that the world realizes that it is a scandal that someone may supposedly pay a few hundred millon, and can make up to 5 billion on the back of the Guinean people.  
I believe that this is now something known worldwide."*

Contrary to the Committee's attempt to propagate the impression that its 'review' is an impartial process which will result in "recommendations" to a Government Strategic Committee that will eventually consider and implement measures based on that recommendation, the reality is that President Condé is closely involved in the process (the Strategic Committee is headed by President Condé himself) and he has already decided that BSGR should be removed from Guinea.

It is inconceivable, given the forthright stance of the President against BSGR and its interests, that the Committee will reach any conclusion other than one that President Condé requires the Committee to reach.

#### 5. The Hearing Location

As you are aware, there is currently an on-going 'criminal investigation' in Guinea in relation to BSGR, its officers and employees.

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This has led to the detention – for 7 months – of two of our client's employees in Guinea, without charge, in appalling conditions and without access either to required medical treatment or to legal counsel. In view of that conduct, no representative of BSGR is able safely to attend any hearing in Guinea, as you will be well aware. Your decision therefore to hold the hearing in Conakry can only be part of a further deliberate attempt to prevent BSGR from defending its position.

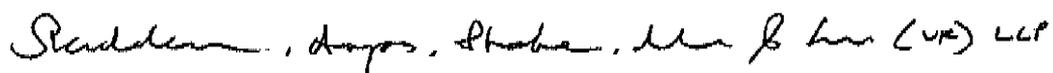
6. Conclusion

As has been stated from the outset, the so-called 'review process' by the Committee, instigated under the supervision of President Condé, is part of a pre-conceived and orchestrated plan to expropriate our client's mining interests.

BSGR will not, therefore, be participating further in the 'review' until such time as the Committee engages with the serious matters raised in both our 4 June letter and in this letter, specifies the evidence on which it relies in its entirety, and takes appropriate steps to ensure that its procedures and processes are carried out in accordance with international law and legitimate expectations of fair process, including convening a hearing at which evidence may properly be tested and at which our client can safely attend.

We place you on notice that, should any steps be taken against the interests of our client on (or following) any hearing on 10 December or otherwise, our client reserves its rights to take all available action to protect and/or compensate it in respect of its interests, including by way of international arbitration against the Republic of Guinea.

Yours faithfully,



**Skadden, Arps, Slate, Meagher & Flom (UK) LLP**

**REQUEST FOR PRECISIONS ON SPECIFIC ITEMS*****BSGR'S RESPONSE TO THE COMMITTEE'S REQUEST (included in italics)***

*BSGR sets out below, under each request, its response to the Committee's latest queries, BSGR notes that the Committee continues to refuse (i) to produce any evidence on which it claims to rely; (ii) to provide any proper level of detail regarding the allegations it makes; (iii) to engage with the materials or responses already sent to the Committee in 2011 and 2012; (iv) to respond substantively to the serious matters BSGR has raised regarding this process, the abject unfairness of the procedures adopted in it, and the "contracts" on which the Committee bases its allegations as recited in correspondence. In 2013, BSGR also notes that it has been unable to discuss many of the issues raised herein given the extended unlawful detention of certain of its employees in Guinea (who have only been released in the past week in order to seek hospital treatment). The above, together with the demand that BSGR responds to a further raft of queries or unattributed allegations, places BSGR in an impossible position.*

*BSGR's response is limited to those queries to which it is in a position to respond given the serious deficiencies in procedure noted above, as well as to those that are relevant or appropriate, and to those that have not already been responded to in prior materials or responses. Furthermore, and for the same reasons, BSGR is not to be taken as accepting the validity or veracity of any fact or matter that is not addressed in this response.*

**1. Allegation 1**

The Technical Committee invited you to provide precisions on the alleged existence of a confidential agreement between BSGR and Mr Frédéric Cilins intended to have the latter promote your company's interests in Guinea, notably for the purpose of obtaining rights to the Simandou deposit.

The answer provided by your company, which is not complete, does make it possible to disprove the allegations. Consequently, BSGR is requested to answer, precisely and in an exhaustive manner, to the following questions:

**1.1 What are the conditions and terms (legal and financial, notably) through which BSGR and Mr Frédéric Cilins cooperated – and, as the case may be, still cooperate – in Guinea?****The relationship between Mr. Cilins and BSGR**

*BSGR did not at any stage have a contractual relationship with Mr. Cilins personally, as alleged. Nor did it have any agreement with Mr. Cilins himself to pay fees or commissions to him,*

*BSGR had a shareholder relationship until March 2008 with Pentler Holdings Limited (a BVI entity) ("Pentler"), which entity owned shares in a BSGR group company (explained below). Pentler was run by Michael Noy, Frederic Cilins and Avraham Levran. None of those individuals were ever directors, officers or employees of any BSGR company.*

*Pentler was originally a shelf-company purchased by Onyx Financial Advisors Ltd ("Onyx"), a financial management and administration services group who provides BSGR's management and administration services. Pentler was subsequently sold to Mr. Cilins and his associates in 2006. Pentler was allocated a 17.65% shareholding interest in BSGR's Guinean subsidiary in 2006 and that shareholding interest was re-purchased by BSGR in 2008.*

**1.2 In particular, the Technical Committee was informed of the fact that Mr Frédéric Cilins would have been compensated based on his successes. What were the precise conditions of such compensation? As the case may be, it will be up to you to provide the written documents attesting to the nature of these terms in support of your answers.**

*BSGR notes that the Committee refers to having been “informed” of certain facts or matters, but it does not provide any detail of how it was informed, of precisely what it was informed of nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation. If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*See 1.1 above.*

## **2. Allegation 2**

The Technical Committee did set out the allegation based on which BSGR would have been informed by Mr Frédéric Cilins of the necessity to maintain relations with the presidential family to obtain rights to the Simandou deposit. In particular, Mr Cilins would have been advised by a former minister of the Republic of Guinea.

Gifts, entertainment and meals would also have been offered to persons with a decision-making authority at the level of the Government, or to civil servants. In particular, it is alleged that Mr Frédéric Cilins would have regularly invited his contacts in Guinea to meals or that he would have frequently offered them gifts such as money, phones, perfumes or MP3 players. Your company merely puts forward that it was not informed of the alleged contacts between Mr Frédéric Cilins and a former minister of the Republic of Guinea, on the one hand, and that, it was not informed of the “courtesy” gifts offered by Mr Frédéric Cilins to Guinean officials, on the other hand. This answer is incomplete and needs to be detailed and completed under the conditions hereinafter, independently from what is requested in the letter attached hereto.

**2.1 How can the fact that BSGR would not have been informed of Mr Frédéric Cilins’ alleged actions be conciliated with the fact he was specially appointed to assist the company in terms of public relations in its project to settle in Guinea ? What were the reporting obligations between Mr Frédéric Cilins and BSGR? In particular, what were the relations between Mr Roy Oron and Mr Frédéric Cilins (organisation of regular meetings, in particular)?**

*BSGR notes that the Committee continues to refuse to produce any evidence of alleged 'gifts' or benefits or even to give proper particulars of events that it says took place and on which it relies in its 'review' of BSGR's interests in Guinea. If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*The relationship between Mr Cilins and BSGR is explained in response to allegation 1 above.*

*BSGR does not understand the assertion that Mr Cilins was "specifically mandated to assist the company with public relations in its project to set itself up in Guinea." Mr Cilins had no such mandate.*

*As to Mr Cilins' and Pentler's relationship with Roy Oron, Mr Oron left BSGR in mid-2007 and BSGR has no ongoing relationship with him. BSGR has therefore been unable to discuss these matters with Mr Oron. Further, BSGR is unable to locate any substantive correspondence between Mr Oron and Mr Cilins, or any records or their meetings, owing to the fact that since Mr Oron's departure 6 years ago his files and electronic data are no longer available.*

**2.2 What were the gifts (nature, amount, beneficiaries, terms of handing over) that were offered by Mr Frédéric Cilins to the Guinean officials as well as, as the case may be, to their close relations ?**

*BSGR refers to its explanation at 1.1. above regarding the relationship between Pentler and BSGR. BSGR has no knowledge of gifts (if any) given by Mr Cilins to Guinean officials or their relatives on behalf of BSGR. Furthermore, at no time has BSGR requested that Pentler offer any gifts or inducements to Guinean officials or their relatives.*

*See BSGR's reservation of rights at 2.1 above. You have provided no evidence whatsoever in relation to such allegations. BSGR reserves its rights to further consider its response upon provision of proper particular and any supporting evidence in relation to this allegation.*

**3. Allegation 3**

The Technical Committee invited you to detail the nature of the contacts maintained between Mrs Henriette Conté, first spouse to the former President of the Republic, Mr Lansana Conté, and Mr Frédéric Cilins.

Pharmaceuticals in a value of several tens of thousands of US dollars would have been offered, according to the allegations sent to the Technical Committee, to the charitable foundation managed by Mrs Henriette Conté before Mr Frédéric Cilins acted in Guinea on behalf of BSGR.

BSGR answered in this respect that it was not aware of the existence of such agreements and that Mr Cilins had indicated to it that he had never given pharmaceuticals to the charitable foundation managed by Mrs Henriette Conté.

**3.1 The Technical Committee invites you, to complete your answer, to provide a list of the presents or gifts (under any form whatsoever, and regardless of their amount) given directly or indirectly by BSGR or Mr Frédéric Cilins to Guinean associations, foundations, charitable organisations and companies.**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*As regards BSGR, no such gifts or donations have been made.*

*As set out in the response to 2.2 above, BSGR is unable to provide information regarding (any) gifts or donations made by Mr Cilins to the stated recipients.*

**3.2 Did BSGR carry out an enquiry or detailed investigations on Mr Frédéric Cilins before it appointed the latter as its agent in Guinea? More generally, could you provide us with any useful element on the process of appointment of Mr Frédéric Cilins as BSGR's agent in Guinea?**

*See 1.1. above. BSGR did not appoint Mr. Cilins to any role.*

**4. Allegation 5**

The Technical Committee set out the allegation based on which Mr Ibrahima Sory Touré would have received various gifts and advantages, notably in 2006, a designation as Director of the Public Relations of BSGR in the Republic of Guinea. It was notably alleged that Mr Ibrahima Sory Touré was, from the beginning of BSGR's commitment in Guinea, Mr Frédéric Cilins' main advisor and guide. Your company merely responds in this respect that appointments of local managers is "a common practice for mining and international companies", that Mr Ibrahima Sory Touré was appointed, notably, for his "professional knowledge" and that he received no gift.

**4.1 The Technical Committee invites you to evidence the adequacy between the degrees, titles and experience of Mr Ibrahima Sory Touré as journalist and the duties and assignments that were entrusted to him as Director of the External Relations of BSGR in the Republic of Guinea. Can you describe these duties and assignments in a detailed manner hereinafter? Could you also provide a copy of his employment contract as well as any information on the wages, bonuses and other amounts paid to Mr Ibrahima Sory Touré?**

*If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect. Nevertheless, the relevance of this question – which appears to concern whether Mr Ibrahima Sory Touré ought, in your view, to have been appointed to a specific role within BSGR – is not understood, BSGR was free to appoint whomever it wished within its organization.*

*BSGR notes that no evidence whatsoever has been produced that Mr Ibrahima Sory Touré made any improper payment(s) to any Guinean officials or their relatives. In the circumstances, your demand for information regarding the remuneration of Mr Ibrahima Sory Touré is neither relevant, required, nor appropriate.*

**4.2 Moreover, the Technical Committee invites you to provide any useful element on the terms through which Mr Frédéric Cilins made contact with Mr Ibrahima Sory Touré, and on the circumstances under which the latter was introduced to BSGR.**

*BSGR has been unable to discuss this matter with Ibrahima Sory Touré due to his wrongful imprisonment (until December 2013) at the behest of the Government of Guinea. In Guinea, BSGR does not know the exact circumstances in which Mr Cilins came into contact with Mr Ibrahima Sory Touré.*

## **5. Allegation 6**

The Technical Committee set out the allegation based on which Mr Beny Steinmetz would have tried to meet President Conté during his stay at the Geneva hospital. Mr Steinmetz would have, according to the same allegations, met and exchanged with a representative of Glencore to obtain advice and discuss a project of transfer of the rights that BSGR could obtain over the Simandou deposits.

Your company put forward in response, that the only meeting between Mr Beny Steinmetz and President Conté would have taken place in Conakry, within a professional framework. Moreover, it is purported that “*Mr Steinmetz had no contact with Glencore in connection with Guinea and never proposed to transfer all or part of his mining rights to Glencore*”

Your answers are vague and imprecise, and are therefore not of such nature as to sufficiently enlighten the Technical Committee. They call for additional information to be provided on your part in the following respects.

**5.1 In which capacity did Mr Beny Steinmetz meet President Conté? Who were the participants in the meeting mentioned by BSGR between President Conté and Mr Beny Steinmetz? What were the issues discussed on this occasion? Did Mr Beny Steinmetz meet other Guinean officials during his travels in the Republic of Guinea?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*Mr Steinmetz met with Mr Conté on one occasion: in Guinea at the Presidential palace. The meeting was attended by Mr Steinmetz and Mr Avidan. Neither Mr Steinmetz or Mr Avidan remember the exact details of those accompanying the President, but believe that the meeting included the President's Chief of Staff.*

*At that meeting, the topics discussed were of a high-level nature. They concerned the general state of the country and the political vision of the President in regard to mining. Since President Conté was a man passionately interested in agriculture, much of the discussion related to the need to develop Guinea's agricultural sector.*

**5.2 Were Mr Beny Steinmetz and/or Mr Roy Oron in contact with Glencore in case files that are not in direct connection with the Republic of Guinea? As the case may be, can you provide the complete list of case files as well as the dates of the meetings between Mr Beny Steinmetz and/or Mr Roy Oron and the representatives of Glencore?**

*BSGR considers your request to be inappropriate and unwarranted, and that this question is indicative of the baseless and confused process adopted by the Technical Committee as against BSGR. Your question clearly seeks details of discussions that are by their nature both private and confidential, and irrelevant to your 'review' given that it relates to discussion not directly relevant to Guinea.*

*Mr Steinmetz has been acquainted with Ivan Glasenberg, the CEO of Glencore Xstrata plc, for over 10 years in a business and in a personal context. Both Mr Steinmetz and Mr Glasenberg have interests in similar commercial sectors. It is therefore inevitable that they may have discussed matters in line with those interests, but such discussions were entirely unrelated to BSGR's projects in Guinea.*

*We refer you to 2.1 above regarding Mr. Oron, who left the BSG group 6 years ago.*

**5.3 Did Mr Roy Oron or any other representative of BSGR meet representatives of other mining companies in order to discuss with them the situation of the Simandou concession? If applicable, the Technical Committee invites you to provide, notably the detailed list of the meetings and of their participants.**

*As explained in BSGR's response of 26 December 2012, BSGR held discussions and negotiations with the following mining companies regarding opportunities for a participation (not an outright purchase) in the development of the Simoadou project:*

- Aluminium Corporation of Chino ("Ch/nQ/co") on an exclusive basis. Those discussions were not successful;*
- Libyan Investment Authority. Those discussions were not successful;*
- Bao-steel. Those discussions were not successful;*
- Arcelor Mittal, which discussions did not progress;*
- Vale SA, the details of which transaction are well known to you.*

*Beyond the facts and matters stated above, it is not understood by BSGR how the identity of the participants in such discussions is relevant to the Technical Committee's 'review'. Nor the detail of what was discussed, particularly since the only discussions that were consummated were those relating to Vale SA – and with which the Government of Guinea is familiar, having been fully and contemporaneously apprised of the outcome of those discussions, BSGR will consider any further explanation that the Technical Committee wishes to provide in that regard, and reserves its rights accordingly.*

## **6. Allegation 7**

The allegations sent to the Technical Committee state the intervention of Mr Roy Oron, acting on behalf of BSGR, to withdraw blocks 1 and 2 from the Simandou concession then allocated to Rio Tinto. Within this framework, Mr Oron would have, based on the same allegations, offered to the Minister of Mines a miniature Formula one car set with diamonds.

BSGR purports on the one hand, that it would never have acted to have blocks 1 and 2 of the Simandou concession withdrawn from the concession then allotted to Rio Tinto, and on the other hand that the miniature car gift to a personality is a usual practice and that the value of this gifts does not exceed €1,000.

The Technical Committee requires the following clarifications on these various issues.

**6.1 Did Mr Roy Oron and/or any other representative of BSGR mention, in any way whatsoever, blocks 1 and 2 of the Simandou concession with President Conté, the Minister of Mines or with any other Guinean official?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*BSGR's understanding of the Government of Guinea's position at that time is that it was very dissatisfied with Rio Tinto's progress on the project.*

*Regarding Mr Oron, the points that have already been made above in relation to his activities are repeated.*

**6.2 Had Mr Frédéric Cilins already mentioned to BSGR his intent or the need to implement a public disparagement policy targeting Rio Tinto? If such was the case, what were the words used? How does BSGR explain, if applicable, that it was unaware of such campaign while Mr Frédéric Cilins was in direct contact with Mr Roy Oron?**

*See BSGR's reservation of rights at 6.1 above.*

*BSGR has no knowledge that Mr Cilins had any such intention or need.*

*See above regarding Mr Oron and BSGR's inability to confirm the nature of his communications in any respect at all.*

**6.3 Can you provide a list of gifts of the type of the miniature car offered to the Minister of Mines offered to Guinean officials during the years concerned (name of the beneficiaries and their duties; failing so, number of gifts and general profile of the recipients)?**

*The miniature car was not offered to the Minister of Mines as an individual, but to the Ministry of Mines as a corporate gift of appreciation. The BSG group has distributed the same gift at official ceremonies around the world. The gift in question is a token corporate gift which reflects the company's values: speed of execution; and high level technical expertise. Over 100 miniature cars were given around the world as corporate gifts to BSGR project stakeholders.*

*Aside from this particular corporate gift and aside from the facts and matters already stated in BSGR's 26 December 2012 response, the only similar gift of this nature that was delivered to an official in Guinea is a silver memorialia of Jerusalem which was hand delivered to President Alpha Conde by Mr Steinmetz and Mr Avidan, along with the CEO of Vale, Roger Agnelli. In late 2010, shortly after Alpha Conde had been invested as President. Other de minimis tokens may have been given to local village chiefs, as a courtesy upon visiting or arriving in the relevant location.*

**6.4 Given the very frequent character of gifts and liberalities by BSGR, were there rules, within this company, even basic ones, or at least a company platform concerning gifts or liberalities offered to third parties?**

*See BSGR's reservation of rights at 6.1 above.*

*The Committee appears to have concluded – without explanation, recitation of any allegation, or any particulars at all, that BSGR made "very frequent gifts and donations". It is not specified on what evidence or basis the Committee has reached this judgment. BSGR notes, for now, that this is indicative of the Committee's deeply flawed and unfair process, apparently forming pre-judgments of certain issues, without having put proper detail (including any evidence) of the relevant matters to BSGR for response.*

*Charitable and community-orientated donations by BSGR in the regions in which it operates are made for the good of those regions and for no other purpose.*

**6.5 Has the “pre-emptive right” already been mentioned by Guinean officials – for instance with the representatives of the Ministry of Mines – with BSGR representatives, notably with Mr Roy Oron? If such was the case, under what terms was this “right” mentioned? Did BSGR carry out an analysis – notably a legal one – of this “right”?**

*The referred "pre-emption right" or right of first refusal ("ROFR") was proposed to BSGR by the Government of Guinea in a non-binding Memorandum of Understanding which was neither executed or performed.*

*No specific legal analysis of the ROFR was conducted as it did not become binding; the respective obligations of the Government of Guinea and BSGR were codified in the Convention de Base, which was entered into In 2009.*

## **7. Allegation 8**

According to the allegations sent to the Technical Committee, a gold watch set with diamonds in a value of at least USD 60,000 would have been offered in 2005 to President Conté by Mr Roy Oron on behalf of BSGR.

On this issue, BSGR answered that “*neither Mr Oron, nor any other BSGR employees, nor BSGR as an entity separately or together with Mr Cilins or others, directly or indirectly, gave a watch to President Conté. They never requested a private meeting with the President either*”.

**Can you please indicate the gifts (nature, value, date of the gift) offered to President Conté as well as to other Guinean officials and to their close relations?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*BSGR refers you to its prior response to the same question at 6.3 above.*

## **8. Allegation 9**

The Technical Committee set out that on February 6, 2006, BSGR obtained an exploration permit in the Zogota area and that on February 20, 2006, BSGR (represented by Mr Marc Struik) signed a Memorandum of Understanding with the Ministry of Mines relating to blocks 1 and 2 of Simandou, pursuant to which BSGR obtained the right to undertake a feasibility study and a priority right to obtain a mining title on such area.

BSGR responds on this issue that the memorandum intended to create a joint venture with the Republic of Guinea and that the rights were granted (and would be transferred to the joint venture) in accordance with the Mining code. BSGR also responds that this joint venture was never implemented by the parties.

**8.1 BSGR is invited to provide evidence of the steps that would have been undertaken for the purpose of implementing this joint venture, as well as any documents attesting to the reasons why this approach was not completed.**

*No steps were taken to create the Joint Venture with the Republic of Guinea. As mentioned above and as explained in BSGR's response of 26 December 2012, this document was a non-binding document which was not followed-up by the company or the authorities.*

**8.2 BSGR is invited to provide elements as to the alleged use of a helicopter of the Presidency of the Republic in order to visit and explore Simandou North and South area.**

*The Technical Committee is presumably aware that the helicopter referred to (which belonged to President Conté) was the only helicopter available in Guinea at that time, with the exception perhaps of certain of the large mining companies who owned private helicopters. BSGR, like other companies in Guinea at the time, officially rented the helicopter.*

## **9. Allegation 12**

The Technical Committee set out the allegation based on which, at BSGR's request, Mrs Mamadie Touré would have interceded "*in a virulent manner*" with the high-ranking civil servants of the Republic of Guinea, organizing meetings between some of them and her spouse, meetings during which instructions would have been clearly given to cause the rights on the Simandou deposit to be withdrawn from Rio Tinto and transferred to BSGR.

BSGR responds on this issue that Mrs Mamadie Touré, as she was only 25 years old and not the President's spouse, she "*never attended meetings at the Ministry of Mines where BSGR representatives were present*".

The Technical Committee requires the following clarifications on these various issues.

**9.1 The Technical Committee invites you, to complete your answer, to provide a report of all of the meetings in which representatives of your company took part at the Ministry of Mines of the Republic of Guinea (or with representatives of this ministry).**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

**9.2 What was the role and what were the missions specifically entrusted (if applicable, through intermediaries) to Mrs Mamadie Touré by BSGR?**

*Mamadie Touré was not specifically entrusted with any role or assignment by BSGR.*

## **10. Allegation 13**

The Technical Committee set out the allegation based on which Mr Ibrahima Sory Touré, the President's brother-in-law, employed by BSGR, would "*at least on one occasion*" have passed on the President's "*order*" to the Ministry of Mines to transfer the rights on the blocks 1 and 2 of Simandou to BSGR.

Your company contents itself with answering that Mr Ibrahima Sory Touré is not President Conté's brother-in-law and that he never issued orders to civil servants.

**10.1 Can you provide a detailed report of the meetings that took place between Mr Ibrahima Sory Touré and civil servants of the Ministry of Mines or other Guinean officials?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*BSGR has been unable to discuss this matter with Ibrahima Sory Touré due to his wrongful imprisonment at the behest of the Government of Guinea, in Guinea, and in the circumstances is unable to respond at this time pending raising the matter with Mr Touré. BSGR reserves its rights in that respect.*

**10.2 Does BSGR confirm that its assertion according to which Mr Ibrahima Sory Touré would not be President Conté's brother-in-law?**

*BSGR has been unable to discuss this matter with Ibrahima Sory Touré due to his wrongful imprisonment (until December 2013) at the behest of the Government of Guinea, in Guinea, and so is not in a position to respond. BSGR reserves its rights in that respect. However, as far as BSGR is aware, Mr Ibrahima Sory Touré was not President Conte's brother-in-law and we are not aware that Mr Touré has ever alleged the contrary. BSGR therefore maintains its prior position.*

**11. Allegation 14**

The Technical Committee set out the allegation based on which the decree ordering the withdrawal of the mining concession granted to Rio Tinto dated July 28, 2008 was issued in violation of the procedure provided by the Mining Code then in force.

BSGR merely asserts that it would have received a legal opinion confirming the compliance of the withdrawal with Guinean law, and would have simply checked that the Rio Tinto group did not challenge the withdrawal before courts.

**11.1 Can you provide the legal opinion in question to the Technical Committee?**

*BSGR notes that, notwithstanding that the Technical Committee has consistently refused to provide to BSGR any substantive evidence on which it relies, it now requests that BSGR produce to it a document which is clearly subject to legal privilege. BSGR has not waived, and does not waive, privilege in that respect and declines this request.*

**11.2 Can you explain in detail, the precise nature of the "pre-emptive right" from which BSGR would benefit on the Simandou blocks ?**

*See the response to 6.5 above.*

**12. Allegation 16**

The Technical Committee set out the allegation based on which at least one other commission agreement of the type of those mentioned in the other allegations, i.e. providing for a compensation in exchange for the assistance in the procurement of BSGR's rights in the Simandou and/or Zogota deposits, would have been concluded with persons acting for the Government of the Republic of Guinea, or members of their families.

Your company denies having concluded such agreements (which would have been confirmed by Mr Asher Avidan, who is designated by the allegations as the intermediary between BSGR and its partners) and asserts that it acted in a transparent manner without making any payment to the persons referred to.

**As a complement to point 7 (Allegation 8), could you please state all of the gifts (nature, value, date of the gift) offered by BSGR (or any other entity or person acting on behalf of BSGR or assisting BSGR) to persons acting for the Government of the Republic of Guinea or likely to influence the decisions of the Government as well as to the members of their families?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*No such gifts (above and beyond those already noted in response to point 7 (Allegation 8)) of the type specified have been made at any time by BSGR.*

### **13. Allegation 17**

The Technical Committee set out the allegation based on which the Ministry of Mines would have signed the official instruments of transfer of Rio Tinto's rights to BSGR on blocks 1 and 2 of Simandou on December 9, 2008.

Your company asserts in response that (i) the permits held by Rio Tinto in violation of the Mining Code had already been withdrawn in July 2008 (ii) that the allocation of rights to BSGR took place subsequent to several months of competition between BSGR and two other companies, during which the offers of the companies were the object "of a detailed review process" by the CPDM and the Ministry of Mines, and therefore (iii) that there was no transfer of Rio Tinto's rights or permits to BSGR.

**Can you provide documents relating to the "meetings and [...] letters exchanged between the applicants, the CPDM and the Ministry of Mines"?**

*It is inconceivable that the Technical Committee does not have, or cannot obtain from the Government under whose control it works, copies of the documents that it here seeks from BSGR. In any event, BSGR is not privy to correspondence of independent third party applicants to the CPDM.*

*In its meetings with the government, BSGR presented its capabilities and experience, as well as the concrete results achieved in record time in the country with the Zogota project which justified and reinforced its application to the Blocs 1 & 2. A full copy of the track record and presentation to the CPDM have been submitted to the government on two previous occasions and BSGR invites the Committee to review that material.*

### **14. Allegation 18**

The Technical Committee invited you to provide precisions on (i) the amount that would have been paid to Mr Cilins in compensation for his work and as a success fee, as well as on (ii) a proposal that would have been refused by Mr Cilins to become "chief country officer" for BSGR in the Republic of Guinea.

Your company denies any payment and challenged having proposed the position occupied by Mr Avidan to Mr Cilins.

**14.1 To enlighten its judgement on these issues, the Technical Committee refers to question III.1.1.**

*Since this question repeats the prior question noted by the Committee, see the prior answer at 1.1. above.*

**14.2 In addition, could you provide more precisions as to Mr Ibrahima Sory Touré’s role in Mr Frédéric Cilins’ relation with Guinean officials?**

*Please see above responses.*

**14.3 Your assertions being in contradiction with Mr Frédéric Cilins’ statements, the Technical Committee invites you to provide information on BSGR’s proposal to Mr Frédéric Cilins – Managing Director in Guinea – and on the reasons for which Mr Frédéric Cilins refused this proposal.**

*BSGR does not understand what "statements" of Mr Cilins are referred to, and apparently relied on, by the Technical Committee. BSGR has asked, on numerous occasions, for full production of the evidence on which the Committee relies in its crusade against BSGR and, so far, has been refused any production of such material. If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

### **15. Allegation 19**

Based on the allegations provided to the Technical Committee, that Mr Ibrahima Sory Touré would have been promoted to the position of Vice-president of BSGR subsequent to the granting of the rights on the Simandou and Zogota deposits.

Your company responds on this issue that Mr Ibrahima Sory Touré’s promotion took place “*as a natural continuation of his career*”.

**What was Mr Ibrahima Sory Touré’s role within BSGR after the departure of Mr Frédéric Cilins?**

*Mr Ibrahima Sory was hired by BSGR in to head External Relations of the group. For the most part his job consisted of the setting up of meetings, community relations and communication activities. Further, see the responses to allegation 5 above.*

### **16. Allegation 20**

The Technical Committee set out the allegation based on which (i) during the period that followed immediately the acquisition of the rights on the Simandou and Zogota deposits, BSGR and Mr Beny Steinmetz negotiated a transfer thereof to potential acquirers (the Libyan Investment Authority, Arcelor Mittal S.A., Glencore Int. plc and Comanhia Vale do Rio Doce S.A., “Vale”) allowing for the effective enforcement of the obligations subscribed by BSGR, (ii) which finally led, in April 2010, to an agreement pursuant to which BSGR transferred to Vale a majority interest in its mining rights in the Republic of Guinea.

BSGR asserts in response that (i) the participation of co-investors in a project of this scope is natural, and that (ii) the agreements concluded between Vale and BSGR did not require that the Government be informed provided that they relate to the transfer of capital of a company that did not hold a mining permit (i.e. the parent company of the parent company of the Guinean entity holding the permits).

**16.1 To enable the Committee to clarify its view of the transaction, could you specify how you “kept the government informed of [your] steps in this area”, and could you produce the documents relating to the “approval” of the Government of the Republic of Guinea during the negotiation stage with Vale?**

*All letters and correspondences regarding the approval of the transaction with Vale have been duly submitted to the government and the CTRTCM on previous occasion in 15 files of papers delivered in 2011 and again in December 2012. BSGR invites the Committee to review the materials which have been in its possession for over 2 years now.*

*BSGR also understands that the legal advice and report of Heenan Blaikie that was commanded by Alpha Conde in 2011 regarding the analysis of the process and the transaction between BSGR and Vale, was that BSGR did not have the legal obligation to inform or request the approval of the government of Guinea for the transaction as it involved not the transfer of rights but the transfer of share of the mother holding company located outside of Guinea.*

**16.2 BSGR's presentation dated May 2005, that was provided to the Technical Committee by BSGR as an annex to its letter of December 26, 2012, mentions no iron ore project. The "Proven Track Record" document of 2012, provided in annex to the same letter, only mentions one iron ore project (the "Kumba Iron Ore"). Could you, consequently, provide (i) any information relating to BSGR's capacity, in 2008 to operate an iron ore deposit of the size of Simandou (blocks 1 and 2) and/or provide (ii) any information that would have been provided to the Government between 2006 and 2008 ?**

*We refer you again to the information provided to the Technical Committee on two previous occasions. BSGR again invite the Committee to review that information.*

## **17. Allegation 21**

The Technical Committee set out the allegation based on which, subsequent to the death of President Conté on December 22, 2008 and to alleged harassment on the part of forces in connection with the new military government of Mr Moussa Dadis Camara, your company established close links with (i) high-ranking military officials of the new government, on the advice of Mr Victor Kenan, as well as with (ii) the new Minister of Mines, Mr Mahmoud Thiam.

Your company (i) asserts in response that it never complained about harassment on the part of the army and (ii) denies any particular relation with military official, as well as any intervention on the part of Mr Victor Kenan, "with whom BSGR never maintained professional relations" and (iii) puts forward that the relations maintained with Mr Mahmoud Thiam are "normal", just as those that a minister should maintain with "all mining operators in Guinea".

**17.1 Can you specify on what occasion BSGR and Mr Mahmoud Thiam worked together? As the case may be, could you provide the report of the meetings between the members of BSGR – or their representatives – and Mr Mahmoud Thiam?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*All meetings with Mr Thiam, his teams at the CPDM and the Committee charged with analysing the feasibility studies of BSGR submitted to the government, were in full coordination and compliance with the Guinean rules governing mining companies. BSGR does not possess notes or reports of the meetings, but invites the Committee to review the correspondence exchanged with the Ministry in the course of that period. Such correspondence was submitted to the Minister of Mines Lamine Fofana and to the CTRTCM in 2012 by BSGR.*

**17.2 What were the relations between BSGR and Global CST? The Technical Committee invites you to provide any relevant information in this respect: agreements, preparatory documents, letters or emails etc...**

*There is no, and there never has been a substantive relationship BSGR and Global CST. Therefore, BSGR has no contracts, no emails nor preparatory documents to which you refer.*

**17.3 If the relations between BSGR and Mr Victor Kenan were not professional, could you specify in what context your company (or any employee or representative of your company) met Mr Victor Kenan or worked with him?**

*Mr Avidan, as an Israeli citizen and while being in Guinea developed a personal relationship with Mr Kenan due to his unofficial role as the Israeli representative vis-à-vis the Israeli embassy in Senegal. Mr Avidan hosted Mr Kenan on a friendly basis in Conakry on a few occasions to celebrate Jewish holidays or to participate in Shabbat dinner.*

*In 2008, while the financial crisis caused many projects to freeze operations, Mr Avidan accepted to rent a bulldozer from Basad Company for the construction of roads near the villages of Zogota. This company and bulldozer was owned by Mr Kenan. That is the full extent of the commercial relationship between Mr Kenan and BSGR or its representatives.*

*Mr Steinmetz had no relationship whatsoever with Victor Kenan.*

## **18. Allegation 22**

Based on the allegations provided to the Technical Committee, (i) payments in cash transported by BSGR business jets would have been made for the benefit of high-ranking military personalities mentioned in allegation 21 above. In addition, based on the same allegations, (ii) Mr Mahmoud Thiam would have on several occasion acted as agent of BSGR for the purpose of such payments.

BSGR asserts in response that it never paid any money to military personalities or to Mr Mahmoud Thiam, or used its jets to transport such amounts.

These answers are vague and imprecise, and therefore they are not of such nature as to sufficiently enlighten the Technical Committee. They call for additional information to be provided on your part in the following respects.

**18.1 What was the nature of the contacts or exchanges (nature, frequency, place of meetings) between BSGR and the military officials of the Guinean Government as it existed in 2009 and 2010?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*There was never any contact with any military officials whatsoever with the exception of the acting presidents from 2009-2010, who, as the Committee will be aware, were Dadis Camara and Sekouba Konaté.*

*Following his accession to power, on Dadis Camara requested BSGR to present to him the group's activities and ambitions in the country. There were two or three meetings with Dadis Camara during his tenure as acting President. These related to Guinea and to progress on the project.*

*Mr Camara was also introduced to representatives of Chinalco who were interested at the time in entering into a Joint Venture with BSGR to develop the Simandou project.*

*Insofar as meetings with Mr Konaté are concerned, Mr Steinmetz met with him on one occasion together with representatives of Vale when he took over the power from Mr Camara, and when he was introduced to the Vale executive delegations visiting Guinea with BSGR, informing the President at the time of their intention to invest in Guinea through a Joint Venture with BSGR.*

**18.2 What was the nature of the contacts or exchanges (nature, frequency, place of meetings) between BSGR and Mr Mahmoud Thiam?**

See 17.1 above.

**18.3 What were the relations between Mr Victor Nassar and Mr Victor Kenan?**

*BSGR has no information about the relationship between these two individuals. In fact, the name of Victor Nassar was for the very first time brought to BSGR's attention following a defamatory article which was anonymously published in the Le Canard Enchainé a few days before the recent legislative elections held in Guinea.*

*BSGR, as the Comité is aware, has commenced legal proceedings against the journal for defamation and has sought damages for the resulting harm.*

**18.4 What were the relations between Mr Victor Nassar and Mr Beny Steinmetz? In particular, the Technical Committee invites you to provide information on the conclusion of an agreement between BSGR and PNR, a Guinean political movement.**

*In accordance with the response to 18.3 above, Mr Steinmetz confirms that he has never met, spoken with, or been in contact with Mr Nassar.*

*Your allegation concerning PNR is not understood: BSGR has never concluded, signed, negotiated, discussed or even considered entering into any type of agreement with PNR.*

**18.5 Could you provide a report on the use of the company's business jets in 2008, 2009 and 2010?**

*As was explained in BSGR's prior response, the use of corporate jets was occasional, to fly employees of BSGR into Guinea or to help the exploration teams in the isolated zones of Kerouane and Nzerekore gain access to vital supplies of food and work equipment.*

**19. Allegation 23**

The Technical Committee set out the allegation based on which BSGR would have provided substantial material (making business jets available, renting hotel rooms, including at the Mandarin Oriental Hotel in Geneva) and pecuniary advantages to Mr Mahmoud Thiam, who would have travelled to Israel to attend the wedding of Mr Beny Steinmetz' daughter.

BSGR asserts in response that it never paid any money nor made the company's business jets available to Mr Mahmoud Thiam, who nevertheless flew on one single occasion on a flight planned by BSGR to Europe, to "participate in an official governmental mission". You add that the invitation to Mr Beny Steinmetz' daughter's wedding was only one invitation in a thousand others and what is more, intended for President Dadis Camara who could not attend it and asked Mr Mahmoud Thiam to replace him.

**In what context (flight information, persons present, purpose of the mission), did Mr Mahmoud Thiam fly on a flight "planned" by BSGR to go to "an official governmental mission"?**

*BSGR assisted Mr Thiam by allowing him to travel to Europe. Transport in Guinea at that time was very limited and disrupted.*

**20. Allegation 24**

The Technical Committee invited you to provide precisions on the allegations based on which Mr Mahmoud Thiam would have, in the hope of receiving new material and pecuniary advantages from BSGR:

-renewed Rio Tinto's mining titles over Simandou without including blocks 1 and 2 in order to consolidate BSGR's rights over these blocks;

-signed the Basic Agreement (*Convention de base*) relating to the development of the Zogota deposit of December 21, 2009 for the benefit of BSGR ;

-accepted the agreements entered into between BSGR and Vale in April 2010 without having obtained the underlying documentation.

Generally, these allegations suggest that Mr Mahmoud Thiam would have worked significantly and continuously in favour of BSGR's interests in the Republic of Guinea (notably by favouring the project of iron ore exportation through Liberia, to the detriment of a trans-Guinean railway project).

In response, your company (i) reasserts that Rio Tinto's rights over blocks 1 and 2 would have been withdrawn in July 2008, i.e. before Mr Mahmoud Thiam entered his duties, and (ii) purports that the agreement of December 21, 2009 would have compelled BSGR to grant substantial advantages to the Republic of Guinea, all the more since BSGR had already committed to build the Kankan-Conakry trans-Guinean railway "*in exchange for the Republic's commitment to authorize it to export the iron ore through Liberia*".

**The Technical Committee invites you to provide any useful document to justify your assertions.**

*BSGR notes the Committee's pre-judgment that the allegations it refers to "tend to show" that Mr. Thiam worked in BSGR's interests. It is not understood how an allegation can itself "show", establish, or prove, any fact or matter on which the Committee could properly rely in its 'review'. This illustrates BSGR's deep concern for the fairness, impartiality and legitimacy of the Committee's 'review' and any decision or recommendation by it.*

*Further, this request seeks production of all documents on which BSGR may rely, whilst the Committee simultaneously refuses to produce any documents on which it claims to rely. The Committee's stance is manifestly unfair and prejudicial to BSGR's ability to properly address the "allegations" put to it. BSGR will consider production of documents on which it relies only upon confirmation that the Committee will produce its evidentiary documents to BSGR, as has been consistently requested since the outset of the 'review'. BSGR reserves its rights in that respect.*

*BSGR has, in any event provided all relevant documents on two prior occasions within the 'review' process.*

## **21. Allegation 25**

The Technical Committee set out the allegation based on which BSGR would have supported, partially or totally, the organization by Mr Victor Kenan of a visit in Conakry in March 2009 of high-ranking Israeli personalities on behalf of Global CST that led to the illegal sale by this company to the Guinean army of military equipment in a value of USD 10,000,000. BSGR asserts in response (i) being totally unaware of Global CST's activities, (ii) not having supported in any way the sale of arms to the Republic of Guinea, and (iii) being unaware of Mr Victor Kenan's activities on behalf of Global CST.

**21.1 If the relations maintained between BSGR and Mr Victor Kenan were not professional, could you specify in what context your company met Mr Victor Kenan or worked with him?**

*See the response to 17.1 above.*

**21.2 What were the relations between BSGR and CST Global? Could you provide, exhaustively, all relevant information relating to these relations: agreements, preparatory documents, letters, emails etc...? More specifically, you are requested to provide information relating to the investigation procedures concerning the relations of Mr Beny Steinmetz and CST Global in Guinea.**

*See the response to 17.2 above.*

**Annexe I****DEMANDES DE PRÉCISIONS PONCTUELLES*****BSGR's RESPONSE TO THE COMMITTEE'S REQUEST (Included in Italics)******Introduction to BSGR's Response (in Italic typeface)***

*BSGR sets out below, under each request, its response to the Committee's latest queries. BSGR notes that the Committee continues to refuse (i) to produce any evidence on which it claims to rely; (ii) to provide any proper level of detail regarding the allegations it makes; (iii) to engage with the materials or responses already sent to the Committee in 2011 and 2012; (iv) to respond substantively to the serious matters BSGR has raised regarding this process, the object unfairness of the procedures adopted in it, and the "contracts" on which the Committee bases its allegations as recited in correspondence in 2013. BSGR also notes that it has been unable to discuss many of the issues raised herein given the extended unlawful detention of certain of its employees in Guinea (who have only been released in the past week in order to seek hospital treatment). The above, together with the demand that BSGR responds to a further raft of queries or unattributed allegations, places BSGR in an impossible position.*

*BSGR's response is limited to those queries to which it is in a position to respond given the serious deficiencies in procedure noted above, as well as to those that are relevant or appropriate, and to those that have not already been responded to in prior materials or responses. Furthermore, and for the same reasons, BSGR is not to be taken as accepting the validity or veracity of any fact or matter that is not addressed in this response.*

**1. Allégation 1**

Le Comité Technique vous a invité à fournir des précisions sur l'existence alléguée d'un accord confidentiel entre la société BSGR et M. Frédéric Cilins visant à ce que dernier promeuve les intérêts de votre société en Guinée, notamment aux fins d'obtenir des droits dans le gisement de Simandou.

La réponse apportée par votre société, qui n'est pas complète, ne permet pas de réfuter les allégations. Il est, par suite, demandé à la société BSGR de répondre, précisément et de manière exhaustive, aux questions suivantes:

**1.1 Quelles sont les conditions et modalités (juridiques et financières, notamment) par lesquelles la société BSGR et M. Frédéric Cilins ont coopéré – et, le cas échéant, coopèrent encore - en Guinée ?****The relationship between Mr. Cilins and BSGR**

*BSGR did not at any stage have a contractual relationship with Mr. Cilins personally, as alleged. Nor did it have any agreement with Mr. Cilins himself to pay fees or commissions to him.*

*BSGR had a shareholder relationship until March 2008 with Pentler Holdings Limited (a BVI entity) ("Pentler"), which entity owned shares in a BSGR group company (explained below). Pentler was run by Michael Noy, Frederic Cilins and Avraham Levran. None of those individuals were ever directors, officers or employees of any BSGR company.*

*Pentler was originally a shelf-company purchased by Onyx Financial Advisors Ltd ("Onyx"), a financial management and administration services group who provides BSGR's management and administration services. Pentler was subsequently sold to Mr. Cilins and his associates in 2006. Pentler was allocated a 17.65% shareholding interest in BSGR's Guinean subsidiary in 2006 and that shareholding interest was re-purchased by BSGR in 2008.*

**1.2 En particulier, le Comité Technique a été informé de ce que M. Frédéric Cilins aurait été rémunéré en fonction de ses résultats. Quelles étaient les conditions exactes d'une telle rémunération ? Le cas échéant, il vous appartiendra de fournir à l'appui de vos réponses des documents écrits attestant de la nature de ces modalités.**

*BSGR notes that the Committee refers to having been "informed" of certain facts or matters, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation. If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*See 1.1 above.*

## **2. Allégation 2**

Le Comité Technique a exposé l'allégation selon laquelle la société BSGR aurait été informée par M. Frédéric Cilins de la nécessité d'entretenir des relations avec la famille présidentielle pour obtenir des droits dans le gisement de Simandou. En particulier, M. Cilins aurait été conseillé par un ancien ministre de la République de Guinée.

Des cadeaux, distractions et repas auraient également été offerts à des personnes ayant un pouvoir décisionnel au niveau du Gouvernement ou à des fonctionnaires. En particulier, il est allégué que M. Frédéric Cilins aurait régulièrement convié ses contacts en Guinée à des repas ou qu'il leur aurait fréquemment offert des cadeaux tels que de l'argent, des téléphones, des parfums ou des lecteurs MP3.

Votre société se limite à avancer que, d'une part, elle n'était pas informée des contacts allégués entre M. Frédéric Cilins et un ancien ministre de la République de Guinée et, d'autre part, qu'elle n'était pas informée des cadeaux « de courtoisie » offerts par M. Frédéric Cilins aux officiels guinéens.

Cette réponse est incomplète et nécessite d'être précisée et complétée dans les conditions ci-après, indépendamment de ce qui est demandé dans la lettre ci-jointe.

**2.1 Comment concilier le fait que BSGR n'aurait pas été informée des actions alléguées de M. Frédéric Cilins alors même que ce dernier était précisément mandaté afin d'assister la société en matière de relations publiques dans son projet d'établissement en Guinée ? Quelles étaient les obligations de reporting entre M. Frédéric Cilins et la société BSGR ? Notamment, quelle était la nature des relations (organisation de rencontres régulières, en particulier) entre M. Roy Oron et M. Frédéric Cilins ?**

*BSGR notes that the Committee continues to refuse to produce any evidence of alleged 'gifts' or benefits or even to give proper particulars of events that it says took place and on which it relies in its 'review' of BSGR's interests in Guinea. If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*The relationship between Mr Cilins and BSGR is explained in response to allegation 1 above.*

*BSGR does not understand the assertion that Mr Cilins was "specifically mandated to assist the company with public relations in its project to set itself up in Guinea". Mr Cilins had no such mandate.*

*As to Mr Cilins' and Pentler's relationship with Roy Oron, Mr Oron left BSGR in mid-2007 and BSGR has no ongoing relationship with him. BSGR has therefore been unable to discuss these matters with Mr Oron. Further, BSGR is unable to locate any substantive correspondence between Mr Oron and Mr Cilins, or any records of their meetings, owing to the fact that since Mr Oron's departure 6 years ago his files and electronic data are no longer available.*

**2.2 Quels cadeaux (nature, montant, bénéficiaires, modalités de leur remise) ont été offerts par M. Frédéric Cilins aux officiels guinéens ainsi que, le cas échéant, à leurs proches ?**

*BSGR refers to its explanation at 1.1. above regarding the relationship between Pentler and BSGR. BSGR has no knowledge of gifts (if any) given by Mr Cilins to Guinean officials or their relatives on behalf of BSGR. Furthermore, at no time has BSGR requested that Pentler offer any gifts or inducements to Guinean officials or their relatives.*

*See BSGR's reservation of rights at 2.1 above. You have provided no evidence whatsoever in relation to such allegations. BSGR reserves its rights to further consider its response upon provision of proper particulars and any supporting evidence in relation to this allegation.*

**3. Allégation 3**

La Comité Technique vous a invité à détailler la nature des contacts entretenus entre Mme Henriette Conté, première épouse de l'ancien président de la République, M. Lansana Conté, et M. Frédéric Cilins. Des produits pharmaceutiques d'une valeur de plusieurs dizaines de milliers de dollars américains auraient, selon les allégations communiquées au Comité Technique, été offerts à la fondation caritative dirigée par Mme Henriette Conté avant que M. Frédéric Cilins intervienne en Guinée pour le compte de BSGR.

La société BSGR a répondu, à cet égard, qu'elle n'était pas au courant de l'existence de tels contacts et que M. Cilins lui a indiqué qu'il n'avait jamais fait don de produits pharmaceutiques à la fondation caritative dirigée par Mme. Henriette Conté.

**3.1 Le Comité Technique vous invite, pour compléter votre réponse, à fournir une liste des cadeaux ou dons (sous quelque forme que ce soit, et indifféremment de leur montant) faits directement ou indirectement par la société BSGR ou par M. Frédéric Cilins aux associations, fondations, organisation caritatives et sociétés guinéennes.**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*As regards BSGR, no such gifts or donations have been made.*

*As set out in the response to 2.2 above, BSGR is unable to provide information regarding (any) gifts or donations made by Mr Cilins to the stated recipients.*

**3.2 La société BSGR a-t-elle procédé à une enquête ou à des recherches détaillées sur M. Frédéric Cilins avant de désigner ce dernier comme son agent en Guinée ? Plus généralement, pourriez-vous fournir tout élément utile sur le processus de désignation de M. Frédéric Cilins comme agent de BSGR en Guinée ?**

*See 1.1 above. BSGR did not appoint Mr Cilins to any role.*

**4. Allégation 5**

Le Comité Technique a exposé l'allégation selon laquelle M. Ibrahima Sory Touré aurait reçu divers cadeaux et avantages, notamment une nomination en 2006 en tant que directeur des relations extérieures de BSGR en République de Guinée. Il est notamment allégué que M. Ibrahima Sory Touré était, dès le début de l'engagement de BSGR en Guinée, le principal conseil et guide de M. Frédéric Cilins. Votre société se limite à répondre sur ce point que les nominations de dirigeants locaux sont « une pratique courante pour les sociétés minières et internationales », que M. Ibrahima Sory Touré a été nommé, notamment, pour ses « connaissances professionnelles » et qu'il n'a reçu aucun cadeau.

**4.1 Le Comité Technique vous invite à mettre en évidence l'adéquation entre les diplômes, titres et expériences de M. Ibrahima Sory Touré en tant que journaliste et les fonctions et missions qui lui ont été confiées en tant que directeur des relations extérieures de BSGR en République de Guinée. Pouvez-vous décrire ces fonctions et missions ci-après de manière précise ? Pouvez-vous également fournir une copie de son contrat de travail ainsi que toute information sur les salaires, primes et autres paiements versés à M. Ibrahima Sory Touré ?**

*If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect. Nevertheless, the relevance of this question – which appears to concern whether Mr Ibrahima Sory Touré ought, in your view, to have been appointed to a specific role within BSGR – is not understood. BSGR was free to appoint whomever it wished within its organization.*

*BSGR notes that no evidence whatsoever has been produced that Mr Ibrahima Sory Touré made any improper payment(s) to any Guinean officials or their relatives. In the circumstances, your demand for information regarding the remuneration of Mr Ibrahima Sory Touré is neither relevant, required, nor appropriate.*

**4.2 Par ailleurs, le Comité Technique vous invite à fournir tout élément utile sur les modalités par lesquelles M. Frédéric Cilins est entré en relation avec M. Ibrahima Sory Touré, et sur les circonstances dans lesquelles ce dernier a été présenté à BSGR.**

*BSGR has been unable to discuss this matter with Ibrahima Sory Touré due to his wrongful imprisonment (until December 2013) at the behest of the Government of Guinea, in Guinea. BSGR does not know the exact circumstances in which Mr Cilins came into contact with Mr Ibrahima Sory Touré.*

## **5. Allégation 6**

Le Comité Technique vous a exposé l'allégation selon laquelle M. Beny Steinmetz aurait cherché à rencontrer le Président Conté lors de l'hospitalisation de ce dernier à Genève. M. Steinmetz aurait, selon ces mêmes allégations, rencontré et échangé avec un représentant de la société Glencore pour obtenir des conseils et évoquer un projet de cession des droits que la société BSGR pourrait obtenir dans les gisements de Simandou.

Votre société avance, en réponse, que la seule rencontre entre M. Beny Steinmetz et le Président Conté aurait eu lieu à Conakry, dans un cadre professionnel. Par ailleurs, il est soutenu que « *M. Steinmetz n'a pas eu de contact avec Glencore en rapport avec la Guinée et n'a jamais proposé de céder tout ou partie de ses droits miniers à Glencore* »

Ces réponses sont vagues et imprécises et elles ne sont donc pas de nature à éclairer suffisamment le Comité Technique. Elles appellent, par suite, des compléments de votre part sur les points suivants.

**5.1 En quelle qualité M. Beny Steinmetz a-t-il rencontré le Président Conté ? Quels étaient les participants à la rencontre évoquée par la société BSGR entre le Président Conté et M. Beny Steinmetz ? Quels sujets ont été évoqués à cette occasion ? M. Beny Steinmetz a-t-il rencontré d'autres officiels guinéens lors de ses déplacements en République de Guinée ?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*Mr Steinmetz met with Mr Conté on one occasion: in Guinea at the Presidential palace. The meeting was attended by Mr Steinmetz and Mr Avldan. Neither Mr Steinmetz or Mr Avldan remember the exact details of those accompanying the President, but believe that the meeting included the President's Chief of Staff.*

*At that meeting, the topics discussed were of a high-level nature. They concerned the general state of the country and the political vision of the President in regard to mining. Since President Conte was a man passionately interested in agriculture, much of the discussion related to the need to develop Guinea's agricultural sector.*

**5.2 M. Beny Steinmetz et/ou M. Roy Oron ont-ils été en contact avec la société Glencore dans des dossiers qui ne sont pas en rapport direct avec la République de Guinée ? Le cas échéant, pouvez-vous fournir la liste complète des dossiers ainsi que les dates des rencontres entre M. Beny Steinmetz et/ou M. Roy Oron et les représentants de la société Glencore ?**

*BSGR considers your request to be inappropriate and unwarranted, and that this question is indicative of the baseless and confused process adopted by the Technical Committee as against BSGR. Your question clearly seeks details of discussions that are by their nature both private and confidential, and irrelevant to your 'review' given that it relates to discussion not directly relevant to Guinea.*

*Mr Steinmetz has been acquainted with Ivan Glasenberg, the CEO of Glencore Xstrata plc, for over 10 years in a business and in a personal context. Both Mr Steinmetz and Mr Glasenberg have interests in similar commercial sectors. It is therefore inevitable that they may have discussed matters in line with those interests, but such discussions were entirely unrelated to BSGR's projects in Guinea.*

*We refer you to 2.1 above regarding Mr. Oron, who left the BSG group 6 years ago.*

**5.3 M. Roy Oron ou tout autre représentant de la société BSGR a-t-il rencontré des représentants d'autres sociétés minières afin d'évoquer avec eux la situation de la concession de Simandou ? Si tel est le cas, le Comité Technique vous invite à fournir, notamment, la liste détaillée de ces rencontres, et de leurs participants.**

*As explained in BSGR's response of 26 December 2012, BSGR held discussions and negotiations with the following mining companies regarding opportunities for a participation (not an outright purchase) in the development of the Simandou project:*

- *Aluminium Corporation of China ("Chinalco") on an exclusive basis. Those discussions were not successful;*
- *Libyan Investment Authority. Those discussions were not successful;*
- *Bao-steel. Those discussions were not successful;*
- *Arcelor Mittal, which discussions did not progress;*
- *Vale SA, the details of which transaction are well known to you.*

*Beyond the facts and matters stated above, it is not understood by BSGR how the identity of the participants in such discussions is relevant to the Technical Committee's 'review'. Nor the detail of what was discussed, particularly since the only discussions that were consummated were those relating to Vale SA – and with which the Government of Guinea is familiar, having been fully and contemporaneously apprised of the outcome of those discussions. BSGR will consider any further explanation that the Technical Committee wishes to provide in that regard, and reserves its rights accordingly.*

## **6. Allégation 7**

Les allégations communiquées au Comité Technique font état de l'intervention de M. Roy Oron, agissant pour le compte de la société BSGR, pour soustraire les blocs 1 et 2 de la concession de Simandou alors attribuée à la société Rio Tinto. Dans ce cadre, M. Oron aurait, selon ces mêmes allégations, offert au Ministre des Mines une miniature d'une voiture de course de Formule 1 sertie de diamants.

La société BSGR soutient, d'une part, qu'elle n'aurait jamais oeuvré pour que les blocs 1 et 2 de la concession de Simandou soient soustraits à la concession alors attribuée à la société Rio Tinto et, d'autre part, que le cadeau d'une voiture miniature à une personnalité est une pratique habituelle et que la valeur de ce cadeau est inférieure à 1000 euros.

Le Comité Technique vous demande les éclaircissements suivants sur ces différents points.

**6.1 M. Roy Oron et/ou tout autre représentant de la société BSGR ont-ils évoqué, de quelque manière que ce soit, les blocs 1 et 2 de la concession de Simandou avec le Président Conté, le Ministre des Mines ou avec tout autre officiel guinéen ?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*BSGR's understanding of the Government of Guinea's position at that time is that it was very dissatisfied with Rio Tinto's progress on the project.*

*Regarding Mr Oron, the points that have already been made above in relation to his activities are repeated.*

**6.2 M. Frédéric Cilins a-t-il déjà fait part à BSGR de son intention ou du besoin de mettre en place une politique de dénigrement public de la société Rio Tinto ? Si tel est le cas, quels étaient les termes employés ? Comment la société BSGR explique-t-elle, le cas échéant, sa méconnaissance d'une telle campagne alors même que M. Frédéric Cilins était en contact direct avec M. Roy Oron ?**

*See BSGR's reservation of rights at 6.1 above.*

*BSGR has no knowledge that Mr Cilins had any such intention or need.*

*See above regarding Mr Oron and BSGR's inability to confirm the nature of his communications in any respect at all.*

**6.3 Pouvez-vous fournir une liste des cadeaux du type de la voiture miniature offerte au Ministre des Mines offerts à des officiels guinéens au cours des années en cause (noms des bénéficiaires et fonction occupées par eux ; à défaut nombre de cadeaux et profil général des destinataires) ?**

*The miniature car was not offered to the Minister of Mines as an individual, but to the Ministry of Mines as a corporate gift of appreciation. The BSG group has distributed the same gift at official ceremonies around the world. The gift in question is a token corporate gift which reflects the company's values: speed of execution; and high level technical expertise. Over 100 miniature cars were given around the world as corporate gifts to BSGR project stakeholders.*

*Aside from this particular corporate gift, and aside from the facts and matters already stated in BSGR's 26 December 2012 response, the only similar gift of this nature that was delivered to an official in Guinea is a silver memorial of Jerusalem which was hand delivered to President Alpha Conde by Mr Steinmetz and Mr Avidan, along with the CEO of Vale, Roger Agnelli, in late 2010, shortly after Alpha Conde had been invested as President. Other de minimis tokens may have been given to local village chiefs, as a courtesy upon visiting or arriving in the relevant location.*

**6.4 Existe-t-il, au sein de la société BSGR – compte tenu du caractère très fréquent des cadeaux et libéralités dans cette société -, un règlement même sommaire ou, à tout le moins une plateforme d'entreprise, concernant les cadeaux ou libéralités faits à des tiers ?**

See BSGR's reservation of rights at 6.1 above.

*The Committee appears to have concluded – without explanation, recitation of any allegation, or any particulars at all, that BSGR made "very frequent gifts and donations". It is not specified on what evidence or basis the Committee has reached this judgment. BSGR notes, for now, that this is indicative of the Committee's deeply flawed and unfair process, apparently forming pre-judgments of certain issues, without having put proper detail (including any evidence) of the relevant matters to BSGR for response.*

*Charitable and community-orientated donations by BSGR in the regions in which it operates are made for the good of those regions and for no other purpose.*

**6.5 Le « droit de préemption » a-t-il déjà été évoqué par les officiels guinéens – par exemple par les représentants du Ministère des Mines – avec des représentants de BSGR, notamment avec M. Roy Oron ? Si tel était le cas, en quels termes ce « droit » était-il évoqué ? La société BSGR a-t-elle procédé à une analyse – notamment juridique - de ce « droit » ?**

*The referred "pre-emption right" or right of first refusal ("ROFR") was proposed to BSGR by the Government of Guinea in a non-binding Memorandum of Understanding which was neither executed or performed.*

*No specific legal analysis of the ROFR was conducted as it did not become binding; the respective obligations of the Government of Guinea and BSGR were codified in the Convention de Base, which was entered into in 2009.*

#### **7. Allégation 8**

Selon les allégations fournies au Comité Technique, une montre en or assemblée de diamants d'une valeur d'au moins 60.000 dollars américains aurait été offerte en 2005 au Président Conté par M. Roy Oron pour le compte de la société BSGR.

La société BSGR répond, sur ce point, que « ni M. Oron, ni d'autres employés de BSGR, ni BSGR en tant qu'entité, n'ont, séparément ou ensemble avec M. Cillins ou d'autres, directement ou indirectement donné de montre au Président Conté. Ils n'ont jamais demandé à obtenir un entretien privé avec le Président non plus ».

**Pouvez-vous indiquer les cadeaux (nature, valeur, date du cadeau) offerts au Président Conté ainsi qu'aux autres officiels guinéens et à leurs proches ?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*BSGR refers you to its prior response to the same question at 6.3 above.*

#### **8. Allégation 9**

Le Comité Technique vous a exposé que, le 6 février 2006, BSGR a obtenu un permis de recherches dans la zone de Zogota et que, le 20 février 2006, BSGR (représenté par M. Marc Struik) a signé un Protocole d'accord avec le Ministère des Mines relatif aux blocs 1 et 2 de Sîmandou, aux termes duquel BSGR obtenait le droit d'entreprendre une étude de faisabilité et un droit prioritaire d'obtention d'un titre minier sur ladite zone.

La société BSGR répond, sur ce point, que le protocole visait à créer une entreprise commune avec la République de Guinée et que les droits étaient accordés (et seraient transférés à l'entreprise commune) conformément au

Code Minier. La société BSGR répond également que cette entreprise commune n'a jamais été mise en oeuvre par les parties.

**8.1 La société BSGR est invitée à rapporter la preuve des démarches qui auraient été entreprises aux fins de la mise en oeuvre de cette entreprise commune, ainsi que tout document attestant des raisons pour lesquelles cette démarche n'a pas abouti.**

*No steps were taken to create the Joint Venture with the Republic of Guinea. As mentioned above and as explained in BSGR's response of 26 December 2012, this document was a non-binding document, which was not followed-up by the company or the authorities.*

**8.2 La société BSGR est invitée à apporter des éléments sur l'usage allégué d'un hélicoptère de la Présidence de la République afin de visiter et d'explorer la zone de Simandou Nord et Sud.**

*The Technical Committee is presumably aware that the helicopter referred to (which belonged to President Conté) was the only helicopter available in Guinea at that time, with the exception perhaps of certain of the large mining companies who owned private helicopters. BSGR, like other companies in Guinea at the time, officially rented the helicopter.*

## **9. Allégation 12**

Le Comité technique vous a exposé l'allégation selon laquelle, à la demande de BSGR, Mme Mamadie Touré serait intervenue « *de façon virulente* » auprès de hauts-fonctionnaires de la République de Guinée, organisant des réunions entre certains d'entre eux et son époux, réunions au cours desquelles des instructions auraient été clairement données pour que les droits sur le gisement de Simandou soient retirés à la société Rio Tinto et transférés à BSGR.

La société BSGR répond sur ce point que Mme Mamadie Touré, n'ayant que 25 ans et n'étant pas la femme du Président, elle « *n'a jamais assisté à des réunions au Ministère des Mines auxquelles des représentants de BSGR étaient présents.* ».

Le Comité Technique vous demande les éclaircissements suivants sur ces différents points.

**9.1 Le Comité technique vous invite, pour compléter votre réponse, à fournir un compte rendu de l'ensemble des réunions auxquelles des représentants de votre société ont participé au Ministère des Mines de la République de Guinée (ou avec des représentants de ce ministère).**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

**9.2 Quel était le rôle et quelles missions étaient précisément confiées (le cas échéant, par des intermédiaires) à Mme Mamadie Touré par BSGR ?**

*Mamadie Touré was not specifically entrusted with any role or assignment by BSGR.*

## **10. Allégation 13**

Le Comité Technique vous a exposé l'allégation selon laquelle M. Ibrahima Sory Touré, le beau-frère du Président, employé par BSGR, aurait « *à au moins une reprise* » communiqué « *l'ordre* » du Président Conté au Ministère des Mines de transférer les droits sur les blocs 1 et 2 de Simandou à BSGR.

Votre société se borne à répondre que M. Ibrahima Sory Touré n'est pas le beau-frère du Président Conté et qu'il n'a jamais donné d'ordres à des fonctionnaires.

**10.1. Pouvez-vous fournir un compte rendu détaillé des réunions qui ont eu lieu entre M. Ibrahima Sory Touré et des fonctionnaires du Ministère des Mines ou d'autres officiels guinéens ?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*BSGR has been unable to discuss this matter with Ibrahima Sory Touré due to his wrongful imprisonment at the behest of the Government of Guinea, in Guinea, and in the circumstances is unable to respond at this time pending raising the matter with Mr Touré. BSGR reserves its rights in that respect.*

**10.2 La société BSGR confirme-t-elle son affirmation selon laquelle M. Ibrahima Sory Touré ne serait pas le beau-frère du Président Conté ?**

*BSGR has been unable to discuss this matter with Ibrahima Sory Touré due to his wrongful imprisonment (until December 2013) at the behest of the Government of Guinea, in Guinea, and so is not in a position to respond. BSGR reserves its rights in that respect. However, as far as BSGR is aware, Mr Ibrahima Sory Touré was not President Conte's brother-in-law and we are not aware that Mr Touré has ever alleged the contrary. BSGR therefore maintains its prior position.*

**11. Allégation 14**

Le Comité Technique vous a exposé l'allégation selon laquelle le décret ordonnant le retrait de la concession minière accordée à la société Rio Tinto daté du 28 juillet 2008 serait intervenu en méconnaissance de la procédure prévue par le Code Minier alors en vigueur.

La société BSGR se limite à une affirmation selon laquelle elle aurait reçu un avis juridique confirmant la conformité du retrait avec la loi guinéenne, et aurait simplement vérifié que le groupe Rio Tinto n'avait pas contesté le retrait en justice.

**11.1 Pouvez-vous fournir l'avis juridique dont il s'agit au Comité Technique**

*BSGR notes that, notwithstanding that the Technical Committee has consistently refused to provide to BSGR any substantive evidence on which it relies, it now requests that BSGR produce to it a document which is clearly subject to legal privilege. BSGR has not waived, and does not waive, privilege in that respect and declines this request.*

**11.2 Pouvez vous expliquer, dans le détail, la nature précise du « droit de préemption » dont disposerait la société BSGR pour les blocs de Simandou ?**

*See the response to 6.5 above.*

**12. Allégation 16**

Le Comité Technique vous a exposé l'allégation selon laquelle au moins un autre contrat de commission du type de ceux évoqués dans les autres allégations, à savoir visant une rémunération en échange de l'assistance dans l'obtention des droits de BSGR dans les gisements de Simandou et/ou de Zogota, aurait été conclu avec des personnes agissant pour le Gouvernement de la République de Guinée, ou des membres de leurs familles.

Votre société nie avoir conclu de tels contrats (ce qu'aurait confirmé M. Asher Avidan, que les allégations désignent comme l'intermédiaire entre BSGR et ses partenaires) et affirme avoir agi de manière transparente sans faire aucun versement aux personnes désignées.

**En complément du point 7 (Allégation 8), pouvez-vous faire état de l'ensemble des cadeaux (nature, valeur, date du cadeau) offerts par BSGR (ou toute autre entité ou personne agissant pour le compte de BSGR ou assistant BSGR) aux personnes agissant pour le Gouvernement de la République de Guinée ou susceptibles d'influencer les décisions du Gouvernement ainsi qu'aux membres de leurs familles ?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*No such gifts (above and beyond those already noted in response to point 7 (Allegation 8)) of the type specified have been made at any time by BSGR.*

### **13. Allégation 17**

The Technical Committee reported the allegation that the Minister of Mines signed the official deeds of transfer of Rio Tinto's rights to BSGR for Simandou blocks 1 and 2 on 9 December 2008.

Your company asserts in response (i) that the permits held by Rio Tinto in violation of the Mining Code had already been partially withdrawn in July 2008, (ii) that the assignment of the rights to BSGR had followed several months of competition between BSGR and two other companies, during which the companies' offers had been the subject "of a detailed review process" by the Mining Promotion and Development Center (CPDM) and the Minister of Mines, and therefore (iii) that there had been no transfer of rights or permits from Rio Tinto to BSGR.

**Pouvez-vous fournir les documents relatifs aux « réunions et [...] échange de correspondances entre les candidats le CPDM et le Ministre des Mines » ?**

*It is inconceivable that the Technical Committee does not have, or cannot obtain from the Government under whose control it works, copies of the documents that it here seeks from BSGR. In any event, BSGR is not privy to correspondence of independent third party applicants to the CPDM.*

*In its meetings with the government, BSGR presented its capabilities and experience, as well as the concrete results achieved in record time in the country with the Zogota project which justified and reinforced its application to the Blocs 1 & 2. A full copy of the track record and presentation to the CPDM have been submitted to the government on two previous occasions and BSGR invites the Committee to review that material.*

### **14. Allégation 18**

Le Comité Technique vous a invité à fournir des précisions sur (i) la somme qui aurait été versée à M. Cilins en rémunération de son travail et au titre d'une prime de réussite, ainsi que sur (ii) une proposition, qui aurait été déclinée par M. Cilins, de devenir « responsable pays » de BSGR en République de Guinée.

Votre société nie tout versement et conteste avoir proposé le poste occupé par M. Avidan à M. Cilins.

**14.1 Pour éclairer son jugement sur ces points, le Comité Technique renvoie à la question III.1.1.**

*Since this question repeats the prior question noted by the Committee, see the prior answer at 1.1 above.*

**14.2 En outre, pourriez-vous préciser davantage le rôle de M. Ibrahima Sory Touré dans la relation entre M. Frédéric Cillins et les officiels guinéens ?**

*Please see above responses.*

**14.3 Vos affirmations étant en contradiction avec les déclarations de M. Frédéric Cillins, le Comité Technique vous invite à fournir des informations sur la proposition de la société BSGR à M. Frédéric Cillins – de prendre le poste de Directeur-Général en Guinée – et sur les raisons pour lesquelles M. Frédéric Cillins a refusé cette proposition.**

*BSGR does not understand what "statements" of Mr Cillins are referred to, and apparently relied on, by the Technical Committee. BSGR has asked, on numerous occasions, for full production of the evidence on which the Committee relies in its crusade against BSGR and, so far, has been refused any production of such material. If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

**15. Allégation 19**

Selon les allégations fournies au Comité Technique, c'est à la suite de l'octroi des droits sur les gisements de Simandou et de Zogota que M. Ibrahima Sory Touré aurait été promu au poste de Vice-président de BSGR.

Votre société répond sur ce point que la promotion de M. Ibrahima Sory Touré est intervenue « *dans la suite naturelle de sa carrière* ».

**Quel était le rôle de M. Ibrahima Sory Touré au sein de la société BSGR après le départ de M. Frédéric Cillins ?**

*Mr Ibrahima Sory Touré was hired by BSGR in to head External Relations of the group. For the most part his job consisted of the setting up of meetings, community relations and communication activities. Further, see the responses to allegation 5 above.*

**16. Allégation 20**

Le Comité Technique vous a exposé l'allégation selon laquelle (i) dans la période qui a immédiatement suivi l'acquisition des droits sur les gisements de Simandou et Zogota, BSGR et M. Beny Steinmetz ont négocié une cession de ceux-ci à des acquéreurs potentiels (l'Autorité libyenne d'investissement, Arcelor Mittal S.A., Glencore Int. plc et Companhia Vale do Rio Doce S.A., « Vale ») permettant l'exécution effective des obligations auxquelles BSGR avait souscrit, (ii) ce qui a finalement débouché, en avril 2010, sur un accord aux termes duquel BSGR cédait à la société Vale une participation majoritaire dans ses droits miniers en République de Guinée.

La société BSGR affirme en réponse que (i) la participation de co-investisseurs dans un projet de cette ampleur est naturelle, et que (ii) les accords conclus entre Vale et BSGR n'imposaient pas d'informer le Gouvernement dès lors que ceux-ci portaient sur la cession du capital d'une société qui ne détenait pas de permis minier (à savoir la société mère de la société mère de l'entité guinéenne titulaire des permis).

**16.1 Pour permettre au Comité de préciser sa vision de l'opération, pouvez-vous préciser la manière dont vous avez « tenu le gouvernement informé de [vos] démarches dans ce domaine », et pouvez-vous produire les documents relatifs à « l'approbation » du Gouvernement de la République de Guinée pendant la phase de négociation avec Vale ?**

*All letters and correspondences regarding the approval of the transaction with Vale have been duly submitted to the government and the CTRTCM on previous occasions in 15 files of papers delivered in 2011 and again in December 2012. BSGR invites the Committee to review the materials which have been in its possession for over 2 years now.*

*BSGR also understands that the legal advice and report of Heenan Blaikie that was commanded by Alpha Conde in 2011 regarding the analysis of the process and the transaction between BSGR and Vale, was that BSGR did not have the legal obligation to inform or request the approval of the government of Guinea for the transaction as it involved not the transfer of rights but the transfer of shares of the mother holding company located outside of Guinea.*

**16.2** La présentation de BSGR en date de mai 2005, qui a été fournie au Comité Technique par BSGR en annexe de son courrier du 26 décembre 2012, ne cite aucun projet de minéral de fer. Le document « Proven Track Record » en date de 2012, fourni en annexe du même courrier, mentionne seulement un projet de minéral de fer (le « Kumba Iron Ore »). Pouvez vous, par suite, fournir (i) toute information relative à la capacité de BSGR, en 2008, d'exploiter un gisement de minéral de fer de la dimension de Simandou (blocs 1 et 2) et/ou fournir (ii) toute information qui aurait été communiquée au Gouvernement entre 2006 et 2008 ?

*We refer you again to the information provided to the Technical Committee on two previous occasions. BSGR again invites the Committee to review that information.*

#### **17. Allégation 21**

Le Comité Technique vous a exposé l'allégation selon laquelle, à la suite du décès du Président Conté le 22 décembre 2008 et au supposé harcèlement des forces liées au nouveau gouvernement militaire de M. Moussa Dadis Camara, votre société a noué des relations étroites avec (i) de hauts responsables militaires du nouveau gouvernement, sur le conseil de M. Victor Kenan, ainsi qu'avec (ii) le nouveau Ministre des Mines, M. Mahmoud Thiam.

Votre société (i) affirme en réponse ne s'être jamais plainte de harcèlement de la part de l'armée et (ii) nie toute relation particulière avec une quelconque personnalité militaire, ainsi que toute intervention de M. Victor Kenan, « avec lequel BSGR n'a jamais entretenu de relations professionnelles » et (iii) avance que les relations entretenues avec M. Mahmoud Thiam sont « normales », comme celles qu'un ministre doit entretenir avec « tous les opérateurs miniers de Guinée ».

**17.1.** Pouvez-vous préciser à quelle(s) occasion(s) BSGR et M. Mahmoud Thiam ont été amenés à collaborer ? Le cas échéant, pouvez-vous fournir le compte-rendu des entrevues entre des membres de BSGR - ou leurs représentants - et M. Mahmoud Thiam ?

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*All meetings with Mr Thiam, his teams at the CPDM and the Committee charged with analysing the feasibility studies of BSGR submitted to the government, were in full coordination and compliance with the Guinean rules governing mining companies. BSGR does not possess notes or reports of the meetings, but invites the Committee to review the correspondence exchanged with the Ministry in the course of that period. Such correspondence was submitted to the Minister of Mines Lamine Fofana and to the CTRTCM in 2012 by BSGR.*

**17.2** Quelles étaient les relations entre la société BSGR et la société Global CST ? Le Comité Technique vous invite à fournir toutes les informations pertinentes en la matière : contrats, documents préparatoires, courriers ou emails etc...

*There is no, and there never has been a substantive relationship BSGR and Global CST. Therefore, BSGR has no contracts, no emails nor preparatory documents to which you refer.*

**17.3. Si les relations entretenues entre BSGR et M. Victor Kenan n'étaient pas professionnelles, pouvez-vous préciser dans quel contexte votre société (ou tout employé ou représentant de votre société) a pu rencontrer M. Victor Kenan ou collaborer avec lui ?**

*Mr Avidan, as an Israeli citizen and while being in Guinea developed a personal relationship with Mr Kenan due to his unofficial role as the Israeli representative vis-à-vis the Israeli embassy in Senegal. Mr Avidan hosted Mr Kenan on a friendly basis in Conakry on a few occasions to celebrate Jewish holidays or to participate in Shabbat dinner.*

*In 2008, while the financial crisis caused many projects to freeze operations, Mr Avidan accepted to rent a bulldozer from Basad Company for the construction of roads near the villages of Zogota. This company and bulldozer was owned by Mr Kenan. That is the full extent of the commercial relationship between Mr Kenan and BSGR or its representatives.*

*Mr Steinmetz had no relationship whatsoever with Victor Kenan.*

#### **18. Allégation 22**

Selon les allégations fournies au Comité Technique, (i) des versements en liquide transportés par des avions d'affaires de BSGR auraient été effectués au profit des hautes personnalités militaires mentionnées dans l'allégation 21 supra. En outre, selon ces mêmes allégations, (ii) M. Mahmoud Thiam aurait à plusieurs reprises servi de mandataire à BSGR pour les besoins de ces versements.

La société BSGR affirme en réponse n'avoir jamais versé d'argent à des personnalités militaires ou à M. Mahmoud Thiam, ni avoir utilisé ses avions pour transporter de telles sommes.

Ces réponses sont vagues et imprécises et elles ne sont donc pas de nature à éclairer suffisamment le Comité Technique. Elles appellent, par suite, des compléments de votre part sur les points suivants.

**18.1. Quelle a été la nature des contacts ou échanges (nature, fréquence, lieux de rencontre) entre la société BSGR et les responsables militaires du Gouvernement guinéen en place en 2009 et 2010 ?**

*BSGR notes that the Committee refers to allegations having been "communicated" to it, but it does not provide any detail of how it was informed, of precisely what it was informed of, nor of what (if any) evidence it has in its possession and/or on which it intends to rely, that might support the reported allegation(s). If BSGR is to be able to fully consider this request, it is necessary that proper disclosure of the Committee's "case" (such that it is) in relation to this allegation is given. BSGR will then be able to further consider its response and reserves its rights in that respect.*

*There was never any contact with any military officials whatsoever with the exception of the acting presidents from 2009-2010, who, as the Committee will be aware, were Dadis Camara and Sekouba Konaté.*

*Following his accession to power, on Dadis Camara requested BSGR to present to him the group's activities and ambitions in the country. There were two or three meetings with Dadis Camara during his tenure as acting President. These related to Guinea and to progress on the project.*

*Mr Camara was also introduced to representatives of Chinalco who were interested at the time in entering into a Joint Venture with BSGR to develop the Simandou project.*

*Insofar as meetings with Mr Konaté are concerned, Mr Steinmetz met with him on one occasion together with representatives of Vale when he took over the power from Mr Camara, and when he was introduced to the Vale executive delegations visiting Guinea with BSGR, informing the President at the time of their intention to invest in Guinea through a Joint Venture with BSGR.*

**18.2. Quelle a été la nature des contacts ou échanges (nature, fréquence, lieux de rencontre) entre la société BSGR et M. Mahmoud Thiam ?**

See 17.1 above.

**18.3. Quelles étaient les relations entre M. Victor Nassar et M. Victor Kenan ?**

*BSGR has no information about the relationship between these two individuals. In fact, the name of Victor Nassar was for the very first time brought to BSGR's attention following a defamatory article which was anonymously published in the Le Canard Enchaîné a few days before the recent legislative elections held in Guinea.*

*BSGR, as the Comité is aware, has commenced legal proceedings against the Journal for defamation and has sought damages for the resulting harm.*

**18.4. Quelles étaient les relations entre M. Victor Nassar et M. Beny Steinmetz ? Notamment, le Comité Technique vous invite à fournir des informations sur la conclusion d'un accord entre la société BSGR et PNR, un mouvement politique guinéen.**

*In accordance with the response to 18.3 above, Mr Steinmetz confirms that he has never met, spoken with, or been in contact with Mr Nassar.*

*Your allegation concerning PNR is not understood: BSGR has never concluded, signed, negotiated, discussed or even considered entering into any type of agreement with PNR.*

**18.5. Pouvez-vous fournir les comptes-rendus d'utilisation des avions d'affaires de la société en 2008, 2009 et 2010 ?**

*As was explained in BSGR's prior response, the use of corporate jets was occasional, to fly employees of BSGR into Guinea or to help the exploration teams in the isolated zones of Kerouane and Nzerekore gain access to vital supplies of food and work equipment.*

**19. Allégation 23**

Le Comité Technique vous a exposé l'allégation selon laquelle BSGR aurait fourni des avantages matériels (mise à disposition de l'avion d'affaires, location de chambres d'hôtel, dont le Mandarin Oriental Hôtel à Genève) et péuniaires substantiels à M. Mahmoud Thiam, lequel se serait d'ailleurs rendu en Israël pour assister au mariage de la fille de M. Beny Steinmetz.

Votre société avance, en réponse, n'avoir jamais versé d'argent ni mis à disposition l'avion d'affaires de la compagnie à M. Mahmoud Thiam, qui a néanmoins pris à une seule occasion un avion planifié de BSGR à destination de l'Europe pour « *participer à une mission gouvernementale officielle* ». Vous ajoutez que l'invitation au mariage de la fille de M. Steinmetz n'était qu'une invitation parmi plus de 1000 autres, et qui était, de plus, destinée au président Dadis Camara, qui n'a pu s'y rendre et a demandé à M. Mahmoud Thiam de le remplacer.

**Dans quel contexte (Informations du vol, personnes présentes, but de la mission), M. Mahmoud Thiam a-t-il pris place dans un avion « planifié » par la société BSGR pour se rendre à une « mission gouvernementale officielle » ?**

*BSGR assisted Mr Thiam by allowing him to travel to Europe. Transport in Guinea at that time was very limited and disrupted.*

**20. Allégation 24**

Le Comité vous a invité à fournir des précisions sur les allégations selon lesquelles M. Mahmoud Thiam aurait, dans l'espoir de recevoir de nouveaux avantages matériels et péuniaires de la part de BSGR :

- renouvelé les titres miniers de Rio Tinto sur Simandou sans y inclure les blocs 1 et 2 afin d'affermir les droits de BSGR sur ces blocs ;

- signé la Convention de base relative au développement du gisement de Zogota du 21 décembre 2009 en faveur de BSGR ;
- consenti aux accords passés entre BSGR et Vale en avril 2010 sans avoir obtenu la documentation sous-jacente.

De manière générale, ces allégations tendent à mettre en évidence que M. Mahmoud Thiam aurait oeuvré de manière significative et continue en faveur des intérêts de BSGR en République de Guinée (notamment en privilégiant le projet d'exportation du minerai de fer par le Libéria, au détriment du projet d'un chemin de fer transguinéen).

En réponse, votre société (i) réaffirme que les droits de la société Rio Tinto sur les blocs 1 et 2 auraient été retirés en juillet 2008, soit avant l'arrivée aux responsabilités de M. Mahmoud Thiam, et (ii) soutient que la Convention du 21 décembre 2009 aurait contraint BSGR à accorder des avantages substantiels à la République de Guinée, d'autant plus que BSGR s'était déjà engagée à réallser le chemin de fer transguinéen Kankan-Conakry « *en échange de l'engagement de la République de l'autoriser à évacuer le minerai de fer par le Libéria* ».

**Le Comité Technique vous invite à fournir tout document utile pour justifier vos affirmations.**

*BSGR notes the Committee's pre-judgment that the allegations it refers to "tend to show" that Mr. Thiam worked in BSGR's interests. It is not understood how an allegation can itself "show", establish, or prove, any fact or matter on which the Committee could properly rely in its 'review'. This illustrates BSGR's deep concern for the fairness, impartiality and legitimacy of the Committee's 'review' and any decision or recommendation by it.*

*Further, this request seeks production of all documents on which BSGR may rely, whilst the Committee simultaneously refuses to produce any documents on which it claims to rely. The Committee's stance is manifestly unfair and prejudicial to BSGR's ability to properly address the "allegations" put to it. BSGR will consider production of documents on which it relies only upon confirmation that the Committee will produce its evidentiary documents to BSGR, as has been consistently requested since the outset of the 'review'. BSGR reserves its rights in that respect.*

*BSGR has, in any event, provided all relevant documents on two prior occasions within the 'review' process.*

## **22. Allégation 25**

Le Comité Technique vous a exposé l'allégation selon laquelle BSGR aurait appuyé, totalement ou partiellement, l'organisation par M. Victor Kenan d'une visite à Conakry en mars 2009 de hautes personnalités d'Israël pour le compte de la société Global CST ayant débouché sur la vente illégale par cette société à l'armée guinéenne de matériel militaire d'une valeur de 10.000.000 de dollars américains.

La société BSGR affirme en réponse (i) ne rien connaître des activités de Global CST, (ii) n'avoir soutenu en aucune manière la vente d'arme à la République de Guinée, et (iii) ne pas avoir connaissance des activités de M. Victor Kenan pour le compte de Global CST.

**22.1 Si les relations entretenues entre BSGR et M. Victor Kenan n'étaient pas professionnelles, pouvez-vous préciser dans quel contexte votre société a été amenée à rencontrer M. Victor Kenan ou collaborer avec lui ?**

*See the response to 17.1 above.*

**22.2 Quelles étaient les relations entre la société BSGR et la société CST Global ? Pouvez-vous fournir, de manière exhaustive, toutes les informations pertinentes relatives à ces relations : contrats, documents préparatoires, courriers, emails etc... ? Plus précisément, il vous est demandé de fournir des informations relatives aux procédures d'enquête qui concernent les relations entre M. Beny Steinmetz et la société CST Global en Guinée.**

*See the response to 17.2 above.*