

3. Contract of Aerial Photography

CONTRACT FOR AERIAL PHOTOGRAPHY
OF
SOUTH KENYA MAPPING PROJECT

This contract made and entered upon on this 15th day of the month of July of the year, 1988 between International Engineering Consultants Association (Japan), a corporate judicial person established in accordance with the laws of Japan with its principal office at No.3-23, Kojimachi 5-chome, Chiyoda-ku, Tokyo, Japan (hereinafter referred to as "IECA") as the representative of the consortium for the South Kenya Mapping Project and PHOTOMAP International Inc., a company established in accordance with the laws of Liberia with its principal office at La Motte Chambers, St. Helier, Jersey, Channel Islands (hereinafter referred to as "PHOTOMAP"). IECA and PHOTOMAP are sometimes referred to herein together as the PARTIES.

WITNESSETH

WHEREAS, Japan International Cooperation Agency (hereinafter referred to as "JICA") and Ministry of Lands & Settlement in the Republic of Kenya have agreed upon to perform the aerial photography of an area of 29,800 sq. km. over Coast Province, the Republic of Kenya (hereinafter referred to as "WORK") as a part of the South Kenya Mapping Project in accordance with the Scope of Work signed on 19th March, 1987, and

WHEREAS, JICA entrusted the above-mentioned WORK to the consortium for the South Kenya Mapping Project of IECA and Pasco International Inc. (hereinafter referred to as "CONSORTIUM") with IECA acting as a representative, and

WHEREAS, CONSORTIUM desires to sublet Work to be done by PHOTOMAP, and whereas, PHOTOMAP is willing to do so.

- 1 -

(66)



Now, THEREFORE, the PARTIES hereby agree as follows:-

ARTICLE 1. Work

PHOTOMAP shall perform aerial photography at scale of 1/60,000 covering the area of approx. 3,000 sq. km. (hereinafter to as "Mission") according to Flight Plan as shown on Fig. 1 of the Specifications, Exhibit A, and CONSORTIUM shall pay PHOTOMAP for said WORK.

ARTICLE 2. Specifications

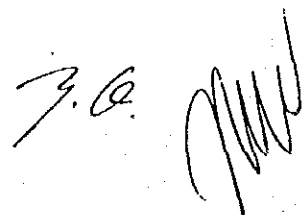
WORK shall be performed in accordance with the attached Specifications, Exhibit A, which is considered to be an integral part of this Contract.

ARTICLE 3. Preparation for the Work

PHOTOMAP shall provide all the necessary skilled and well-trained personnel for taking the aerial photographs and developing the aerial film as well as the required materials. CONSORTIUM will be responsible for supplying PHOTOMAP with Flight Plan prepared on the available map at a scale of 1/500,000 showing the area to be photographed. The Flight Plan will show the runs to be flown.

ARTICLE 4. Commencement of the Work

PHOTOMAP shall mobilize the aircraft, crew and necessary equipment to Nairobi or Malindi or Mombasa Airport (or other suitable airport), unless hindered by force majeure, after the receipt of instruction of commencement from CONSORTIUM and shall commence the Work as soon as possible.



ARTICLE 5. Work Period

PHOTOMAP shall complete all aerial photography and laboratory work within the period specified hereunder after the mobilization to above-mentioned Airport subject to weather conditions.

Work Period

Mission Case 1 : within (10) days from 10 August 1988 to 19 August 1988 (mob/demob will be made once)

Mission Case 2 : within (10) days from 10 August 1988 to 19 August 1988 and within (15) days from 26 January 1989 to 9 February 1989 (mob/demob will be made twice)

ARTICLE 6. Representative of Consortium on Site

CONSORTIUM will send its personnel to Kenya as its representative during the flying period in order to coordinate with the crew and promote the flight of PHOTOMAP. Representative will have the following claims and obligations:-

1. Inspection and check of the progress and final results of aerial photography.
2. Instruction of reflight and re-print when the results are out of Specifications.

J. G. O'Neill

ARTICLE 7. Inspection of Results

When each roll of film has been photographed and photo processing has been conducted thereafter, PHOTOMAP shall give a notice of completion to CONSORTIUM's representative in Kenya. PHOTOMAP shall submit each one (1) set of check prints and a preliminary flight index to CONSORTIUM's representative immediately upon completion of each photo processing for the inspection and approval. If and when such results are not accepted by CONSORTIUM's representative because of nonconformance with the attached Specifications, PHOTOMAP shall perform reflights and submit the results to CONSORTIUM for its approval.

ARTICLE 8. Reporting

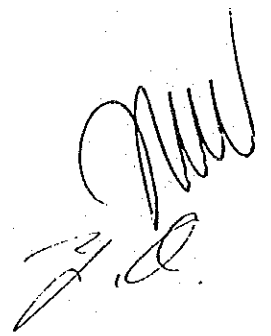
PHOTOMAP shall submit a written weekly report of WORK in English to CONSORTIUM (or CONSORTIUM's Representative), as well as the flight record. Flight record form shall be provided by CONSORTIUM.

ARTICLE 9. Liability

CONSORTIUM shall be exempted from or kept harmless against any claim, damage, loss and/or accident incurred on or arisen on the third party in connection with any activity of PHOTOMAP during the period of WORK.

ARTICLE 10. Insurance

PHOTOMAP shall be held liable for injuries to third parties resulting from PHOTOMAP's negligence. PHOTOMAP shall be responsible for holding negotiations with injured parties and implementing all necessary steps which will insure the settlement of the matter.

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ARTICLE 11. Contract Price

Total Contract Prices and Breakdowns of Case 1 and Case 2 including mob/demob. charges shall be as follows:-

Case 1: Total Contract Price
US\$ 54,836.--(Say US Dollars Fifty Four Thousand Eight Hundred Thirty Six only).

Breakdown

Mob/Demob. US\$
Aerial Photography US\$
Photo Processing US\$

Case 2: Total Contract Price
US\$ 69,236.--(Say US Dollars Sixty Nine Thousand Two Hundred Thirty Six only).

Breakdown

Mob/Demob. US\$
Aerial Photography US\$
Photo Processing US\$

ARTICLE 12. Actual Flying Costs

Landing, parking, fuel and any other fees concerning actual flying shall be borne by PHOTOMAP.

ARTICLE 13. Payment Conditions

Payment of Case 1 and Case 2 shall be made as follows:-

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Case 1:

- a) US\$ as advance payment.
- b) US\$ within 30 days after the completion of Aerial Photography and Photo Processing of "Case 1" and the acceptance of Results by CONSORTIUM's representative.

Case 2:

- a) US\$ as advance payment.
- b) US\$ within 30 days after the completion of "case 2" and photo processing and the acceptance of results by CONSORTIUM's representative.

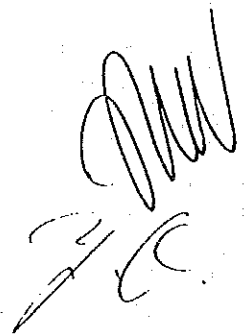
In case that all the aerial photography and processing could not be completed due to the reason not responsible to PHOTOMAP, payment shall be made on a pro rata basis plus mob/demob. fee for the WORK completed.

TA X (Total contract price minus mob/demob. charges)

TF

Note : TA is the total line kilometres of acceptable flight runs and TF is the total extended line kilometres of flight runs shown in the attached Flight Plan, Fig. 1 of Exhibit A.

Payment shall be made by cash and/or telegraphic transfers to PHOTOMAP's account mentioned below against the invoice countersigned by CONSORTIUM's representative:

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Royal Trust Bank (Jersey) Limited
P. O. Box 194
Royal Trust House
Colomberie
St. Helier
Jersey
Channel Islands

Telex: 4192351

A/C No: 9020-778680-861 PHOTOMAP INTERNATIONAL INC.

ARTICLE 14. Force Majeure

- a) Any failure by PHOTOMAP to carry out any of its obligations under this Contract shall not be deemed a breach of Contract, if such failure is caused by force majeure or reasons beyond such party's reasonable control. For purposes of this Contract force majeure shall include wars, insurrections, civil disturbances, blockages, embargos, strikes and other labour conflicts, riots, earthquakes, epidemics, storms, floods, explosions, fires, lightening, orders or directions of any government or instrumentality or sub-division thereof, acts of God or the public enemy, and any other causes (whether or not the kind hereinabove described) over which PHOTOMAP has no reasonable control and which is of such a nature as to make timely compliance with its obligations under this Contract impossible.
- b) In this event, PHOTOMAP shall notify CONSORTIUM thereof in writing, stating the cause, and PHOTOMAP and CONSORTIUM shall do all reasonably within their power to remove such cause; provided however that neither party shall be obligated to resolve or terminate any disagreement with third parties, including labour disputes, except under conditions acceptable to it or pursuant to the final decision of any arbitral, judicial or statutory agencies having jurisdiction to finally resolve the disagreement.

- c) If PHOTOMAP is by force majeure rendered unable, wholly or in part, to perform its obligations and meet its responsibilities of PHOTOMAP under this Contract, then PHOTOMAP shall be suspended to the extent of its inability to perform them, and for as long as such inability continues.
- d) The crew is subordinated flight captain who has the final responsibility for the safety of the aircraft and crew and also has the responsibility to carry out the air photo operations according to regulations.

ARTICLE 15. Property

All materials, survey results and information which will be obtained by and furnished to PHOTOMAP under this contract shall remain the property of CONSORTIUM (and will be transferred to the Kenya Government by the Japanese Government) and PHOTOMAP shall not disclose them to others in whole or in part for any other purposes.

ARTICLE 16. Replacement of Crew and Materials

PHOTOMAP shall provide replacements for the aircraft, the aerial camera or any other piece of equipment when such equipment is rendered unusable for any reason. PHOTOMAP shall also provide replacements for the flight crew and necessary laboratory technician, if for any reason, they are not able to carry out their assigned work. Costs for replacements shall be borne by PHOTOMAP.

ARTICLE 17. Assignment and/or Subcontractor

Without written consent of CONSORTIUM, PHOTOMAP shall not assign part or all of this contract to the third party or subcontract any portion of the WORK.

ARTICLE 18. Termination of Contract

CONSORTIUM has the right to terminate this contract without any payment in the following cases:

- a) Except as provided in Article 14, force majeure, if PHOTOMAP does not mobilize the aircraft after the instruction by CONSORTIUM or fail to commence or suspend the WORK for a certain period without justified reasons.
- b) If WORK is not fully performed by PHOTOMAP in accordance with this Contract and Specifications and not rectified it without justified reason.

CONSORTIUM may terminate this contract when they judge it's necessary, by giving PHOTOMAP a written notice which will be delivered at least five (5) days before date of termination. In this event, payment shall be made on a pro rata basis, which is specified in Article 13, Payment Conditions.

ARTICLE 19. Arbitration

All disputes arising in connection with this Contract shall be finally decided under the Rules and Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules.

ARTICLE 20. Changes in WORK Program

CONSORTIUM has the right to change the content of WORK at any time, if necessary, subject to agreement with PHOTOMAP.

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ARTICLE 21. Effective Date of this Contract

This contract shall become effective on the date when the contract is duly executed and signed by both PARTIES.

ARTICLE 22. Fairness, Doubt or Items not specified

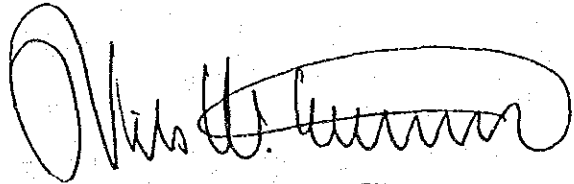
In entering into this contract, the PARTIES recognize that it is impracticable to make provision for every contingency that may arise in the course of WORK. Accordingly, the PARTIES hereby confirm it to be their intention that this contract shall operate between them with fairness. Any doubt in connection with this contract or any item not specified in this contract shall be determined amicably by mutual agreement of the PARTIES.

IN WITNESS THEREOF, the PARTIES have executed this Contract by their duly authorized representatives as of the date first written above.



INTERNATIONAL ENGINEERING
CONSULTANTS ASSOCIATION (JAPAN)
(IECA)

Yoshitomo OGURI
Director in Chief



PHOTOMAP INTERNATIONAL INC.
(PHOTOMAP)

INTERNATIONAL ENGINEERING
CONSULTANTS ASSOCIATION

New Kojimachi Bldg., No. 3-23
Kojimachi 5-chome, Chiyoda-ku,
Tokyo Japan

b) Aerial Camera

A Wild RC-10 camera with a super wide-angle lenscone (88 m.m.) shall be used for aerial photography.

c) Navigation Instruments

Aircraft shall be equipped with proper navigation aids, such as Teledyne Ryan Doppler, Sperry C-12 Compass System, etc. (or similar), which are essential for accurate navigation.

d) Film

Kodak double x Panchromatic Aerographic type 2405 distortion free film (or Agfa film of same quality) shall be used.

e) Printing paper

Ilford 24M paper, Kentmere, Kodak RC2 or equivalent paper shall be used for the reproduction of contact prints.

4. Requirement of Photographic Flying

a) Aerial photography shall be performed to cover the mapping area which consists of 14 Flying runs in total 780 line Km as follows:-

East Block (nearly North-South):	13 runs
Tie course (Boundary with Tanzania):	1 runs

b) Photo Scale, Altitude and Flight Direction

Aerial Photography shall be undertaken at scale of 1/60,000. Flying altitude shall be Approx. 5,840 m. (Datum Level, 500 m)

c) Overlaps

The forward overlap between successive exposures in each run shall be a standard between 55 and 65 percent. The lateral overlap between adjacent runs shall be standard between 25 and 35 percent.

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d) Crab

Crab shall not exceed 10 degrees when measured between the base line and a line parallel to the frame of the negative nor be such that stereoscopic gaps in the photography result from it.

e) Tip and Tilt

Tip and Tilt shall not exceed 5 degrees.

f) Cloud

Although cloud free photographs shall be required, in the case of unfavourable weather conditions, the tolerable volume of cloud shall not exceed 3 percent of the successive 5 photographs. However, the important areas for orientation and cartography shall not be covered with clouds.

5. Final Materials to be Delivered

- a) One (1) set of original film negatives
- b) Two (2) sets of contact prints
- c) Two (2) sets of sepia copy and dyeline paper copy of flight Index map
- d) One (1) set of flight records
- e) One (1) set of weekly progress report on flying

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MINUTES

AERIAL PHOTOGRAPHY OF
SOUTH KENYA MAPPING PROJECT

This minutes made and entered upon on this 13th day of the month of February of the year, 1989 between International Engineering Consultants Association (Japan), a corporate judicial person established in accordance with the laws of Japan with its principal office at No.3-23, Kojimachi 5-chome, Chiyoda-ku, Tokyo, Japan (hereinafter referred to as "IECA") as the representative of the consortium for the South Kenya Mapping Project and PHOTOMAP International Inc., a company established in accordance with the laws of Liberia with its principal office at La Motte Chambers, St. Helier, Jersey, Channel Islands (hereinafter referred to as "PHOTOMAP"). IECA and PHOTOMAP are sometimes referred to herein together as the PARTIES.

In accordance with Contract for Aerial Photography of South Kenya Mapping Project signed on the 15th of July 1988 by Mr. Yoshitomo OGURI, Director in Chief on behalf of International Engineering Consultants Association (Japan) and Mr. Nils Wiklund on behalf of Photomap International Inc., (hereinafter referred to as "CONTRACT"), the PARTIES hereby agree as follows:-

Article 1

Referring to "Article 20. Changes in WORK Program" of CONTRACT, and in view of the fact that all WORK of aerial photography was not able to execute within the Work period stipulated on "Article 5. Work Period" of CONTRACT, PHOTOMAP shall perform aerial photography within (15) days from 13th February to 27th February 1989.

Article 2

Aerial Photography as agreed on above Article 1 shall be performed within the Contract Price stipulated Article II of CONTRACT.

Article 3

Other Terms and Conditions of CONTRACT shall remain unchanged.

This Minutes is signed by the undermentioned;

INTERNATIONAL ENGINEERING
CONSULTANTS ASSOCIATION (JAPAN)
(IECA)

PHOTOMAP INTERNATIONAL INC.
(PHOTOMAP)

Yoshitomo OGURI
Director in Chief

Nils WIKLUND

INTERNATIONAL ENGINEERING
CONSULTANTS ASSOCIATION

New Kojimachi Bldg., NO. 3-23
Kojimachi 5-chome, Chiyoda-ku,
Tokyo Japan

4. Flight Records

Days	Date	Weather	Operation	Air base	Flight hours	Flight course	Processing Checking
1	'89 Feb. 13	Cloudy	Photo taking	Malindi	07:30~08:30, 15:25~16:20	1 ^h 50 ^m	
2	14	"	"	"	07:25~08:15, 15:30~16:30	1 50	
3	15	"	"	"	15:30~16:30	1	
4	16	Clear with clouds	"	"	15:45~18:35	2 50	W5, T1
5	17	Cloudy	"	"	15:40~16:30	50	Developing, printing
6	18	Clear with clouds	"	"	15:55~18:25	2 30	W1, W2, W3
7	19	"	"	"	15:20~18:00	2 40	W5, W8
8	20	Cloudy	"	"	07:20~08:10, 15:40~16:30	1 40	"
9	21	"	"	"	07:00~08:00, 15:35~16:20	1 45	Checking
10	22	"	"	"	07:45~09:00, 15:30~16:30	2 15	
11	23	"	"	"	07:30~08:20, 15:25~16:10	1 35	
12	24	Clear	"	"	06:55~10:20	3 35	W9, W10, W11, W12, W13, W14, W15
13	25	Cloudy	"	"	07:35~08:20, 15:20~16:00	1 25	Developing, printing, checking
14	26	"	"	"	07:20~08:10, 15:30~16:20	1 40	"
15	27	"	"	"	07:25~08:25, 15:30~16:20	1 50	Adjustment

JICA