

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Elders, Community Leaders and Residents of
Tarlo Town,
Blayah Town,
Nuhn Town, and
Qlakpojelay represented by

Their Town Chiefs, Women Leaders and Youth Leaders (as designated)

AND

The Equatorial Palm Oil Company/ LIBINC
District No. 4
Grand Bassa County represented by:

Mr. Sashi Nambiar
Head of Operations

WHEREAS, the Elders, Community Leaders and Residents of Tarlo Town, Blayah Town, Nuhn Town and Qlakpojelay (hereafter 'the Community') have come to a joint resolution with regards to the planned development of Equatorial Palm Oil/ LIBINC (hereafter referred 'the Company')

WHEREAS, the Company is committed to fully applying the principles of Free, Prior and Informed Consent (hereafter FPIC) to its oil palm plantation development and operations;

WHEREAS, the Company and the Community (hereafter the Parties) have jointly mapped the priority land areas within the phase 1 boundary where the Community does not want the Company to develop its oil palm plantation. This joint mapping was inclusive of the consented communities from within the phase 1 boundary and was witnessed by the District Commissioner of District #4.

IT IS AGREED as follows:

1. LAND DEVELOPMENT AFFECTING THE COMMUNITY

- 1.1. The Company will not develop or plant oil palm on the priority land areas where the Community does not want the Company to develop its oil palm plantation.

- 1.2. The map presented in Annex 1 to this agreement illustrates the priority land area where the Community does not want the Company to develop its oil palm plantation.
- 1.3. The Company will proceed with its land development in areas ceded by Consented communities in the phase 1 boundary as guided by its sustainability policy.
- 1.4. The Company will only develop the remainder concession land outside of the Phase 1 boundary with adherence to the principles of FPIC.
- 1.5. The Company is allowed to conduct its FPIC processes within the concession land and will respect the decision of all communities.

2. DISPUTED LAND

- 2.1. The Community agrees that the areas marked on the map presented in Annex 1 to this agreement, as disputed area to remain as the plantation area without any cost to the Company. No further claims will be made on this area by any Parties.

3. AUTHORIZED SIGNATORIES

- 3.1. The Community authorizes the following community leaders to sign onto this Memorandum of Understanding on their behalf:
 - 1) The Town Chief of Blayah Town;
 - 2) The Town Chief of Tarlo Town;
 - 3) The Town Chief of Nuhn Town;
 - 4) The Town Chief of Qlakpojelay;
 - 5) The Chairlady of Blayah Town;
 - 6) The Chairlady of Tarloe Town;
 - 7) The Chairlady of Nuhn Town;
 - 8) The Chairlady of Qlakpojelay;
 - 9) One Youth Representative from Blayah Town;
 - 10) One Youth Representative from Tarloe Town;
 - 11) One Youth Representative from Nuhn Town; and
 - 12) One Youth Representative from Qlakpojelay.
- 3.2. The authorities, duties and privileges of the Authorized Signatories are limited to the signing of this agreement and do not confer any other authorities, duties and privileges not granted unto them by this agreement.

4. ENFORCEMENT OF THE AGREEMENT

- 4.1. The Parties will abide by this agreement.

4.2. If the Community or the Company violates this Memorandum of Understanding, the aggrieved party is free to pursue recourse with the RSPO or any other grievance or redress mechanism that may be accessible to the aggrieved party. For the avoidance of doubt, this may include seeking redress in court of competent jurisdiction.

5. SIGNED

5.1. For the Community

Ronald Davis

Town Chief of Blayah Town



Town Chief of Tarlo Town

Emmanuel

Town Chief of Nuhn Town

Rufus T. Gendru

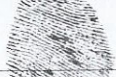
Town Chief of Qlakpojelay



Chairlady of Blayah Town

Daniel Kherkheku

Chairlady of Tarlo Town



Chairlady of Nuhn Town



Chairlady of Qlakpojelay

Roland E. Thomas

Youth Representative of Blayah Town

Witnesses



Resident of Blayah Town



Resident of Tarlo Town

Morris S. Ban Gan

Resident of Nuhn Town

Keseto

Resident of Qlakpojelay



Woman Resident of Blayah Town



Woman Resident of Tarlo Town



Woman Resident of Nuhn Town



Woman Resident of Qlakpojelay

Anthony Johnson

Youth of Blayah Town

Youth Representative of Tarlo Town

Arthur Kenne

Youth Representative of Nuhn Town

Morris K. Benson

Youth Representative of Qlakpojelay

Emanuel White

Youth of Tarlo Town

Samuel John

Youth of Nuhn Town

Luke B. Fred

Youth of Qlakpojelay

5.2. Representative of the consented communities

Rose Swen

New Town representative

Abangon

Mboe Town representative

Joweh Town representative

Intok

Kampala Town representative

Jorpu Town representative

John Daxan

Moyes Town representative

Payes Town representative

J. Effe

Gbanee Town representative

Jeddy

Wisseh Town representative


General Council Chief

Charles Chuma

Community Spokesperson

5.3. For the Company

Mr. Sashi Nambiar, Head of Operations

Witness,

Mr. Rajendran Suppiah, General Manager

Witness,

Mr. Jasvinder Singh, Compliance Manager

5.4 For the facilitators

Silas Siakor, SDI

Witness

James Otto, SDI

Attested by:

Gus Karmanteh
District Superintendent, District #4,
Grand Bassa County



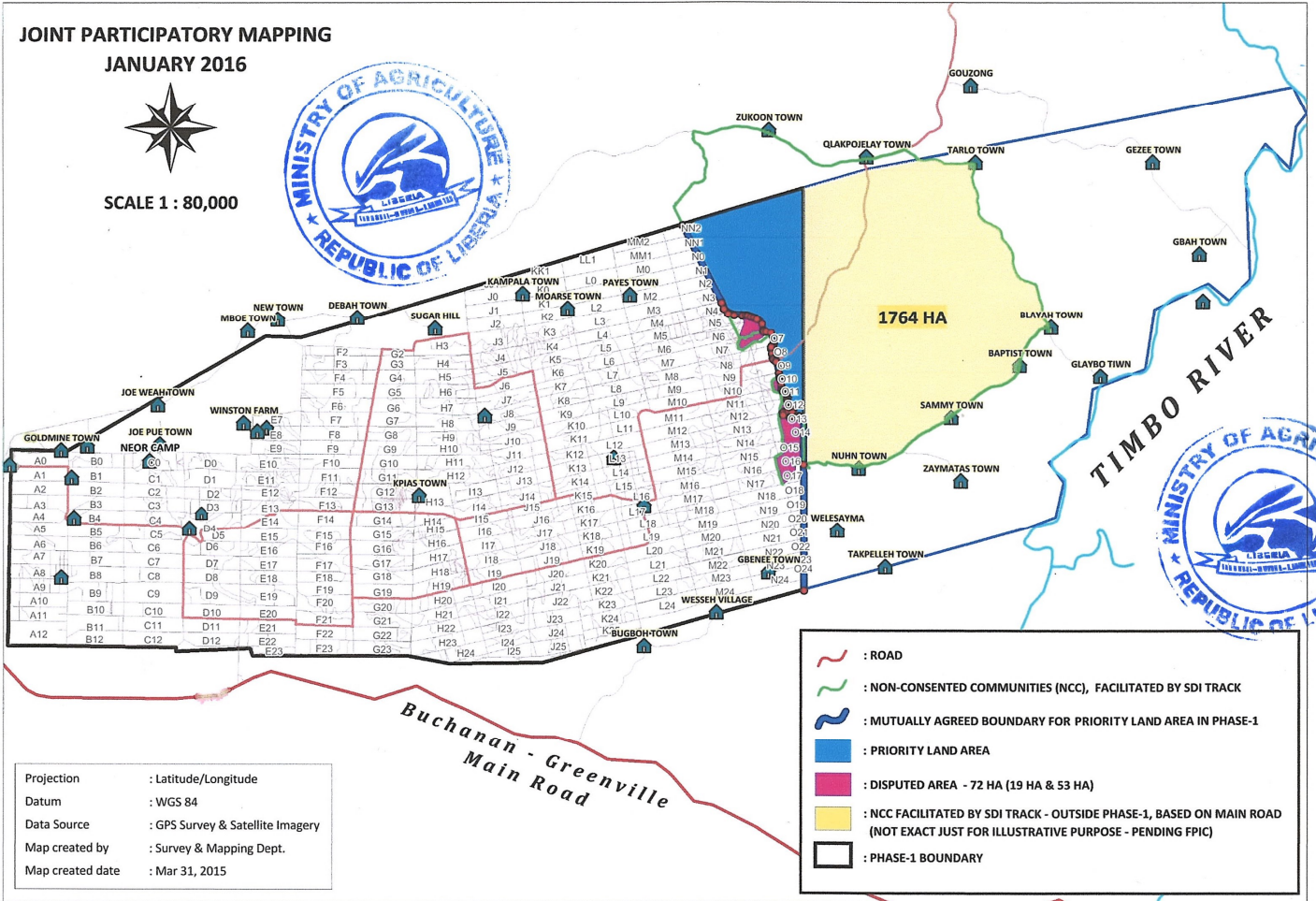
J. Markie Williams
District Commissioner, District #4,
Grand Bassa County

Land Commissioner,
Grand Bassa County

RP Rufus N. Johnson
County Coordinator, Ministry of Agriculture,
Grand Bassa County



ANNEX 1



GPS POINTS ALONG MUTUALLY AGREED BOUNDARY FOR PRIORITY LAND AREA WITHIN PHASE 1

ID	X	Y
P-01	-9.755695000	5.871278000
P-02	-9.749429000	5.858807000
P-03	-9.749108000	5.857796000
P-04	-9.748383000	5.856992000
P-05	-9.747447000	5.856740000
P-06	-9.746116000	5.856628000
P-07	-9.745596000	5.856698000
P-08	-9.745281000	5.856656000
P-09	-9.744747000	5.856454000
P-10	-9.744233000	5.856367000
P-11	-9.743821000	5.856118000
P-12	-9.742958000	5.855333000
P-13	-9.742785000	5.854146000
P-14	-9.742667000	5.854081000
P-15	-9.741645000	5.854031000
P-16	-9.742236000	5.854095000
P-17	-9.741512000	5.853932000
P-18	-9.741084000	5.852186000

ID	X	Y
P-19	-9.741087000	5.852000000
P-20	-9.741477000	5.851279000
P-21	-9.741222000	5.851769000
P-22	-9.741139000	5.851848000
P-23	-9.741374000	5.851690000
P-24	-9.741481000	5.851569000
P-25	-9.741401000	5.850475000
P-26	-9.741222000	5.849796000
P-27	-9.741115000	5.849568000
P-28	-9.740932000	5.849451000
P-29	-9.740756000	5.849392000
P-30	-9.740659000	5.849204000
P-31	-9.740259000	5.847389000
P-32	-9.740211000	5.846726000
P-33	-9.740062000	5.846523000
P-34	-9.739977000	5.846270000
P-35	-9.739970000	5.846059000
P-36	-9.739871000	5.845366000

ID	X	Y
P-37	-9.739848000	5.844762000
P-38	-9.739776000	5.844541000
P-39	-9.739679000	5.844447000
P-40	-9.738718000	5.842017000
P-41	-9.738755000	5.842247000
P-42	-9.738604000	5.841087000
P-43	-9.738778000	5.841221000
P-44	-9.738930000	5.841186000
P-45	-9.739164000	5.841195000
P-46	-9.739673000	5.840988000
P-47	-9.739596000	5.840603000
P-48	-9.738555000	5.840238000
P-49	-9.739208000	5.844281000
P-50	-9.738778000	5.844216000
P-51	-9.738700000	5.843855000
P-52	-9.738823000	5.843439000
P-53	-9.738951000	5.843205000
P-54	-9.738987000	5.842975000

ID	X	Y
P-55	-9.738825000	5.842528000
P-56	-9.738934000	5.842726000
P-57	-9.737132000	5.840414000
P-58	-9.738036000	5.841359000
P-59	-9.738339000	5.841968000
P-60	-9.738183000	5.842069000
P-61	-9.738013000	5.841514000
P-62	-9.738184000	5.841161000
P-63	-9.738400000	5.841075000
P-64	-9.738227000	5.840061000
P-65	-9.738043000	5.840109000
P-66	-9.737857000	5.840248000
P-67	-9.737467000	5.840305000
P-68	-9.736801000	5.840335000
P-69	-9.736300000	5.839895000
P-70	-9.736288000	5.832680000
P-71	-9.736270000	5.812398000

Attested:

Fus T. Gendru
 Morris K. Ben, Sr.
 Arthur Kermel
 Roland Davis
 Rose Swen

John Daya - Chairman
 Daniel Wherwehn
 [Signatures and Stamps]