



GVL GOLDEN
VEROLEUM
LIBERIA

Provisional
Memorandum of Understanding (MOU)
Incorporating Social Agreement
Gbanken, Beloken and Ylatwen
(Wedabo Grandcress Administrative
District)
Final Version

15 Aug 2014

A Brighter Future for Liberia



GVL GOLDEN
VEROLEUM
LIBERIA

Golden Veroleum (Liberia) Inc.
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Monrovia, Liberia
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Provisional
Memorandum of Understanding (MOU)
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Social Agreement
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Provisional Memorandum of Understanding Incorporating Social Agreement

THIS Provisional Memorandum of Understanding (MOU) is made and entered into this 08/15/2014, between Golden Veroleum (Liberia) Inc., Republic of Liberia, a Liberian Domestic Corporation, (hereinafter referred to as "GVL") represented by its Authorized Signatories, named on below, and the undersigned communities of Gbanken, Ylatwen and Beloken in Wedabo Grandcress District of Grand Kru County, Republic of Liberia, (hereinafter referred to as "Community" or "Communities") represented by their Authorized Representatives, named below.

This MOU terms further incorporate the **Social Agreement** between GVL and the Communities.

RECITALS:

WHEREAS, on 2 September 2010 GVL was granted rights by the Republic of Liberia under the provisions of a 65-year agricultural concession agreement (the "Concession Agreement") to engage in the development of land for oil palm and the production and sale of palm oil products, and the Concession agreement is by reference included herein;

WHEREAS, the GVL investment is a business venture which additionally brings considerable benefits to communities in terms of jobs, careers, capacity building, infrastructure, and other social and economic benefits, while also implying changes in many matters of lifestyle and activities of Communities.

WHEREAS, the Communities have invited and hereby confirm GVL to develop land in their Community areas (whether held under customary, traditional, communal, tribal, private usage or forest management or other rights, permits, certificates or titles), for GVL plantings and facilities together with a Community Oil Palm program.

WHEREAS, GVL and Communities have agreed to jointly collaborate and through mutually participatory mapping have identified and shall further identify, a minimum of **5113.53 acres** of land for the development of oil palm by GVL and **1022.71** additional acres of land as may be required for the use of the Community (with support from GVL) to establish a Community Oil Palm program; The contributing acres for the three communities are: Gbanken **1,743.56** acres, Ylatwen **1,923.11** acres and Beloken **1,446.86** acres.

WHEREAS, The Communities have determined or will furthermore determine to their considered satisfaction that such land identification for oil palm purpose still provides for and leaves necessary amount of land for other needs.

WHEREAS, this MOU outlines the process of engagement for future assignment of land for oil palm development, the social, employment and other economic benefits offered by GVL to the Communities, and the Communities' and GVL's approach to resolving grievances should they arise.

WHEREAS, this MOU shall respectfully be registered through the Liberian Legal system and become binding upon the parties hereto, their respective representatives, members, agents, counselors, heirs, successors in office, administrators and assigns, whether past, current or future, as though they were specifically named herein;

NOW, THEREFORE, in consideration of the foregoing, Communities and GVL parties have agreed as follows:

A) Preferences to be provided by GVL to Communities Citizens

GVL agrees to provide preference and priority to Communities citizens for jobs and employment, training, promotion, college and university scholarships and business opportunities in accordance of **Appendix A**.

B) Benefits to be provided by GVL to Communities Citizens Employees of GVL

GVL agrees to provide agreed, timely wages, salaries, free housing, free health care, free education and schooling of children in accordance of **Appendix B**.

C) Benefits to be provided to Communities even if not employed by GVL

GVL will provide USD \$5 per each hectare payments on developed land, repeated every year, to the Community Development Fund, which will be governed with the Communities themselves for development projects; GVL will also construct and rehabilitate roads and bridges; additionally GVL will provide Communities citizens access to GVL schools, university and college scholarships, health care facilities; and GVL will provide business opportunities to Communities entrepreneurs, and GVL will consider the Community for industrial development of an Oil Palm Factory Mill, in accordance of **Appendix C**.

D) Community Oil Palm Program supported by GVL

GVL will support the Communities in the construction of a Community Oil Palm Project, which will be owned by the Communities and its members. GVL proposes that the Community Oil Palm area will be in ratio of 1 acre to every 5 acres the Communities have assigned to GVL. The program will be offered in accordance to **Appendix D** and subject to terms, considerations, rules and regulations to be agreed with the Communities and program participants.

E) Development Employment Analysis Based on Available acres

Employment will be offered by GVL based on various stage of plantation development. Where there are nursery establishment, employment at the nursery will be on short term bases for maximum of three years. Community Oil palm might also provide 20 percent of field jobs when fully implemented. Where possible and practical and where required skills exist locally, GVL will give job preference to employ communities and will try to offer jobs according to community amount of land size offered. Recruitment shall be the sole responsibility of management; all shall be in accordance with **Appendix E**

F) GVL Commitment to Communities regarding Potential Impacts

GVL will not pursue resettlement of the Community people from their villages or towns. This has always been GVL policy and GVL has never resettled anyone and has not required anyone to do so. GVL commits to adherence to all the affecting laws and regulations of Liberia and to international regulations of RSPO, to good practices, and to partnership with the Communities, in accordance of **Appendix F**.

G) Communities Commitment to GVL

The Communities commit to adherence to all the affecting laws and regulations of Liberia to good practices, and to partnership with GVL, in accordance of **Appendix G**.

H) Issue and Grievance Resolution process

Given the long term nature of the partnership, it is possible that disagreements or differences may arise as between community or individual citizens and GVL. The company and community recognized the importance of addressing and resolving any such differences in a friendly and timely way and as such have agreed to the attached Grievance Resolution Process included in **Appendix H**.

I) Statement of Acknowledgement

As an official endorsement of the agreed lands for development and confirming the detailed participative mapping and FPIC engagement process undertaken by the community and GVL, the community formally attests to and signs the development map, being current at date 08/15/2014. The community acknowledges and affirms that it may wish to enter into future negotiations for transfer of additional lands, and that updated maps will be appended to and become part of this social agreement. The formal endorsement is contained in **Appendix I** and is an integral part of this MOU.

J) Documents of Reference

GVL and the Communities hereby acknowledge incorporation into this MOU of the reference documents listed in accordance of **Appendix J**.

This PROVISIONAL MOU shall remain in force until final MOU / Social Agreement is signed - with mutual intent to do so one year after start of land preparation. The final MOU will include the same terms and any changes or additions as mutually agreed by the parties. By signing this Provisional MOU, the communities authorize GVL to start operations and land development in the areas referred to on the attached maps. The Final MOU will endure for the life of the Concession Agreement, unless otherwise mutually agreed by the Parties hereto.

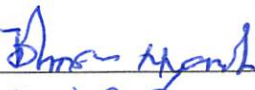

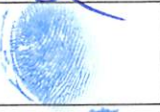




Signed:




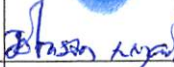



For Communities

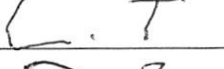
(Authorized Self-Chosen Representatives)

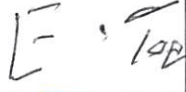



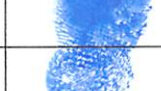
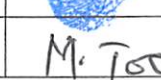
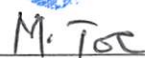
For GVL 15/8/2014


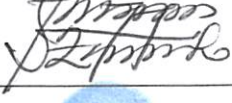

Name: **Chandran Thannimalai**








GBANKEN COMMUNITIES	
Community Representative Committee	
Johnson Nyanneh (Chairman)	
D. Wiefue Nyanneh	
Hon. Jackson Kumeh	
Isaac Kopeh	
Mary Doryen	
Jacob Sieh	
Jerfferson Tarpleh	

REPRESENTATIVES ATTESTATION AND ENDORSEMENT (Traditional Leaders incl Paramount Chiefs and Chiefs)	
Daniel Menson (clan chief)	
Jackson Kumeh (General Town Chief)	
Broad Based Leaders & Citizens incl Further Elders, Women leaders, Youth Leaders, Development leaders	
Mary Doryen (Women Leader)	
Johnson Nyanneh (Youth Leader)	
Daniel Quiquih (Elder)	
Jacob Dieh (Elder)	
Dornard Teh (Elder)	

YLATWEN COMMUNITIES	
Community Representative Committee	
Benjamin T. Toe (Chairman)	
Bernard N. Wiah	
Lawrence Tarplah	
Sampson Klah	
Paul H. Dortu	
Catherine B. Toe	
Daniel N. Toe	


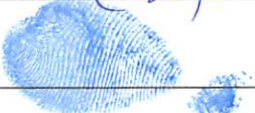


REPRESENTATIVES ATTESTATION AND ENDORSEMENT (Traditional Leaders incl Paramount Chiefs and Chiefs)	
Ezekiel Toe (clan chief)	
Anthony Dahn (General Town Chief)	
Broad Based Leaders & Citizens incl Further Elders, Women leaders, Youth Leaders, Development leaders	
Wleh Wlotu (Women Leader)	
Michael N. Doe (Youth Leader)	
Samuel J. Simbo (Elder)	
John J. Blamoh (Elder)	
Matthew W. Toe (Elder)	

BELOKEN COMMUNITIES	
Community Representative Committee	
Raymond N. Nyannor (Chairman)	
Wilson Doe	
Sylvanus N. Putu	
Susanna Blamo	
Edwin Nyanneh	

REPRESENTATIVES ATTESTATION AND ENDORSEMENT (Traditional Leaders incl Paramount Chiefs and Chiefs)	
Ezekiel Toe (clan chief)	
Hon. Yeator Wesseh (General Town Chief)	
Broad Based Leaders & Citizens incl Further Elders, Women leaders, Youth Leaders, Development leaders	
Martha J. Toe (Women Leader)	
Jerfferson Konteh (Youth Leader)	
Jacob N. Chea (Elder)	
John S. Weah (Elder)	
Brown Rockson (Elder)	

GOVERNMENT, ADMINISTRATIVE ATTESTATIONS AND ENDORSEMENTS

(Government Authorized Representation at District, County, & National level)

NAME	POSITION	SIGNATURE
Johnson Monnoh	Township Commissioner	
Hon. Peter S. Newon	Paramount Chief (Wedabo Chiefdom)	
Hon. N Konmana Nyanneh	District Commissioner (Grandcess Wedabo Administrative District)	
Hon. Solomon Nimely	District superintendent (Sikley Kwajlo Statutory District)	

Hon. John B. Plez Wedabo City

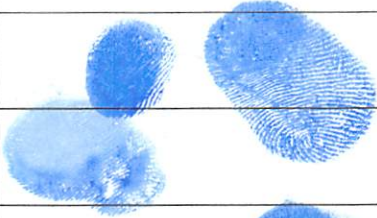
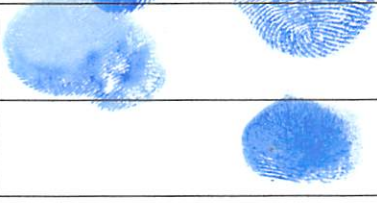
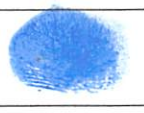


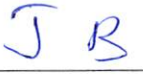


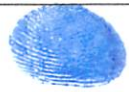





NAME	POSITION	SIGNATURE
Hon. Joseph Kaydio Wleh	Development Superintendent Sikley Kwajlo Statutory District	<i>J. Kaydio Wleh</i>
Hon. David Togba	Grand Kru County Land Commissioner	<i>D. Togba</i>
Benjamin W. Bedell	Grand Kru County Agriculture Coordinator	<i>B. Bedell</i>
Hon. T Michael Wesseh	Grand Kru County Dev. Superintendent	<i>T. Michael Wesseh</i>
Hon. Elizabeth N. Dempster	Grand Kru County Superintendent	<i>E. N. Dempster</i>


WITNESS

NAME	POSITION	SIGNATURE
Beatrice Nyoonon	Civil Society Representative (GRAWO) Grand Kru	<i>Beatrice Nyoonon</i>
Doris Ylatun	Local NGO Rep (Grand Kru Women Development Association)	<i>Doris Ylatun</i>

GBANKEN QUARTER CHIEFS

QUARTER	NAME	SIGNATURE
Dukur	John N. Doryen	
Junueh	John Diah Jacob	
Tourh	Wilson Neh	
Panipoh	Daniel Quaquah	
Nunoh	Alphnsus Sieh	
Pouh	Johnny Bloe	
Nyonnoh	Jacob Millen	
Doehelkouah	Daniel Jeh	
Tulor	Donnard Jeh Teh	
Wolortoe	Amos Neh	
Nyonooh	Moses Doe	
Nyankouah	Johnny Nyemah	

YLATWEN QUARTER CHIEFS

QUARTER	NAME	SIGNATURE
Junooh	Matthew W. Doe	
Nyanpoh	Bernard N. Wiah	<i>B. Wiah</i>
Quoah	Peedee Toe	<i>PT</i>
Nyonoah	Broh Klah	<i>B. Klah</i>
Judae Nyopanoh	John Wesseh Toe	<i>John</i>
Munnoh	Jacob T Tarweh	<i>J. Tarweh</i>
Panyoan	Mathew Toe	<i>M. Toe</i>
Dukun	Isaac H Dweh	<i>I. Dweh H.</i>
Nyoonoon	William Jomeh	

BELOKEN QUARTER CHIEFS

QUARTER	NAME	SIGNATURE
Quoah	Gabriel N. Toe	
Nyonno	Sampson Nyemah	<i>Sampson S. Nyemah</i>
Judae	David Trakah	
Dukun	Johnson Brooks	<i>Johnson Brooks</i>
Nyoonoon	Robert Doe	<i>Robert Doe</i>
Munoh	Moses W. Weah	<i>Moses W. Weah</i>
Nyanpoh	Nyanneh Nyenneh	
Paion	Jerferson Konteh	<i>Jeff</i>
Judae Nyoanpoh	Abenego Simbo	

Preferences GVL Will Provide to Communities Citizens

1. Preference and priority for jobs in the Communities areas.
2. Adult literacy and numeracy education for workers
3. Technical training opportunity for advancement to qualified jobs and management in Community area and elsewhere in GVL business
4. Preference for GVLs college and university scholarships is given to qualified students
5. Preference for trainee Cadetships towards management jobs
6. Preference for contracting and supply entrepreneurship

The above preferences and priorities are given in each GVL MOU area to their own citizens of good reputation who have the willingness and qualifications for the opportunities, and also in other GVL areas, so that GVL MOU area citizens may cross-work in any GVL areas on equal basis.

Preference and priority means that in any starting and new jobs or business opportunity will first be given to citizens. But existing employees, trainees, students, cadets or vendors will not be fired to accommodate new entrants.

**Benefits GVL Will Provide to
Communities Citizens Who Become Employees**

1. **Employment and wages and other**
 - a. Priority and preference for jobs and training opportunity is provided to communities that designate planting land for GVL
 - b. Wages and salaries meet Liberian Laws and Regulations and Minimum Wage rulings, as well as Terms and Conditions of Collective Bargaining Agreement with the workers union GOVAWUL.
 - c. Currently, GVL includes
 - i. 50kg bag of rice per employee each month,
 - ii. annual paid vacation,
 - iii. maternity leave
 - iv. bereavement payment and
 - v. National Social Security and Welfare Corp (NASSCORP) contributions
 - d. Qualified staff can receive a subsidized motorcycle without down payment
2. **Training and advancement:**
 - a. Provide skill training to employees of the company.
 - b. This includes
 - i. on-the-job training,
 - ii. head gang and supervisor training
 - iii. and cadet/management development for qualified candidates, as well as
 - iv. international secondment for qualified candidates (e.g., learning modern mill engineering methods);
 - v. vocational training (for instance, heavy equipment operator certified training, and skills in mechanic and construction trades)
 - c. Employees with good skills and willingness and ability to advance and manage parts of the business will be encouraged and GVL wishes to create and build management and technical support capabilities deriving from the Communities
3. **Education of employee children:**
 - a. GVL will build schools in GVL farm townships starting at kindergarten and primary school and up to high school
 - b. Schooling is free for children dependents of employees
 - c. GVL will pay for teachers, maintenance of schools and study items

- d. GVL offers schooling in adult literacy and numeracy for enrolled employees and for ability to be promoted
- e. University scholarships application will be available to qualified employee children from the USD \$100,000 in annual scholarships to agriculture students.

4. Healthcare and clinics:

- a. GVL will provide employees and dependents health care and medical treatment free-of-charge.
- b. Health clinics will be constructed, equipped and staffed by health care personnel and nurses
- c. GVL will pay the health care staff

5. Housing and facilities:

- a. GVL will provide modern style free-of-charge family and bachelor housing within the developed area for full-time employees and their dependents that wish to live there
- b. Housing will have
 - i. free electric power,
 - ii. running piped water and
 - iii. toilet bathrooms,
 - iv. as well as kitchens
 - v. The housing will be built in temporary form starting in year 2, and permanent houses starting in year 4 of a new GVL farm areas
- c. GVL farm townships will have
 - i. Market place
 - ii. House of Worship (church or prayer hall)
 - iii. Sport field
 - iv. Normally we build these community buildings during year 2-3 of a new GVL farm area

Benefits GVL Will Provide to Communities and to Citizens Whether Employed or Not

- 1. Employment priority at GVL**
 - a. Priority and preference in jobs and training opportunity is provided to communities that designate planting land for GVL, with evaluation and determination of their qualifications and suitability for employment.

- 2. Community Development Fund payments and usage**
 - a. The community development fund will be used to pay for additional facilities, in addition to what is mentioned herein, over the whole life of the GVL concession, and payments will be repeated every year
 - b. GVL will each year pay USD \$5 each hectare (equivalent to US\$2.08 each acre) of developed land into a Community Development Fund.
 - c. This fund will be used to build infrastructure and other facilities of prudent selection and planning
 - d. GVL will carry out the needs and planning survey with the Communities at the beginning, and this will be repeated from time to time to guide planning
 - e. The fund will be governed by representatives from both community and company, where the GVL representatives participation is to assure that the fund will be used for prudent community purposes
 - f. GVL and community will work to establish this fund during the first year of field planting

- 3. Education access to GVL schooling**
 - a. Community citizens will have access to study at GVL schools from primary school up to high school, but priority will be given to employees dependents
 - b. GVL offers schooling in adult literacy and numeracy for community citizens
 - c. University scholarships application will be available to qualified citizen's children from the USD \$100,000 in annual scholarships to agriculture students.
 - d. In allocating the scholarships, GVL will work prioritize students originating from the Communities in proportion to the land areas being allocated, and this will be monitored annually together with the Communities

- 4. Healthcare and clinics access**
 - a. GVL will provide community citizen's access to GVL health care and medical facilities subject to availability and minimum at cost, but priority will be given to employees and dependants

- 5. Roads and bridges:**
 - a. GVL will build and improve road and bridge infrastructure as part of its GVL farm operations.
 - b. This will provide repairs to roads to the direct benefit of communities.

6. Wells and pumps:

- a. GVL will build wells for communities where needed to avoid disturbance to clean water supply from the Oil Palm development
- b. Wells will be equipped with hand pumps where towns have over 150 citizens.

7. Local Business

- a. GVL provides opportunities for local business and entrepreneurs, beginning with offering market areas in GVL farms so communities can sell to employees and for fully localizable trades such as
 - i. construction,
 - ii. lumber and carpentry works,
 - iii. brick making,
 - iv. furniture making and
 - v. garment making,
 - vi. poultry farming,
 - vii. and all types of service and trade activities.
- b. GVL will give preference to these locally sourced businesses
- c. Also indirectly, by creating real economic development and people with jobs and money to buy goods and services, GVL's presence can help bring in business and services such as cell phone services and more products may become locally available

8. Consideration for Oil Palm Factory Mill

- a. GVL will consider the Communities for build manufacturing mills locally in connection to some of its farms and in some communities.
- b. The location will depend on many technical factors including how much land is planted nearby.
- c. Typically a group of big farms will have a central factory, which provides further manufacturing, technical, transport and administrative jobs.
- d. In addition to processed palm oil, the factories side products are used as fertilizer.
- e. The decision of where and when to build is typically decided 1-2 years after first field planting is completed. Normally a new mill takes 2-3 years to build.

Community Oil Palm Programme Supported By GVL

1. Community Oil Palm Programme

- a. Every community is encouraged to designate proper, proportionate and regulated land area for assisted community farms (also known as supported out-grower farms).
- b. GVL proposes that the Community Oil Palm area will be in ratio of 1 acre to every 5 acres the Communities have assigned to GVL.
- c. GVL will provide training, advisory and will supply seedlings, tools and fertilizers at cost and free of import duties.
- d. GVL will guarantee to purchase the fruits at regulated and transparent prices for processing at the established factories.
- e. The Community Oil Palm program normally starts in year 3 of development, as at that time the community has gained experience from participation in GVL development.
- f. The Community Oil Palm program is formulated in separate plan which when initialled and signed are attached to this MOU as integral parts

2. Oil Palm Development Fund

- a. Each year GVL will pay 1/2% of annual sales of oil palm products into an Oil Palm Development Fund.
- b. The proceeds will be used by Government to support and promote community and smallholder oil Palm development in addition to the Community Oil Palm, so communities can request funding for local oil palm projects

DEVELOPMENT EMPLOYMENT BASED ANALYSIS ON AVAILABLE HECTARES

CATEGORY	GBANKEN	YLATWEN	BELOKEN
Male	631	248	132
Female	622	265	138
Children Less than 18 Years	840	543	271
TOTAL	2093	1056	541
Adults Workers	1253	513	270
Percentage of Adults	1002.4	410.4	216
Acres Ratio to Employment 1:15			
Allocated GVL Land	1744	1924	1447
GVL Allocated Land Jobs	117	129	97
Total Plantation Jobs			343

GBANKEN SOCIAL BENEFIT IN MOU

COMMUNITY	TYPE OF PROJECT	2014				2015				2016			
		Ist Qter	2nd Qter	3rd Qter	4th Qter	Ist Qter	2nd Qter	3rd Qter	4th Qter	Ist Qter	2nd Qter	3rd Qter	4th Qter
		Jan-Mar	April-June	July-Sept	Oct-Dec	Jan-Mar	April-June	July-Sept	Oct-Dec	Jan-Mar	April-June	July-Sept	Oct-Dec
Gbanken	1. Construction of two hand pumps in dry seaseon												
	a. Pump (Construction)					1							
	b. Pump (Construction)								1				
	2. Material support for construction of 4 class room block GVL to provide												
	a) Three bundles of Zinc								3				
	b) 40 bags of Cement									40			
	c) Wrting Desk 40 pcs								10		10	10	10
	3. Road Reconstruction (10Km Max)												
	a) Gbanken-Zoloken Big Town				10km								
	b) 4 Wooden Bridges Construction (Community to provide logs)					4							
	4. Yellow Machines Training												
	a) 1 bulldozer Operator												
	b) 2 Tractor operators												
	5. Public Laterines (Six Seater)												
	a) GVL to provide materials												
	2) Community to provide Labour												
	This will be done dependent on community willigness to honor their part of agreement: ie												
	* Digging of trench												
	* Masonry work												
	* Carpentry work												

App. E-2

YLATWEN SOCIAL BENEFIT IN MOU

COMMUNITY	TYPE OF PROJECT	2014				2015				2016			
		Ist Qter	2nd Qter	3rd Qter	4th Qter	Ist Qter	2nd Qter	3rd Qter	4th Qter	Ist Qter	2nd Qter	3rd Qter	4th Qter
		Jan-Mar	April-June	July-Sept	Oct-Dec	Jan-Mar	April-June	July-Sept	Oct-Dec	Jan-Mar	April-June	July-Sept	Oct-Dec
Ylatwen	1. Rehabilitation of two hand pumps and construction of 1 hand pump a. Pump (Rehab) Tarplatown b. Pump (Rehab) Tarplatown c. Pump (Construction)Tarplah					1	1		1				
	2. Material support for Rehabilitation Taryaken Elementary School. GVL to provide a) Three bundles of Zinc and Nails b) 40 bags of Cement c) Wrting Desk 40 pcs d) Community to Provide Labour								3	40		10	10
	3. Road Reconstruction (10Km Max) a) Yjlatwen-Beloken Road b) 4 Wooden Bridges Construction (Community to provide logs)			10km		4							
	4. Yellow Machines Training a) 1 bulldozer Operator b) 2 Tractor operators												
	5. Public Laterines (8 Seater) 4 seats in Native and 4 Mission a) GVL to provide materials b) Community to provide Labour This will be done dependent on community willingness to honor their part of agreement: ie * Digging of trench * Masonry work * Carpentry work												

App.E-3

BELOKEN SOCIAL BENEFIT IN MOU

COMMUNITY	TYPE OF PROJECT	2014				2015				2016				
		Ist Qter	2nd Qter	3rd Qter	4th Qter	Ist Qter	2nd Qter	3rd Qter	4th Qter	Ist Qter	2nd Qter	3rd Qter	4th Qter	
		Jan-Mar	April-June	July-Sept	Oct-Dec	Jan-Mar	April-June	July-Sept	Oct-Dec	Jan-Mar	April-June	July-Sept	Oct-Dec	
Beloken	1. Rehabilitation of two hand pumps and construction of 1 hand pump													
	a. Pump (Rehab)					1								
	b. Pump (Rehab)						1							
	c. Pump (Construction)								1					
	2. Material support for Rehabilitation of school building													
	GVL to provide													
	a) Three bundles of Zinc and Nails													
	b) 40 bags of Cement										40			
	c) Wrting Desk 40 pcs									10				
	d) Community to Provide Labour											10	10	10
	3. Renovation of town Hall													
	a) GVL to provide material support													
	* Cement and Sand													
	* Wood for Poles													
	b) Community to provide labour													
4. Yellow Machines Training														
a) 1 bulldozer Operator														
b) 2 Tractor operators														
5. Public Laterines (4 Seater)														
a) GVL to provide materials														
2) Community to provide Labour														
This will be done dependent on community willigness to honor their part of agreement: ie														
* Digging of trench														
* Masonry work														
* Carpentry work														

App.E-4

GVL Commitment to Communities and Citizens Regarding Potential Impacts

1. Land Negotiations and No Resettlement

- a. GVL will not pursue resettlement of the Community people from their villages or towns. This has always been GVL policy and GVL has never resettled anyone and has not required anyone to do so.
- b. As a member of the RSPO, and responsible investor in Liberia, GVL follows a strict process of conducting environmental assessments and intensive social engagement as part of the process of obtaining land for oil palm development to ensure the community gives its Free Prior & Informed Consent (FPIC) for any hand over of land for development – this is done before starting any development in an area. As part of this, Communities and GVL have a signed MOU from the beginning of engagement (“FPIC engagement Agreement”, signed at start of mutual engagement).
- c. This FPIC engagement process will be an ongoing process subject to community desire and willingness to offer additional areas for development

2. Adhere to all Liberian Laws and Regulations

- a. GVL agrees to adhere to and observe applicable Liberian Laws and regulations.
- b. GVL will adhere to the Environmental Protection and Management Law of Liberia, the New Forestry Reform Law of 2006 or any other law or regulation of Liberia, regulations of the Environmental Protection Agency (EPA), Forestry Development Authority and the principles of the Roundtable on Sustainable Palm Oil (RSPO).

3. Respect for Community culture and sacred values

- a. GVL has and shall make every effort to identify with community participation and clearly enclave/ avoid damage to any of the following during the land preparation process, as specified in our agreed and completed FPIC and participatory mapping processes.
 - i. Community’s protected areas, including cemeteries, shrines, sacred forests, special forest collection areas (e.g., for special medicines)
 - ii. old towns community wishes to preserve
 - iii. other agreed cultural or economic items that are identified by community as important to its well being
- b. GVL and Community acknowledge that given the history of Liberia, and the movement over the past 30 years of citizens away from community areas, it is possible that some of these sites may be difficult for community members to identify. The communities commit to address and resolve any such mistakes internally before discussing with GVL

4. Compensation for active farms:

- a. Before any agreement to convert active farms to GVL farms, GVL and individual farmers will carry out field survey and crop count. If there is agreement by farmer and GVL to convert farm, compensation will be at a rate set by the Ministry of Agriculture or other rates as may be agreed from time to time. If agreed, compensation will be made in open forum with witnesses and decision is final and binding on both company and farmer.

Community Commitment to GVL

1. Allow GVL safe and undisturbed use of agreed GVL farm areas:
2. Mutual collaboration to resolve any emerging crises (see more on grievances)
3. Participate in activities that protect High Conservation Values (HCVs) and High Carbon Stock (HCS) sites identified and demarcated within its farm areas
4. Help GVL maintain the quality of the water bodies by not use chemical and explosives for fishing purposed and disposal of waste & feces within the concession areas.
5. Collaborate with GVL to stop illicit drugs sale in communities within it GVL concession areas.
6. Assist protect the investment from thieves, sabotage and any illegal activities and respect the private property of GVL
7. Work with GVL to protect wildlife by helping to decide non-approved hunting and then enforce zero tolerance in the farm areas.
8. Assist GVL to maintain the zero tolerance on burning in it concession areas.
9. Assist in sharing factual information about the GVL operations of GVL.
10. Fully participate in awareness and sensitizing activities about the GVL oil palm project.
11. Actively engage to monitor & evaluate activities of the GVL oil palm project.

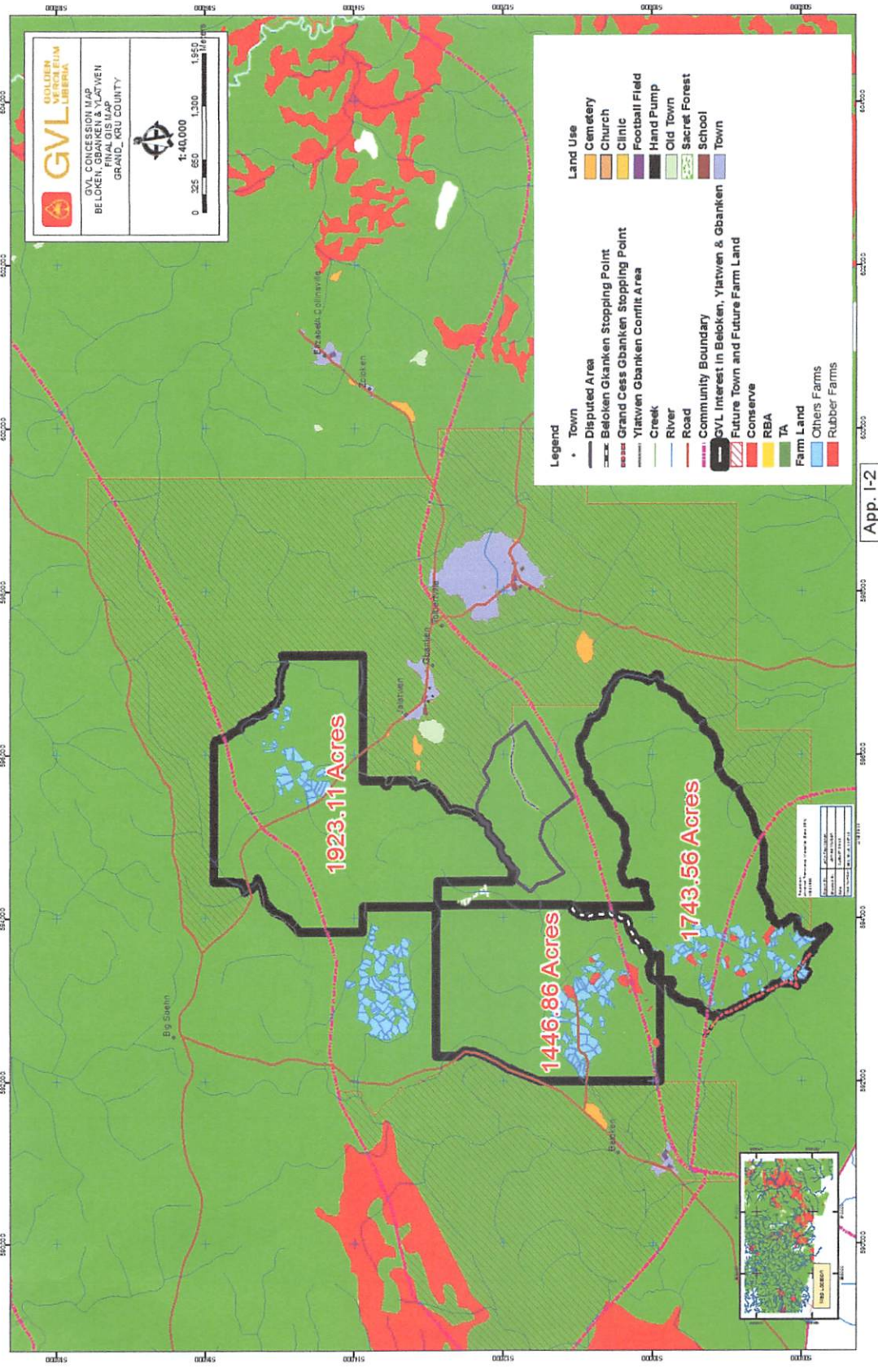
Issue and Grievance Resolution Process

1. GVL and communities agree to implement the Grievances and Complaints Standard Operating procedure (SOP) shown hereunder. This SOP may be continually improved and amended from time to time GVL and community agree to resolve issues, concerns, grievances and conflicts resulting from the GVL operations or activities deriving from community that has negative impact on either.
2. The parties agreed that reporting of grievance/ complaint by community's member can be made to either GVL or community representatives in written or verbally and any party who receives a complaint or grievance reports it to the GVL Social Sustainability department or to a GVL manager within two days.
3. Each report shall be duly recorded by GVL and made available to the reporter as well as to the joint monitoring team.
4. After the complaint has been received, field investigation should be carried out by GVL, Community representatives and the complainant to verify the complaint.
5. The parties agreed that after the field investigation, a meeting should be called comprising of GVL, community representative and the aggrieved party to agree on actions to address the complaint and the complainant should have the right to say "YES" or "NO" to the decision reached.
6. If the complainant agrees to the decision reached, GVL will within 10 working days after the decision submit action plan to address the complaint as per the decision reached. The action plan to be presented by GVL will be used by the joint community representatives, GVL and the complainant team to monitor progress of the work by GVL.
7. On the other hand GVL and community representative agreed that, if the complainant disagreed to the suggested actions to address the complaint by GVL and community representatives, the complainant will be asked to go to court if he so wish for redress. At this level, GVL and the community representative will work together as a team to fight the case in court.

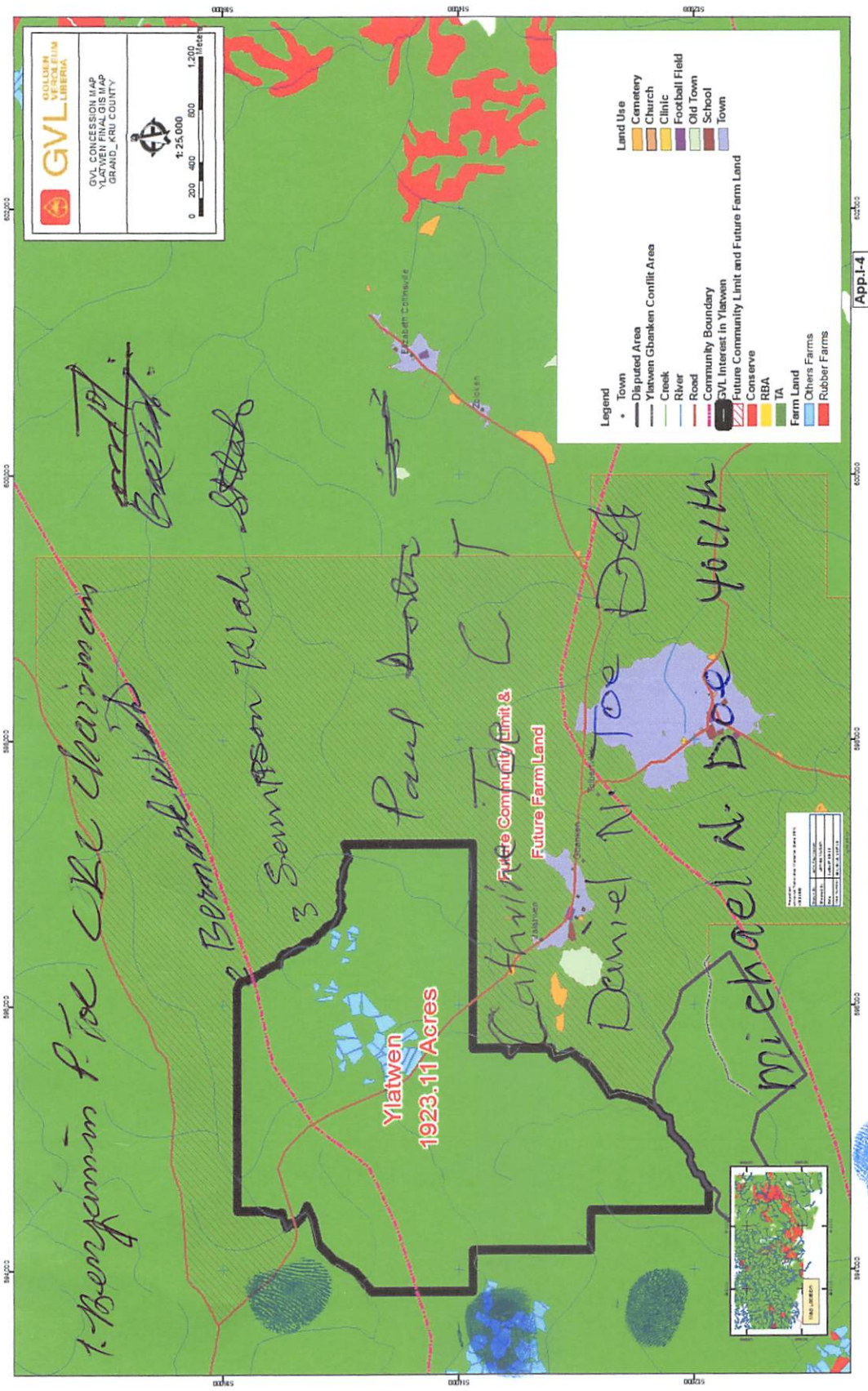
Statement of Acknowledgment and Acceptance of Land Grant by the Communities to Golden Veroleum (Liberia) Inc

We, the tribal/local people, chiefs, elders, women, and youths of the communities of Gbanken, Beloken and Ylatwen, in Wedabo Grandcess Administrative District, Grand Kru County, Republic of Liberia, do hereby freely, voluntarily, without the use of force or threat, neither by the Government of Liberia, nor GVL, do hereby consent to, and accept the grant of land made by this community as evidenced by the maps attached to this Statement for the purpose stated in the Concession Agreement between the Government of Liberia and the Concessionaire to wit: for the Concessionaire to undertake a large scale commercial grade oil palm plantation in Liberia, together with the related infrastructure to process and market certain oil palm products, including biofuel and biodiesel, for the duration of the Concessionaire's Concession Agreement with the Government of Liberia or any extension of the same.

That the decision made by us, the tribal/local people, chiefs, elders, women, and youths of the communities of Wedabo Grandcess Administrative District, Grand Kru County, to consent to, and accept the grant of land to GVL, is an informed decision based on prior consultations held with GVL and our understanding and appreciation of the purpose to which the minimum 5113.53 acres of land will be committed and the ancillary and/or derivative social benefits that are expected to accrue to us, the tribal/local people, chiefs, elders, women, and youths of the communities of Wedabo Grandcess Administrative District, Grand Kru County, from the operation of the Concessionaire in the District.



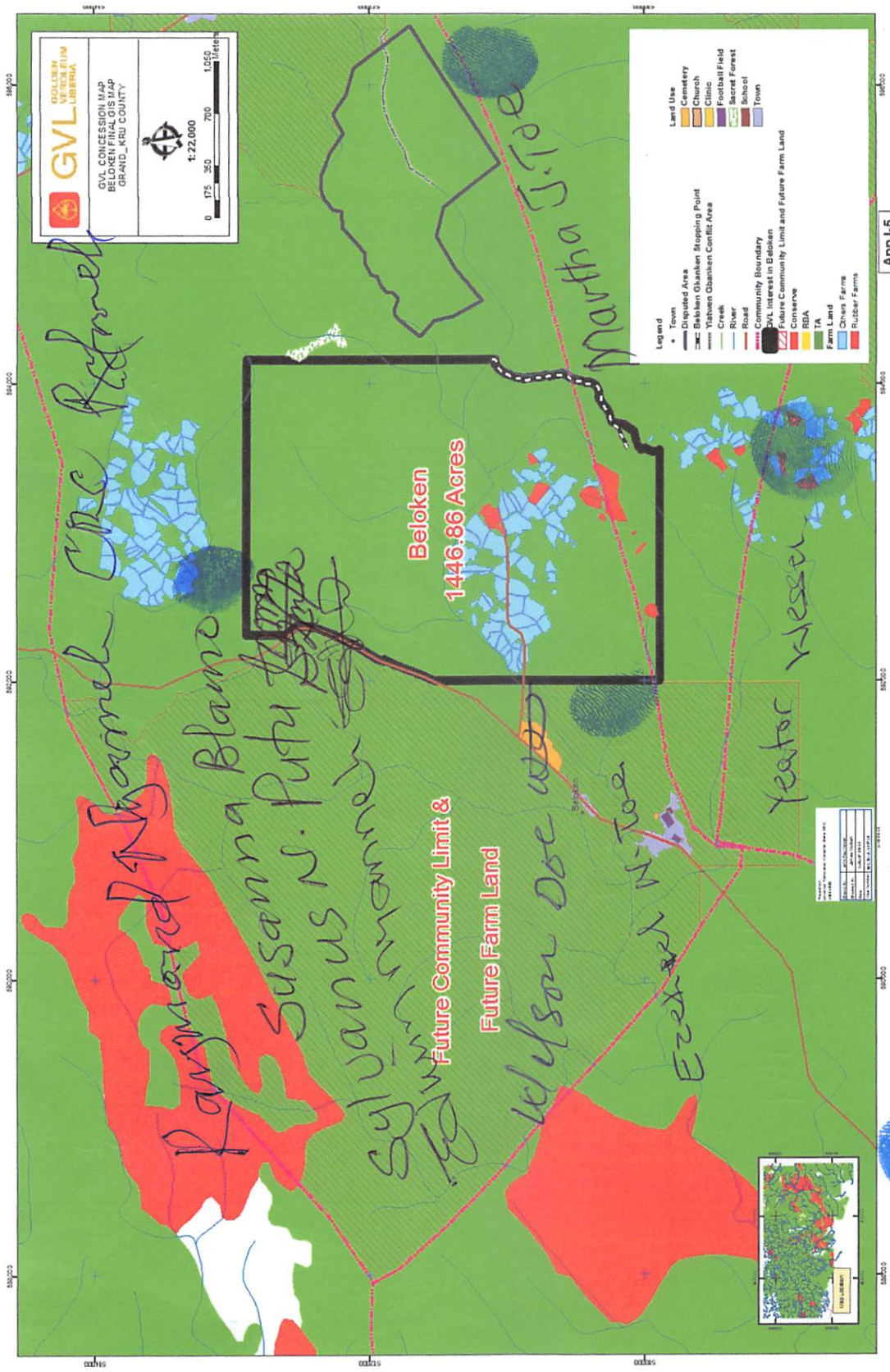
App. 1-2



Peter S. Newton

D. Togba





App-1-5

D. Togba

Peter S. Newton

2014-8-15 Provisional MoU and Social Agreement Gbanken Ylatwen Beloken

Documents Included by Reference in This MOU and Made Available and Exchanged

- a. **GVL Concession Agreement**
- b. **RSPO Principles and Criteria (2013). Note that GVL membership details are:**
 - **Membership Number:** 1-0102-11-000-00
 - **Member Since:** 29/08/2011
 - **Membership Type:** Ordinary Member
 - **Category:** Oil Palm Growers
- c. **GVL Standard Operating Procedures (SOPs) and support forms for**
 - i. **FPIC and compensations**
 - ii. **Grievances**
- d. **Signed and endorsed maps of Communities areas including already agreed areas for GVL, confirmed community areas**
- e. **Community Oil Palm program draft proposal, draft and final plans and documents (Reference full details in APPENDIX D above)**

App. J-1

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GVL GOLDEN
VEROLEUM
LIBERIA

Working in the Liberian Southeast, we aspire to be among the best Oil Palm developers in the global industry. We stand to be measured on our eight key values.

1. Successful investing, meeting the expectations of investors and funders
2. Ending rural poverty and bringing the beginnings of long term prosperity, education and health to communities where we develop
3. Preserving the natural environment, helping conserve flora, fauna, water and carbon in Liberia
4. Respecting community self-determination, sovereignty, culture and traditions of our hosts, through free, prior and informed choice of communities to work with us and preserving their sacred heritage
5. Developing the skills and careers of our Liberian employees and suppliers, especially of the people originating from our partner communities
6. Practicing the best methods of legal compliance, regulatory adherence, procedures and Oil Palm agriculture, founded on highly developed skills, systems and attitudes
7. Building value added, helping the country of Liberia escape a traditional role as a supplier of cheap raw materials
8. Continuing improvement and betterment in what we do, with engagement of credible organizations who share all or some of these objectives, whether partnering with us, challenging us, or critical of us.

A Brighter Future for Liberia