PROVISIONAL MEMORANDUM OF UNDERSTANDING (MOU) EXECUTED ON SEPTEMBER 30, 2014, INCORPORATING SOCIAL AGREEMENT BETWEEN NITRIAN COMMUNITY AND GOLDEN VEROLEUM LIBERIA (GVL) "LET THIS BE PROBATED AND REGISTERED" Decembre ASSIGNED/RESIDENT CIRCUIT JUDGE THIRD JUDICIAL CIRCUIT COURT, SINOE COUNTY, REPUBLIC OF LIBERIA SITTING IN ITS PROBATE DIVISION PROBATED THIS 23rd DAY OF DECEMBER, A.D. 2014 OIVISIO ATEDIL STEDIE CLERK, PROBATE DIVISION, THIRD JUDICIAL CIRCUIT COURT FOR SINOE COUNTY REPUBLIC OF LIBERIA CIAI CIRL SINCE CO BICIAL ALL CIP REGISTERED ACCORDING TO LAW IN VOLUME 07-20124 PAGE(S) 162-230 REGISTRAR OF DEEDS, SINDE COUNTY, R.L. OFFERED FOR PROBATE BY: In Amara M. Sherit SHERMAN & SHERMAN, INC. COUNSELLORS-AT-LAWILEGAL COUNSULTANTS R. FOLE SHERMAN LAW BUILDING 17TH STREET & CHEESEMAN AVENUE, SINKOR P. O. BOX 10-3218 1000 MONROVIA 10, LIBERIA THIS DOCUMENT HAS DEED SERA LED AT THE YAL WAS ANON ANI AL 2014 CAYEN ENTER GE IT 5 -M PM 10 14 AREE' I SANA I CNORA R

<u>LEGAL</u>

Republic Of Liberia

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Office of the Notary Public Monrovia, Liberia

NOTARY CERTIFICATE

PROVISIONAL MEMORANDUM OF UNDERSTANDING (MOU) EXECUTED ON SEPTEMBER 30, 2014, INCORPORATING SOCIAL AGREEMENT BETWEEN NITRIAN COMMUNITY AND GOLDEN VEROLEUM LIBERIA (GVL)

And Did In My Presence And In The Presence Of Each Other Execute And Sign Their Genuine Signatures On The Said Instrument (S) To Be Person (S) They Represent And That The Same Was Made In My Presence And Declared By Each Of Them To Be Their Own Handwriting (S).

Therefore J.S. PETER DOEK PAR Notary Public Aforesaid Have Attached My Official Signature And Notary Seal To Avail When And Where Necessary.

I Have Affixed My Genuine Signature Attesting To This Transaction By The Power Vested In Me This. 30th Day Of. SEPTEMBER 7. D. 2014 SEAT. Still OF S. PETER DOE-KPAR AKY Y PUBLIC, MONTSERRADO



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Golden Veroleum (Liberia) Inc. Monrovia Office: Villa Samantha, 17th Street & Oceanside Sinkor, Monrovia, Liberia Registered: R. Fole Sherman Law Building, 17th Street & Cheeseman Ave Sinkor, Monrovia, Liberia

Provisional

Memorandum of Understanding (MOU)

Incorporating

Social Agreement

Between

Nitrian Community

And

Golden Veroleum Liberia (GVL)

September 30, 2014



Provisional MOU and Social Agreement REPUBLIC OF LIBERIA)

Since (COUNTY)

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Memorandum of Understanding Incorporating Social Agreement

THIS Memorandum of Understanding (MOU) is made and entered into this [September 30, A.D. 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 Nitrain [communities], of Kpanyan District of Sinoe 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 "<u>Concession Agreement</u>") 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, titles, or under deeds), for GVL plantings and facilities together with a Community Oil Palm program.

WHEREAS, such Community areas that are deeded, shall also be governed by an additional, parallel Lease Agreement (Lease Agreement), with this MOU incorporating the Lease Agreement in the MOU terms, and the Lease Agreement incorporating this MOU in the Lease Agreement terms, and both such agreements to be signed and governed in parallel.

WHEREAS, GVL and Communities have agreed to jointly collaborate and through mutually participatory mapping have identified and shall further identify, approximately [5,172] acres (corresponding to approximately [2,093] hectares) of land for the development of oil palm by GVL, estimated to comprise of [4,512] acres [1,826] hectares of deeded land and [660] acres [267] hectares) of land held under customary rights) and further approximately [1,033] additional acres (corresponding to approximately [418] hectares) of land as may be required for the use of the Community (with support from GVL) to establish a Community Oil Palm program whether deeded or customary or other rights land;

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, Communities and GVL desire to mutually safeguard the Community's forests and other important lands and heritage, mutually safeguard the lands developed by GVL and by the Community Oil Palm program, mutually safeguard the protected species of animals and plants, and



safeguard the safety and security of the Communities' citizens and GVL's people, and mutually secure the properties of each;

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 probated through the Liberian Courts 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**.

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) Lease Rentals to be paid to Communities

GVL will pay to the Communities such rental monies as are set in the Lease Agreement with this MOU incorporating the Lease Agreement in the MOU terms and included in this MOU for reference as Appendix C.

D) 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 D**.

E) 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 E** and subject to terms, considerations, rules and regulations to be agreed with the Communities and program participants.

F) Development Timetable

The timing of investment and development is based on achieving a partnership between community and GVL. GVL estimates the timetable in accordance of **Appendix F** subject to uncertainties about logistics, weather, existing infrastructure, and to training progress, and subject to any external influences.

G) 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 G**.

H) Communities Commitment to GVL

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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 H**.

Joint Safeguard Plan for environment, people and properties

Communities and GVL desire to mutually safeguard the forests and other important lands and heritage around and close to communities (including Community forests), the lands developed by GVL and by the Community Oil Palm program, the protected species of animals and plants, and indeed the abundance of any natural animals and plants beneficial to the nature, and the safety and security of the Communities' citizens and GVL's people, and secure the properties of each. The company and community recognized the importance of addressing these needs as such agree to mutual measures and actions included in **Appendix I**.

J) 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 J**.

K) 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. The community acknowledges and affirms that it may wish to enter into future negotiations for inclusion 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 K** and is an integral part of this MOU.

L) Documents of Reference

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

Further, there are no oral or written agreements or representations between the parties with respect to the matter contained herein except those that are explicitly referred herein and were any other such agreements or representations to exist, the terms of this MOU shall have an overriding effect.

This PROVISIONAL MOU shall remain in force until final MOU Agreement is signed with mutual intent to do so within 12 months. 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 map district and GVL begin the provisioning of the benefits, payments and other features of this Agreement to the communities. The Final MOU will endure for the life of



Signed:	
For Community	For GVL
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Christopher I	Sweps Whinsford - Rouserez I. Wierthund
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	ative Attestations and Endorsements Representation at District, County, & National level)

Hon, Augustie Gi Swar - Supt, Surveeo. Godwin C. Necollinh - CAC/since

Witnesses

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Civil society Coordinator FLY Advisors Coordinator FLY Hilany Quetoh united



APPENDIX A

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Preferences GVL Will Provide to Communities Citizens

- 1. Preference and priority for jobs in the Communities areas
- 2. Adult literacy and numeracy education for higher jobs

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
- 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.

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APPENDIX B

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 as are valid at any given time.

c. Currently, GVL includes

i. 50kg bag of rice per employee each month in accordance of current Collective Bargaining Agreement 2013 stated minimum 21 days of working per month, or as per updated Collective Bargaining Agreement, which may be reached with such employee unions that legitimately represent employees from the Communities.

- ii. Annual paid vacation,
- iii. Maternity leave,
- iv. Bereavement payment and
- v. National Social Security and Welfare Corp (NASSCORP) contributions.

d. Eligible staff can receive a subsidized motorcycle without down payment, subject to an individual employment contract.

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. Cadet/management development for qualified candidates,

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.

d. On the job training for staff level shall begin during the first month of hiring and shall be repeated periodically, subject to qualification and eligibility.

e. The training of gang heads shall commence during the first month of being hired and



f. The training of tractor and yellow machine operators shall begin in the first month of being hired. Only successful candidates, who have passed competency tests at the end of the training will be eligible to become operators of this equipment, subject to availability of machinery and equipment.

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. Citizens who become employees, and their children, are equally eligible for scholarships as discussed under Appendix C, please refer to there.

f. University scholarships application will be available to qualified employee children from the USD \$100,000 in annual scholarships students.

4. Healthcare and clinics:

a. GVL will provide employees and dependents health care and medical treatment freeof-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 in locations of its choosing 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 or Meeting Hall
 - iii. Sport field



iv. Normally GVL will build these community buildings during year 2-3 of a new GVL farm area

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APPENDIX C

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Lease Agreement

The Lease Agreement signed between the Parties on [_____] in parallel with this MOU is hereby incorporated by reference.



APPENDIX D

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.

b. As with professional oil palm estates GVL hiring would aim to achieve 6 hectares planted per employee on average by the time harvesting starts. Most but not all of these jobs are local, but others are not. GVL will hire employees as required, with priority hiring from the Communities but GVL has the right to hire Communities members for jobs elsewhere also, and to hire non-local people with particular skills as required.

2. Community Development Fund payments and land usage

a. A 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 (each hectare being almost 10 Liberian Lots and this meaning payment equivalent to USD \$2.08 each acre) of developed land into a Community Development Fund after development has occurred and in accordance of the actual developed hectares.

c. It is specifically confirmed that the USD \$5 per hectare is paid for all land actually developed by GVL, and this is agreed to include planted land, land improved by GVL for built facilities, such as warehouses, offices, houses, land for nurseries and land used for GVL exclusive roads. It is to be calculated from the month onwards, when the actual development of land already occurred and payment will be made annually.

d. This fund will be used to build infrastructure and other facilities of prudent selection and planning

e. 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

f. 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

g. The Community Development Fund governing committee will be comprised of 5 persons appointed by and from the Communities and 5 persons appointed by GVL; as stated in the Concession Agreement and the funds shall be managed as stated in the Concession agreement which has been passed to a law.

h. GVL will make Community Development Fund money available annually before January 31st and following the completion of appointment of the 5 Community representatives, and the holding of the first mutual committee meeting where the charter of the Community Development Fund is formally approved, and the development of land has begun. The committee shall open a bank account into which the money will be deposited and the bank statement published on community bulletin boards.



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

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, and on a selective basis and in lesser portion for medicine/nursing, mechanical engineering electrical engineering, civil engineering and education/teacher training.

d. In allocating the scholarships, GVL will work to prioritize students originating from the Communities in proportion to the land areas being allocated by other Communities, 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, which can also be used by communities when suitably located.

b. For sake of clarity, GVL can only build road and bridges, for use by GVL operations and, where agreed, affected communities. For agreed road and bridge construction projects please refer to Appendix E.

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/villages which have over 150 citizens or in communities where GVL development might change or has changed water quality. A team from the community be trained to repair hand pumps. Hand pumps and wells will not be built to any town or village not permanently occupied by Communities citizens nor in locations where quantity of water usage is insufficient to maintain the quality of the water.

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,
- v. Garment making,
- vi. Poultry and or fish farming.



vii. And all types of service and trade activities.

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

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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.



APPENDIX E

Community Oil Palm Program Supported By GVL

1. Community Oil Palm Program

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 0.5% 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.

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APPENDIX F

Approximate
Timetable for In
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Initial Development and Investments
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ents

Item	GVL GVL	CDF	Estimated Beginning Timing	Estimated Duration	Estimate
1. Site facilities construction					Thistophone
ŝ	GVL		2015		
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2. Roads new or rehabilitation (Note bridges are separate)			2015		
a. From-To (new or rehabilitation)			100		
b. From-To (new or rehabilitation)					
c. From-To (new or rehabilitation)				-	
3. Bridges rehabilitations					
a. From-To (new or rehabilitation)					
b. From-To (new or rehabilitation)					
c. From-To (new or rehabilitation)					
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4. GVL Nursery development	GVL				
a. Nursery founding					
b. Nursery operation					
c. Nursery transform to planting or facilities					
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ltem	Proposed by GVL	Proposed by CDF	Estimated Beginning Timing	Estimated Duration	Estimat
5. GVL Planting land preparation	GVL		2014		
a. Area name, hectares, years					
b. Area name, hectares, years					
c. Area name, hectares, years					
6. Planting in the field	GVL		2015		
a. Area name, hectares, years					
b. Area name, hectares, years					
c. Area name, hectares, years					
7. Wells with hand pumps construction & rehabilitations				Always at end of dry season only	
a. Town name, (construct/rehab)		attra-		ary occorr only	
b. Town name, (construct/rehab)					
c. Town name, (construct/rehab)				-	
8. Education			2016		
a. GVL school system	GVL				
b. Town school name: details					
c. Town school name: details					
d. Town school name: details					
e. Adult Literacy Program	GVL		2014	On-going	
f. University/College scholarships	GVL			on going	
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Item	Proposed by GVL	Proposed by CDF	Estimated Beginning Timing	Estimated Duration	Estimat Completion
9. Healthcare					
a. GVL clinic	GVL				
b.					
С.		-			
10. Other facilities		CDF			
a.					
b.					
11. Community Development Fund	GVL				
a. Committee Establishment and Charter Adoption			2014		
b. Bank Account Opening			2014		
c. Payments by GVL			ANNUALLY	Every year 65 years	ANNUAL
12. Community Oil Palm Project					
a. Organizing COPP	Joint Activity		2014-2015	Estimated 1 - 2 years	2016
b. Begin works for COPP			Est. 2016	Estimated 1 year	2017
c. Planting COPP			Est. 2017	Estimated 1 year	2018
d. Harvesting of COPP			Est. 2020	Until replanting	CONTINU
13. Other		CDF	2015		

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APPENDIX G

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 on-going process subject to community desire and willingness to offer additional areas for development.

2. Adhere to all Liberian Laws and Regulations

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.



APPENDIX H

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 direct to water 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.

 The community will respect and not damage GVL's infrastructure, constructions, assets or property.

8. Work with GVL to protect wildlife by helping to decide non-approved hunting and then enforce zero tolerance in the farm areas.

9. Assist GVL to maintain the zero tolerance on burning in it concession areas.

10. Assist in sharing factual information about the GVL operations of GVL.

11. Fully participate in awareness and sensitizing activities about the GVL oil palm project.

12. Actively engage to monitor & evaluate activities of the GVL oil palm project.

13. Carefully studied the MOU map and hereby ensuring that they collectively (including all community members) understand the MOU map and in particular agree to the allocated farm land area the community has selected and set aside for its future farming needs. The community representatives self-selected by the Communities in the FPIC process for each Community have conducted a field assessment together with GVL to confirm the area represented on the map.

14. For reference, other commitments are included in Appendix I for joint and mutual protections



APPENDIX I

Joint Safeguard Plan for environment, people and properties

Communities and GVL desire to mutually safeguard the forests close to communities (including community forests) and other important lands and heritage, close or in the lands developed by GVL and by the Community Oil Palm programme, the protected species of animals and plants, and indeed the abundance of any natural animals and plants beneficial to the nature, and the safety and security of the Communities' citizens and GVL's people, and secure the properties of each. The company and community recognized the importance of addressing these needs as such agree to mutual measures and actions included in this Appendix I.

1. For the securing and safeguarding of forests, the Community's forests and other important lands and heritage,

a. The parties agree to regulate and prevent forest clearing including tree felling, burning and other non-constructive means of bush clearing, not respecting the protection of areas covered by the MOU and marked for conservation.

b. GVL agree to assist in this by providing community sensitisation and education & where agreed will contribute to helping communities for successful conservation. Eg; maps, assisting communities' signpost their sites, helping monitor and checkpoint and patrol the lands together as to be agreed, and providing training.

2. For the securing and safeguarding of the lands developed by GVL and by the Community Oil Palm program, especially from fires (particularly in dry season) that may spread from any type of activity, and from entry or theft by anyone,

a. The communities agree to forbid clearing and burning activities and farming and construction in established buffer zones, including riparian, meaning river or stream and creek, buffer zones and other buffer zones

b. Both parties agree to the establishment of fire and buffer and theft watch guards where needed, from reliable GVL staff and hired community members and the guards to be compensated by GVL to ensure vigilance and efficiency.

c. both parties agree to the establishment of fire-breaks and trenches where needed to secure GVL, COPP and community plantings and properties

3. For the **safeguarding of protected species of animals and plants**, and indeed the abundance of any natural animals and plants beneficial to the nature,

a. GVL agrees to forbid any hunting at all by any GVL employee who is not Communities citizen, so that any allowable hunting is for the Communities citizens only

b. GVL and communities agree to forbid the hunting of animal and bird species legally protected under Liberian law, such as chimpanzees ("baboon"), and pigmy hippo and others, by anyone in the forests and the lands of the Communities and the lands planted, developed or conserved by GVL and the COPP.

c. The parties agree to forbid any hunting or farming of any kind in the riparian / river buffer zones established to protect rivers, creeks and streams. However, to be clear, fishing by trap and line and net only, is allowed by community citizens and GVL employees only without any use of chemicals, in those same rivers, creeks and streams when passing through the buffered parts

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wishing to settles/take up activities in or near the towns, lands, camps and plantings of the Communities, GVL and the COPP,

a. The Communities agree to forbid and prevent settlement, farming or housing or any hunting of protected species in the preserved areas conservation areas or buffer zones.

 To support these areas and citizens, staffs and assets, the parties agree to establish security measures and teams

c. The parties agree, for sake of good understanding, that the security measures will not hinder Community members, GVL staff, nor other lawful authorities or persons from passing

d. The parties agree that the Communities will not allow the settling and establishment of housing, farms or activities by any strangers in the Communities lands, without careful vetting by the Communities decision making body, and binding any people who are allowed to move into Communities lands to these same terms here in this understanding.

e. The Community will conduct future farming activities in the areas within the designated farm land areas and in any case not convert to farming areas agreed for protection and or conservation. The Community further ensures and makes a commitment to prevent anybody, including but not limited to community members, newcomers, and strangers from making farms in the forest areas preserved or set aside for protection and conservation as agreed on the MOU map. The Community takes the full responsibility of any violation of this commitment by its members.

f. The parties, GVL and Community, agree and recognize that the arrangements about safeguarding the land and special animals are serious and important, because of the heritage to be provided for future generations of Community citizens. The parties also recognize and agree that conservation must go together with oil palm development in order for this project to proceed successfully and sustainably and for on-going economic development. This MOU recognises that in order for the company to maintain its international certification (RSPO and other) and the ability to sell its products, the community also acknowledges that it can only continue to receive full benefits from the project (such as jobs, scholarship, social infrastructure projects and CDF) if it adheres to its commitment to responsible conservation.

g. The Community hereby states that it is mutually agreed and understood that any violation of this conservation commitment may compromise the overall development project and also the Social Agreement commitments and employment, and may result in a stop to all future development of the area as indicated on the map to be developed by GVL.

h. With 60 days of signing, the parties agree to enter into a joint process to define specific environmental policies, conservation goals, including sensitization, planning and training for monitoring, defining mechanisms for the enforcement for compliance/non-compliance and creating on-going conservation monitoring teams and processes. This process would be run by a small joint team comprising members from GVL, local communities (2-3 per community), relevant government agencies and qualified Civil Society Organizations. This process is anticipated to take up to 6 to 12 months for full definition and if appropriate may result in a conservation agreement that becomes a part of this Appendix I.



APPENDIX J

Issue and Grievance Resolution Process

 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 representatives agree that, if the complainant disagrees to the suggested actions to address the complaint by GVL and/or by community representatives, the complainant is entitled to go to court if he so wishes for redress. It is agreed that during the complaint process, the Nitrian community may contribute its recommendations as to how to resolve land related matters within the community context, it being agreed that labour issues are strictly a company/Union/Ministry of Labour matter.



APPENDIX K

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 Nitrain Community, Kpanyan District, Sinoe 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, 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 Nitrain Community, Kpanayan District, Sinoe County, to consent to, and accept the grant of land to the GVL, is an informed decision based on prior consultations held with GVL and our understanding and appreciation of the purpose to which the 2093 hectares 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 Nitrain Community, Kpanyan District, Sinoe County, from the operation of the Concessionaire in the District.



APPENDIX L

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

- a. GVL Concession Agreement,
- b. RSPO Principles and Criteria (2013) and GVL membership details,
- c. FPIC Engagement Agreement,
- d. GVL Standard Operating Procedures (SOPs) and support forms for
 - FPIC and compensations,
 - ii. Grievances.

e. Signed and endorsed maps of Communities areas including already agreed areas for GVL, confirmed community areas and conservation areas,

f. Community Oil Palm program draft proposal, draft and final plans and documents, to the degree developed at the time of negotiation of this agreement,

- g. Current Collective Bargaining Agreement with the GVL Labour Union,
- h. Summary of NASSCORP,
- i. Community Development Fund By Laws, draft for discussion,
 - j. Environmental Social Impact Assessment Summary,
 - k. High Conservation Values Assessment Summary.



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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 same of these objectives, whether partnering with us, challenging us, or critical of us.

A Brighter Future for Liberia