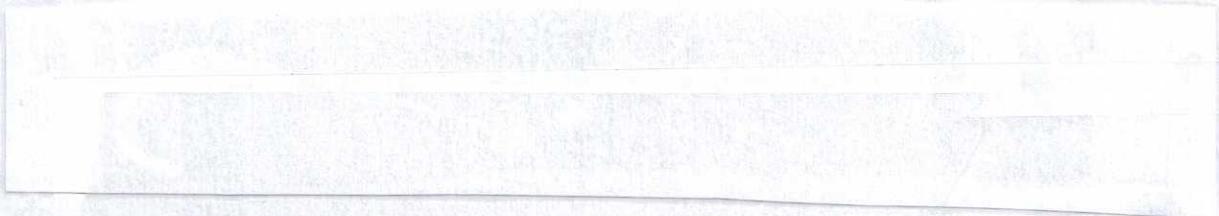


MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIGENES OF MUNDEMBA AND TOKO SUBDIVISIONS AND SG SUSTAINABLE OILS CAMEROON LTD

Under this Memorandum of understanding (MOU) the inhabitants of Mundemba and Toko Municipalities (Communities) hereby accept the investment by SG SUSTAINABLE OILS CAMEROON LTD in Mundemba and Toko Subdivisions and in return SGSOC shall implement and start the project immediately the following:

- ❖ SG SUSTAINABLE OILS CAMEROON LTD will conduct a social and environmental impact assessment (SEIA) in all the villages of the Mundemba and Toko Subdivisions affected by the project to (1) identify potential social and environmental impacts of the project and (2) identify potential benefits to the communities and opportunities for local development, income generation and livelihood improvement. The SEIA will engage the communities' participation, input and feedback including a comprehensive list of the affected project villages.
- ❖ SGSOC will avoid damaging or including any of the existing farmland within the concession area. To the extent possible all farmland will be left to continue to exist as they were prior to SGSOC's palm project. However, due to the terrain and topography of the land it may not be possible to completely avoid overlapping with existing farmland. SGSOC will consider feasible alternative project designs to avoid or at least minimize physical or economic displacement.
- ❖ To the extent that existing farmland are impacted by SGSOC's oil palm project, SGSOC will provide compensation for the loss of assets and offer an equal or better livelihood in cases where resettlement is the most practical option in accordance with international standards and guidelines.

- ❖ SGSOC will leave out land for local growers' schemes for the cultivation of oil palms and purchase the resulting fresh fruit bunches (FFB) thereby providing a credit-worthy reliable buyer for local farmers' production.
- ❖ There shall be a joint demarcation of land with the local communities, SGSOC and the administration to leave out a buffer zone between the SGSOC plantation and the local farmlands, community forests, council forest and [protected areas.
- ❖ SGSOC will provide technical assistance training on best practices for increased oil palm yields, efficiency in resource use, environmental protection and safety to local farmers.



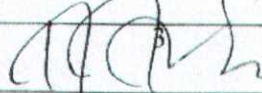


- ❖ SGSOC will contribute corporate taxes to the relevant taxing authorities.
- ❖ SGSOC will pay land rental fees to the local government treasury or as instructed by government.
- ❖ SGSOC will contribute to local schools to improve their conditions
- ❖ SGSOC will provide medical clinics to employees and make these available to the local communities
- ❖ SGSOC will provide modern wells and portable pipe-borne drinking water to the communities
- ❖ SGSOC plans to expand into additional areas and will invest in farm roads to link local regions with main project

- ❖ SGSOC will generate electricity and ,where practicable, make the surplus utility available to the communities at low cost
- ❖ SGSOC will adhere to international guidelines and policies to ensure all planting and production is done in an environmentally friendly and sustainable manner
- ❖ SGSOC will provide scholarships in fields related to agro-industry and other areas to Universities for indigenes of Mundemba and Toko Subdivisions starting from the first year of the operation of the project.
- ❖ SGSOC will create long term sustainable employment. The project will employ several thousand full time permanent employees once fully operational with priority to the indigenes of Mundemba and Toko Subdivisions, thus reducing rural exodus.
- ❖ Revenue from the sale of oil palm products owned by nonprofit organization ALL FOR AFRICA [www. allforafrica.org](http://www.allforafrica.org), will provide funding to local charitable organizations that produce crucial social goals and services to the communities.

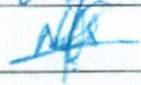
In consideration of the aforementioned policies, programs and benefits both SGSOC and the communities agree that the project shall begin immediately after the joint demarcation of the project area beginning with the immediate demarcation of the proposed nursery site.

The parties to the Memorandum of Understanding hereby expressly undertake to prepare a Formal Agreement and thereafter execute same in the presence of the Administrative Authorities, which Agreement must reflect all the commitments contained in the Memorandum of Understanding.

Done at MUNDEMBWA....., this 30TH day of JULY..... 2010.

01	HON CHIEF NN MBILE	LIPENJA I BAI	
02	ORUNE VICTOR TIKO	MOKANSA BINEA	
03	MOJO DE VINE NGOE	NDIBA NGORO	

SIGNATURES

04	NGOE JOHNSON	MASARA BIMA	P.O. NGOMEI
05	NEMBA SUNDAY LOBE	LOBE BATANGA	
06	OBASE JONAS DINDO	POREKA T BATANGA	
07	MOTO SAMUEL	DIENGE BATANGA	
08	EPELENGA MANFRED	IPONGI BATANGA	
09	MEKANYA EUGENE	BANYO BATANGA	
10	EBOKA LUCAS ESEMU	TOMBE BATANGA	
11	UKONA ROBERT	IKOLI BATANGA	
12	MALOKA JONAS	MA-YEKE BATANGA	
13	EPAKA JOHNSON	MANYA BATANGA	
14	MEKANYA SUNDAY	BABIABANGA BAT.	
15	EIBONGE DENIS	KIPENJA II	
16	NIJUMA ETIANA	KUMA BIMA	
17	EKUKA SIMON	ESOKI BATANGA	
18	NGOIA EMMANUEL	DIPUNDU BATANGA	P.O. 
19	NGRIME AUGUSTINE	MEIA NGORO	P.O. 