

G. Kru

SOCIAL AGREEMENT
FOR COMMUNITIES AFFECTED BY
LOGGING CONCESSION
FOREST MANAGEMENT CONTRACT (FMC) AREA "P",
MARYLAND, RIVER GEE, GRAND KRU COUNTIES



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SECTION I: LEGAL BACKGROUND FOR THE SOCIAL AGREEMENT

A Social Agreement Required by Law

This Social Agreement is hereby made and entered into, by, and between the Atlantic Resources Limited, hereinafter referred to as Atlantic and the Community Forestry Development Committee for the Forest Management Contract Area "P" representing the people of Kru County affected by logging concession FMC-P, hereinafter referred to as the **COMMUNITY FOREST MANAGEMENT CONTRACT AREA P**.

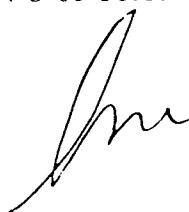
The Forest Management Contract area's P lies with Latitudes 4° 48'0" North of the equator and Longitude 8°0'0"-8°18'0" of the Greenwich Meridian and is located in Grand Kru county, Maryland and River Gee Counties, southeastern Liberia

This Forest Management Contract area "P" is 360 miles accessible by primary motro road by way of Monrovia, Gbarnga, Tappitta, Zwedru and John David's Town, and is 68 miles accessible to the Port of Harper, Maryland County.

Metes and Bounds of: Atlantic Resources Inc.

Starting from Bleebo Town, (4°43'50.97"N - 7°56'57.59"W) thence a line runs N 83° W for 4,178 meters to the point of COMMENCEMENT (4°44'08.82"N-7°59'11.21"W); thence a line runs Due West for 1,800 meters to a point (4°44'07.35"N-8°00'10.61"W); thence a line runs N 33° W for 2,039 meters to a point (4°45'02.99"N-8°00'46.49"W); thence a line runs N 88° W for 6,994 meters to a point (4°45'10.57"N-8°04'33.61"W); thence a line runs N 53° W for 13,435 meters to a point (4°49'34.41"N-8°10'20.62"W); thence a line runs N 3° E for 3,630 meters to a point (4°51'31.73"N-8°10'15.03"W); thence a line runs S 64° E for 423 meters to a point (4°51'25.70"N-8°10'02.81"W); thence a line runs S 45° E for 390 meters to a point (4°51'16.85"N-8°09'53.78"W); thence a line runs N 56° E for 326 meters to a point (4°51'22.69"N-8°09'44.98"W); thence a line runs S 82° E for 611 meters to a point (4°51'19.68"N-8°09'25.22"W); thence a line runs S 13° E for 2,104 meters to a point (4°50'13.57"N-8°09'09.59"W); thence a line runs S 79° E for 508 meters to a point (4°50'10.23"N-8°08'53.36"W); thence a line runs N 1° W for 882 meters to a point (4°50'38.81"N-8°08'54.06"W); thence a line runs N 30° E for 848 meters to a

point (4°51'02.45"N-8°08'40.35"W); thence a line runs N 6° W for 1,353 meters to a point (4°51'46.04"N-8°08'44.73"W); thence a line runs N 10° E for 597 meters to a point (4°52'05.06"N-8°08'41.22"W); thence a line runs N 6° W for 1,029 meters to a point (4°52'38.12"N-8°08'44.57"W); thence a line runs Due East for 533 meters to a point (4°52'38.12"N-8°08'27.26"W); thence a line runs S 72° E for 750 meters to a point (4°52'30.54"N-8°08'04.16"W); thence a line runs N 53° E for 3,261 meters to a point (4°53'34.40"N-8°06'39.66"W); thence a line runs N 81° E for 1,146 meters to a point (4°53'40.02"N-8°06'03.08"W); thence a line runs S 63° E for 813 meters to a point (4°53'28.25"N-8°05'39.36"W); thence a line runs S 78° E for 1,009 meters to a point (4°53'21.48"N-8°05'07.37"W); thence a line runs N 7° W for 720 meters to a point (4°53'44.72"N-8°05'10.04"W); thence a line runs N 71° W for 1,233 meters to a point (4°53'58.07"N-8°05'47.88"W); thence a line runs N 34° W for 473 meters to a point (4°54'10.75"N-8°05'56.51"W); thence a line runs N 29° W for 555 meters to a point (4°54'26.42"N-8°06'05.00"W); thence a line runs N 1° E for 613 meters to a point (4°54'46.23"N-8°06'04.56"W); thence a line runs N 20° W for 472 meters to a point (4°55'00.56"N-8°06'09.93"W); thence a line runs N 58° W for 565 meters to a point (4°55'10.20"N-8°06'25.52"W); thence a line runs Due North for 432 meters to a point (4°55'24.20"N-8°06'25.64"W); thence a line runs Due East for 592 meters to a point (4°55'24.06"N-8°06'06.37"W); thence a line runs N 2° E for 4,818 meters to a point (4°57'59.92"N-8°06'00.54"W); thence a line runs N 81° W for 2,629 meters to a point (4°58'12.83"N-8°07'24.90"W); thence a line runs N 15° E for 1,885 meters to a point (4°59'11.45"N-8°07'08.28"W); thence a line runs Due West for 2,015 meters to a point (4°59'11.45"N-8°08'13.75"W); thence a line runs Due North for 1,707 meters to a point (5°00'06.70"N-8°08'13.75"W); thence a line runs N 88° W for 2,984 meters to a point (5°00'10.33"N-8°09'50.66"W); thence a line runs S 45° W for 4,035 meters to a point (4°58'37.99"N-8°11'23.42"W); thence a line runs N 73° W for 847 meters to a point (4°58'46.29"N-8°11'49.66"W); thence a line runs S 56° W for 1,007 meters to a point (4°58'27.87"N-8°12'16.68"W); thence a line runs S 74° W for 1,311 meters to a point (4°58'16.32"N-8°12'58.12"W); thence a line runs N 32° W for 295 meters to a point (4°58'24.42"N-8°13'03.20"W); thence a line runs S 72° W for 2,080 meters to a point (4°58'03.93"N-8°14'07.60"W); thence a line runs S 4° W for 463 meters to a point (4°57'49.22"N-8°14'08.62"W); thence a line runs S 45° W for 1,467 meters to a point (4°57'15.78"N-8°14'42.10"W); thence a line runs S 68° W for 961 meters to a point (4°57'04.14"N-8°15'11.15"W); thence a line runs S



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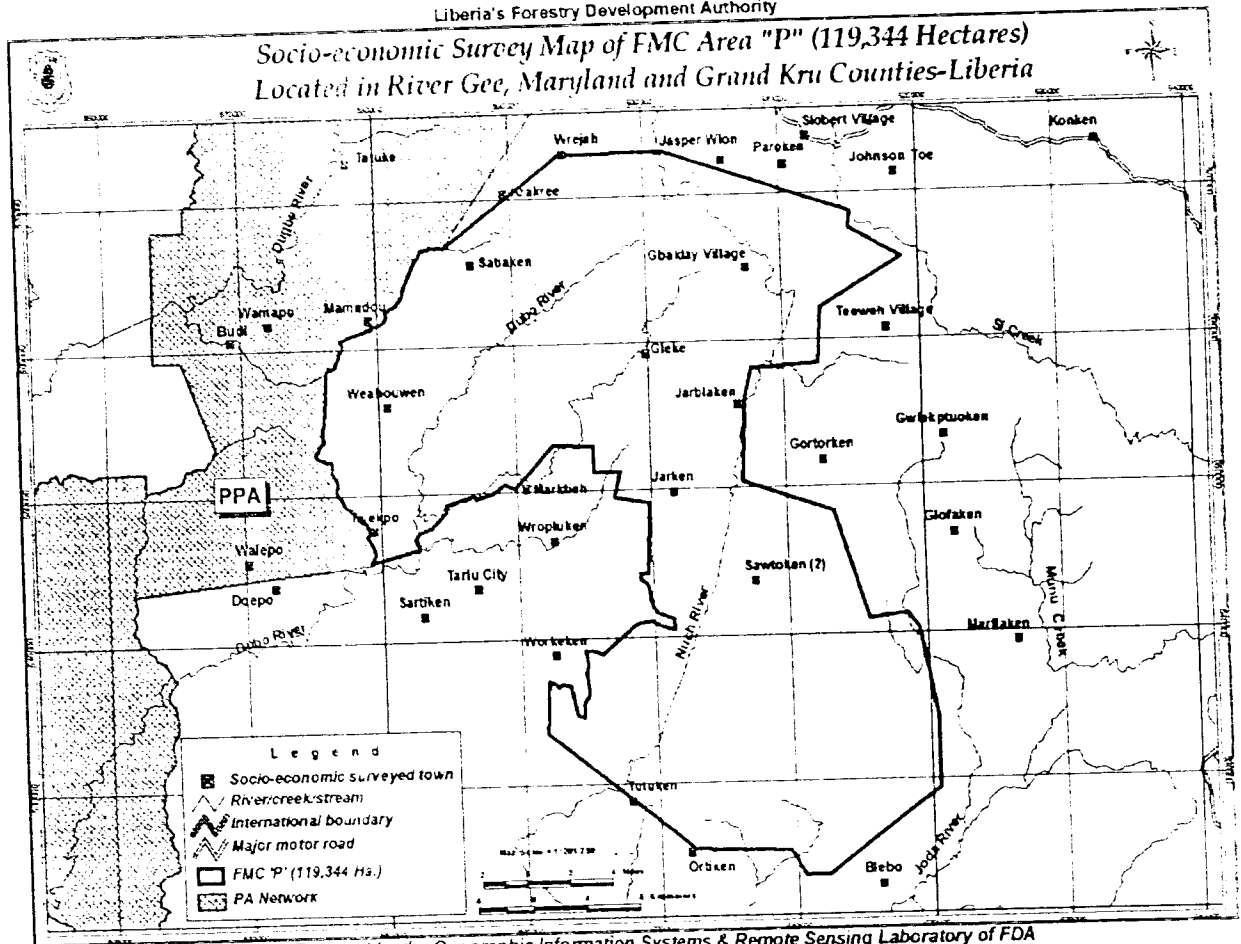
41° W for 548 meters to a point (4°56'50.73"N-8°15'22.79"W); thence a line runs S 30° E for 781 meters to a point (4°56'28.72"N-8°15'10.06"W); thence a line runs S 76° W for 3,716 meters to the point on the Grand Kru-River Gee Proposed Protected Area boundary line (4°55'59.85"N-8°17'07.16"W); thence a line runs Due North for 141 meters to a point (4°56'04.41"N-8°17'07.13"W); thence a line runs N 38° E for 266 meters to a point (4°56'11.22"N-8°17'01.82"W); thence a line runs N 25° E for 181 meters to a point (4°56'16.56"N-8°16'59.36"W); thence a line runs N 4° E for 164 meters to a point (4°56'21.91"N-8°16'58.96"W); thence a line runs N 16° W for 434 meters to a point (4°56'35.44"N-8°17'02.84"W); thence a line runs N 33° W for 724 meters to a point (4°56'55.14"N-8°17'15.64"W); thence a line runs N 5° E for 152 meters to a point (4°57'00.05"N-8°17'15.20"W); thence a line runs N 28° E for 276 meters to a point (4°57'07.97"N-8°17'11.01"W); thence a line runs N 14° W for 317 meters to a point (4°57'17.97"N-8°17'13.47"W); thence a line runs N 21° W for 215 meters to a point (4°57'24.39"N-8°17'16.02"W); thence a line runs N 41° W for 279 meters to a point (4°57'31.22"N-8°17'22.00"W); thence a line runs N 69° W for 242 meters to a point (4°57'34.03"N-8°17'29.47"W); thence a line runs N 26° W for 280 meters to a point (4°57'42.17"N-8°17'33.33"W); thence a line runs N 61° W for 274 meters to a point (4°57'46.47"N-8°17'41.11"W); thence a line runs N 36° W for 380 meters to a point (4°57'56.46"N-8°17'48.28"W); thence a line runs N 64° W for 658 meters to a point (4°58'05.79"N-8°18'07.50"W); thence a line runs N 26° W for 760 meters to a point (4°58'27.85"N-8°18'18.07"W); thence a line runs N 56° W for 238 meters to a point (4°58'32.15"N-8°18'24.52"W); thence a line runs N 14° W for 321 meters to a point (4°58'42.22"N-8°18'27.08"W); thence a line runs N 11° E for 357 meters to a point (4°58'53.64"N-8°18'24.90"W); thence a line runs N 2° W for 232 meters to a point (4°59'01.20"N-8°18'25.22"W); thence a line runs N 19° W for 412 meters to a point (4°59'13.88"N-8°18'29.54"W); thence a line runs N 37° W for 319 meters to a point (4°59'22.10"N-8°18'35.87"W); thence a line runs Due North for 497 meters to a point (4°59'38.20"N-8°18'35.87"W); thence a line runs N 11° E for 178 meters to a point (4°59'43.91"N-8°18'34.78"W); thence a line runs N 28° W for 114 meters to a point (4°59'47.12"N-8°18'36.47"W); thence a line runs N 88° W for 355 meters to a point (4°59'47.48"N-8°18'48.06"W); thence a line runs N 75° W for 763 meters to a point (4°59'53.88"N-8°19'12.04"W); thence a line runs N 37° W for 236 meters to a point (4°59'59.96"N-8°19'16.69"W); thence a line runs N 35° E for 380 meters to a point (5°00'10.07"N-8°19'09.60"W); thence a line runs N 15° E

for 248 meters to a point (5°00'17.84"N-8°19'07.51"W); thence a line runs N 45° E for 498 meters to a point (5°00'29.30"N-8°18'56.10"W); thence a line runs N 4° E for 118 meters to a point (5°00'33.13"N-8°18'55.82"W); thence a line runs N 22° W for 170 meters to a point (5°00'38.22"N-8°18'57.86"W); thence a line runs N 5° E for 275 meters to a point (5°00'47.08"N-8°18'57.06"W); thence a line runs N 7° W for 389 meters to a point (5°00'59.60"N-8°18'58.53"W); thence a line runs N 31° E for 335 meters to a point (5°01'08.80"N-8°18'52.88"W); thence a line runs N 3° E for 3,646 meters to a point (5°03'06.45"N-8°18'46.90"W); thence a line runs N 40° E for 388 meters to a point (5°03'15.97"N-8°18'38.80"W); thence a line runs S 48° E for 224 meters to a point (5°03'11.21"N-8°18'33.40"W); thence a line runs N 54° E for 329 meters to a point (5°03'17.52"N-8°18'24.79"W); thence a line runs N 10° E for 364 meters to a point (5°03'29.00"N-8°18'22.71"W); thence a line runs N 43° E for 377 meters to a point (5°03'37.69"N-8°18'14.30"W); thence a line runs Due North for 345 meters to a point (5°03'48.87"N-8°18'14.41"W); thence a line runs N 48° E for 301 meters to a point (5°03'55.18"N-8°18'07.25"W); thence a line runs N 8° E for 348 meters to a point (5°04'06.46"N-8°18'05.69"W); thence a line runs N 23° W for 309 meters to a point (5°04'15.56"N-8°18'09.63"W); thence a line runs N 63° E for 564 meters to a point (5°04'23.94"N-8°17'53.34"W); thence a line runs N 76° E for 892 meters to a point (5°04'30.97"N-8°17'25.21"W); thence a line runs N 70° E for 815 meters to a point (5°04'40.02"N-8°17'00.34"W); thence a line runs S 84° E for 136 meters to a point (5°04'39.57"N-8°16'55.99"W); thence a line runs N 4° E for 175 meters to a point (5°04'45.23"N-8°16'55.62"W); thence a line runs N 85° E for 517 meters to a point (5°04'46.73"N-8°16'38.90"W); thence a line runs N 54° E for 575 meters to a point (5°04'57.64"N-8°16'23.87"W); thence a line runs N 24° E for 328 meters to a point (5°05'07.38"N-8°16'19.64"W); thence a line runs N 27° W for 260 meters to a point (5°05'14.80"N-8°16'23.43"W); thence a line runs N 47° E for 561 meters to a point (5°05'27.24"N-8°16'10.13"W); thence a line runs N 77° E for 442 meters to a point (5°05'30.44"N-8°15'56.13"W); thence a line runs N 42° E for 700 meters to a point (5°05'47.09"N-8°15'40.82"W); thence a line runs N 15° E for 866 meters to a point (5°06'14.36"N-8°15'33.69"W); thence a line runs N 26° E for 1,708 meters to a point (5°07'03.84"N-8°15'09.19"W); thence a line runs N 36° E for 453 meters to a point (5°07'15.65"N-8°15'00.45"W); thence a line runs N 24° E for 558 meters to a point (5°07'32.15"N-8°14'53.01"W); thence a line runs N 84° E for 542 meters to a point (5°07'33.87"N-8°14'35.53"W); thence a line runs N 23° E for 168

meters to a point (5°07'38.87"N-8°14'33.40"W); thence a line runs S 78° E for 449 meters to a point (5°07'35.78"N-8°14'19.13"W); thence a line runs N 79° E for 265 meters to a point (5°07'37.48"N-8°14'10.67"W); thence a line runs S 81° E for 365 meters to a point moving away from the Proposed Protected Area boundary line (5°07'35.65"N-8°13'58.94"W); thence a line runs N 54° E for 10,711 meters to a point near the Dweken, Nyonken motor road (5°10'58.47"N-8°09'17.50"W); thence a line runs N 89° E for 7,742 meters to a point across the Grand Cess/Nuch River (5°11'04.09"N-8°05'05.13"W); thence a line runs S 72° E for 14,491 meters to a point near the Si creek (5°08'38.15"N-7°57'40.17"W); thence a line runs S 5° W for 1,133 meters to a point (5°08'01.65"N-7°57'43.20"W); thence a line runs S 61° E for 4,261 meters to a point (5°06'54.14"N-7°55'42.04"W); thence a line runs S 60° W for 6,888 meters to a point (5°05'03.30"N-7°58'56.08"W); thence a line runs S 3° W for 3,711 meters to a point (5°03'03.39"N-7°59'03.22"W); thence a line runs S 87° W for 4,981 meters to a point (5°02'53.52"N-8°01'45.02"W); thence a line runs S 17° W for 2,116 meters to a point crossing the Gi creek and the Gleke, Jarblaken, Dweken, Martuken and Gortorken motor road to a point (5°01'48.29"N-8°02'04.73"W); thence a line runs S 2° W for 5,749 meters to a point (4°58'41.98"N-8°02'11.57"W); thence a line runs S 73° E for 7,021 meters to a point (4°57'33.93"N-7°58'34.47"W); thence a line runs S 18° E for 7,628 meters to a point (4°53'38.44"N-7°57'19.91"W); thence a line runs N 84° E for 2,823 meters to a point (4°53'48.79"N-7°55'48.69"W); thence a line runs S 36° E for 1,386 meters to a point (4°53'12.54"N-7°55'23.29"W); thence a line runs S 10° E for 5,944 meters to a point (4°50'02.66"N-7°54'48.07"W); thence a line runs Due South for 5,137 meters to a point near the Newaken, Bleebo town motor road (4°47'16.36"N-7°54'47.49"W); thence a line runs S 54° W for 9,972 meters to the point of commencement (4°44'08.82"N-7°59'11.21"W), embracing (One Hundred and Nineteen Thousand Three Hundred and Forty Four) **119,344 hectares** of forest land and no more.



**Socio-economic Survey Map of FMC Area "P" (119,344 Hectares)
Located in River Gee, Maryland and Grand Kru Counties-Liberia**



Prepared by the Geographic Information Systems & Remote Sensing Laboratory of FDA

SECTION 111: PURPOSE

This Social Agreement shall serve as a binding contract between Atlantic Resources and Communities affected by the logging concession FMC "P."

This Social Agreement shall strive to create understanding and a basis for cooperation between Atlantic Resources and the Affected Communities upon whose land the company is logging.

It shall establish the benefits, and protections of the Communities Affected by FMC "P." shall receive from the logging concession. These benefits shall include:

- (a) The cubic meter financial benefits, the Affected Communities are due under FDA regulation 105-07 section 34;
- (b) In-kind benefits, such as jobs, buildings, roads, etc, upon which the Affected Communities and Atlantic Resources agree during the negotiation of this Social Agreement; and
- (c) Protections, such as environmental or livelihood protections for the Affected Communities, upon which the Communities and Atlantic Resource agree during the negotiation of this Social Agreement.

Benefits not included in this Social Agreement but owed to the Affected Communities under the law, such as land rental payments or environmental protections etc, shall continue to be the rights of the affected Communities.

The Social Agreement shall establish a code of conduct that lists additional responsibilities of both Atlantic Resource and the affected Communities.

The Social Agreement shall established obligations the FDA holds to both Atlantic and the Affected Communities.

Section III STATEMENT OF MUTUAL BENEFIT AND INTREST

The Atlantic Resource and Forest Management Contract Area "P" **Community Forestry Development Committees**, strive to engage in a mutually beneficial relationship by agreeing to the terms of this Social Agreement. Working Cooperatively in the ongoing implementation of Social Agreement will allow the Affected Communities and Atlantic Resources to achieve their respective and shared goals.

In consideration of the above premises, the parties hereto agreed as follows.

SECTION IV. DUTIES AND RESPONSIBILITIES OF ATLANTIC RESOURCE LIMITED (HOLDER):

The holder shall identify the representative designated by the company to represent it in negotiating the terms of a Social Agreement. The company representative must include _

- (1) Persons whose names are maintained on the list of names in Atlantic Resource pre-qualification documents; or a person who has documentation to verify both her employment with the company and her power to negotiate on the company's behalf,
- (2) And in the event that this person is unable to negotiate with the effected community, any other person that the company may designate, subject to the requirements of this paragraph.
 - That Atlantic agree to design it logging operations to minimized effects on traditional practices such as taboo day, sacred site, and the range of taboo animals/ plants medicine plants sites, hunting ground, non timber forest products sites,

The Holder shall maintain a list of the Community Representative (CFDC) for its FMC.

The Holder shall address the following issues, rights and responsibilities under this negotiated contract.

- Atlantic agrees to ensure that water collection points are protected and maintained;
- Atlantic agrees that timber operations are timed to minimize disruption to subsistence agricultural activities;
- Atlantic agrees that timber operations respect the existing cash crop;
- Atlantic agrees to build School and Clinic in each affected community where, Atlantic operation has reached; this construction must be within two years of the company operation.
- Atlantic agrees to build two (2) hand pumps in each major town and one (1) pump in each small town within Atlantic operation area.
- Atlantic agrees to participate in communities development programs (such as human resource development, construction of schools, clinic etc.)
- Atlantic agrees to provide transportation during emergency situation and major development activity.
- Atlantic agrees to have their office in Barclayville in three months time and build an office within one year.
- Atlantic agrees to establish a sawmill and build a permanent camp with bricks to host the sawmill in Grand kru within two years upon signing this agreement.
- Atlantic agrees to pay 1.50 USD/ cubic meter to the **Community Forestry Development Committee** apart from the payment of 30% land rental (\$2.50 per hectare) to the **Community** benefit sharing scheme;
- Atlantic agrees not to build company camps near existing towns or affected areas;
- Atlantic agrees not to harvest palm trees for processing, bridge construction and or export;
- Atlantic agrees to construct Concrete or Iron bridges on primary roads adjacent the concession area;
- Atlantic agrees to have CFDC representative verify production;
- Atlantic agrees to provide first preference for employment for skill and unskilled employees of the affected communities in Maryland, Grand Kru and River Gee Counties;

- Atlantic agrees to recondition maintain roads adjacent to the contract areas and connect nearby towns;
- Atlantic agrees to make available timber products to the community during community development projects; In addition to the quarterly meetings, Atlantic shall hold emergency meetings with the CFDC's and affected community to discuss any issues affecting the community when the need arises;
- Atlantic agrees to build schools for the education of employees dependents;
- Atlantic agrees that the community shall use, free of charge, any roads constructed and/ or maintained by Atlantic: provided, however, that such use shall not unduly prejudice nor interfere with either party.
- ✓ • Atlantic agrees to pay eight thousand United States dollars (\$8,000.00) to the community annually for scholarship purposes.

SECTION V. DUTIES AND RESPONSIBILITIES OF AFFECTED COMMUNITIES:

The affected communities shall identify their representatives through the election of their members to a **community forestry development committee**. The affected communities in negotiating the terms of a social agreement Community Forestry Development Committees must abide by the following conditions:

- (a) A CFDC must consist of at least five members who are residents of the community or communities that the committee represents.
 - (b) All members of a CFDC must be freely and fairly elected by residents of the community or communities represented by the committee.
 - (c) A CFDC must provide a means for all residents that represents, including women and youth, to have their views heard and considered.
- Prior to the disbursement of funds, a **Community Forestry Development Committee** must be incorporated under the laws of the Republic.

- (d) The CFDC shall receive 10% of the annual revenue to the communities (area and production base-fees) as compensation and shall be distributed based on position according to Annex 4.
- (e) The CFDC shall ensure that 10% of the area based fees benefit will be paid directly by the National Benefit sharing Trust Board every month but the 10% of the production-base fee compensation shall be received at the end of the year.
- (f) The CFDC and local Authorities shall ensure that no chain sawing and farming are allowed in contract area.
- (g) That CFDC holds monthly meetings with the community members for briefing updated and grievances if necessary.
- (h) The community should respect the CFDC and if any change in the leadership structure, FDA community and other stakeholders must be immediately informed.
- (i) The CFDC shall maintain a list of contract holders' representatives for its FMC.

SECTION VI: CODE OF CONDUCT FOR THE AFFECTED COMMUNITIES

The CFDC has the authority to negotiate this Social Agreement on behalf of the Affected Communities.

The Affected Communities agree to respect the forest contained within FMC "P" by avoiding the establishment of new farms within the high forest or causing fires in the high forest.

The Affected Communities agree to prohibit pit sawing for commercial uses, but Affected Communities may cut trees occasionally for Community development purposes around the towns in the affected community in collaboration with Atlantic Resources

So long as Atlantic Resource complies with the Affected Communities' Customary laws regarding traditional practices described in this Social Agreement, the Affected Community will not interfere with Atlantic Resource activities.

The must inform Atlantic Resource in advance about traditional activities that may affect Atlantic operation.

- ❖ The Affected Community agrees not to force anybody to join their traditional society, unless that person violates that society law.

V. THE FORESTRY DEVELOPMENT AUTHORITY SHALL:

- A. Ensure that the FMC is authorized so that all terms and conditions of the License are met.
- B. Ensure that the operations of the Holder are in Compliance With FMC.
- C. Distribute Copies of Agreement;
 - Original to FMC Holder,
 - Community Forestry Development Committee (CFDC)
 - The FDA managing Director

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. The Principal Contacts for this agreement are:

1. Atlantic Resource Limited.

2. Grand Kru Representative

Mr. Vincent T. Doe

Committee Chairman.

Mr. Augustus Abram

FOREST PLANNING MANAGER

Atlantic Resource Limited

Cell # 0886562182

Email.augustus.abram@yahoo.com

3. Hon. Harrison S. Karnwea Sr.
Managing Director
Forestry Development Authority
Cell. 0886513358
Email. hkarnwea@yahoo.com

- B. It is the intention of this agreement that the Atlantic and the Community may modify this agreement by mutual agreement. The FDA will need to attest to its completeness prior to any modifications going into effect.
- C. That Atlantic and the Community will maintain lines of communication regarding operations and specifically provide periodic updates to the chairperson regarding any issues in implementing the social agreement. The update should specifically provide information as to the volume of logs removed to date.
- D. That Atlantic and the Community will hold an annual meeting with representatives of the Community Forest Development Committee, FDA and authorized representatives of the company to discuss the upcoming annual operating plan as well as attempt to resolve any issues identified from the previous operating season.
- E. That Atlantic and the Community may provide support and assistance to each other in seeking grant and alternative funding opportunities via letters of support and work on grant applications.
- F. **REAL PROPERTY IMPROVEMENTS.** Any improvements (facilities, roads, etc.) developed as a result of this agreement and at the direction of either of the Atlantic and the Community, shall thereupon become the responsibility of the affected communities, and shall be subject to the same regulations and administration as other similar improvements of a similar nature. No part of this agreement shall entitle Atlantic to any share or interest in the project other than the right to use and enjoy the same under the existing applicable regulations.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts Atlantic or Affected Communities or FDA from participating in similar activities with other public or private agencies, organizations, and individuals.

H. DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, parties consisting of two (2) members of the CFDC and two (2) from the companies and one person that both parties agreed on will seek to initially resolve their differences with the assistance of those mentioned in Annex 2a. In the event that there are still differences, local government officials (District Commissioner, Paramount Chiefs, Clan Chief, and Town Chief) should be considered as neutral parties in a third-party mediation process, provided their neutrality is so proven in said conflict. If not resolved by the steps above, any controversy or claim arising out of or relating to this agreement shall be exclusively settled by binding arbitration in accordance with the Commercial Arbitration Rules and judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The laws applicable to the dispute, the Social Agreement and the interpretation thereof are the laws of Liberia. The arbitration shall take place at an acceptable location within the towns represented by the CFDC and the arbitral proceedings will be in English with interpreter provided for local languages.

I. AUTHORIZED REPRESENTATIVES: By signing below, the Chairperson of the Community Forest Development Committee certifies that the individuals listed in this document are representatives of the Affected Communities in Grand Kru county and are authorized to act in their respective areas for matters related to this agreement. Also, by signing below, the assigned representative of Atlantic certifies that this individual is authorized to act in this capacity for matters related to this agreement.

J. COMMUNITIES BE SUPPORTED TO MONITOR AND EVALUATE THE SA:

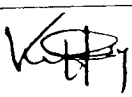
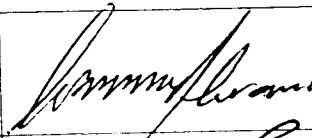
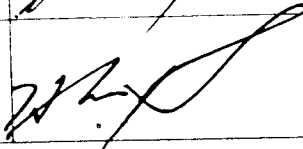
Participatory compliance monitoring of community benefit delivery by title holders and CFDCs; the CFDC to be supported from the Community Fund at the rate of 10% of annual benefit delivery (area and production base fees);

Independent Monitoring by CFDC Expert Advisor under an MOU and on a fee basis supported from the Community Fund of 5% of annual benefit delivery (area and production base fees);

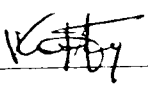
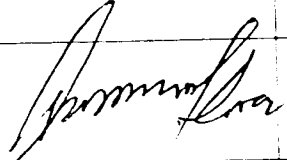
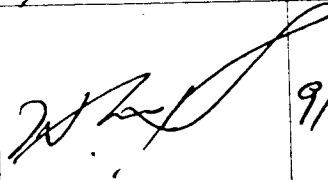
K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through the

duration of a FMC and reviewed every 5 years when the duration is to be extended after which time it will expire.

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

NAME	SIGNATURE	DATE
Mr. Vincent T. Toe Chairperson Community Forest Development Committee		08/9/2015
Mr. Augustus Abram Forest Planning Manager Atlantic Resources Limited		08/09/2015
HARRISON S. KARNWEA Sr. Managing Director Forestry Development Authority		9/10/15

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

	Signature	Date	Contact
Mr. Vincent T. Toe Grand Kru County: Area P Chairperson-CFDC		8/9/2015	0776791452
Mr. Augustus Abram Forest Planning Manager Atlantic Resource Limited		08/29/15	0886562482
Attested by: Hon. Harrison S. Karnwea Managing Director Forestry Development Authority FDA		9/10/11	0886513358 0777513358

SCHEDULE II
CONTACT INFORMATION:
AFFECTED COMMUNITIES OF GRAND KRU COUNTY

NAME	TITLE	CONTACT
CFDC MEMBERS/PRINCIPAL CONTACTS		
Mr. Vincent T. Toe	Chairman	0776791452/888213617
Mrs. Bennetta W. Blamo	Co- Chairman	
Mr. Moses Nyeneh	Secretary	
Mr. Sam S. Nagbe	Treasurer	
Mr. Swen Lewis	Chaplain	
Mr. Augustus Toe	Member	
Mr. V. Kpateh Gmah	Member	
Mr. Solomon Sarwieh	Member	
Mr. Fannoh Nyanti	Member	
Mr. Jugba Kieh Jr.	Member	

MARYLAND

SOCIAL AGREEMENT
FOR COMMUNITIES AFFECTED BY
LOGGING CONCESSION
FOREST MANAGEMENT CONTRACT (FMC) AREA "P",
MARYLAND, RIVER GEE, GRAND KRU COUNTIES



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SECTION I: LEGAL BACKGROUND FOR THE SOCIAL AGREEMENT

A Social Agreement Required by Law

This Social Agreement is hereby made and entered into, by, and between the Atlantic Resources Limited, hereinafter referred to as Atlantic and the Community Forestry Development Committee for the Forest Management Contract Area "P" representing the people of Maryland County affected by logging concession FMC-P, hereinafter referred to as the **COMMUNITY FOREST MANAGEMENT CONTRACT AREA P**.

The Forest Management Contract area's P lies with Latitudes 4° 48'0" North of the equator and Longitude 8°0'0"-8°18'0" of the Greenwich Meridian and is located in Grand Kru, Maryland and River Gee Counties, southeastern Liberia

This Forest Management Contract area "P" is 360 miles accessible by primary motor road by way of Monrovia, Gbarnga, Tappitta, Zwedru and John David's Town, and is 68 miles accessible to the Port of Harper, Maryland County.

Metes and Bounds of: Atlantic Resources Inc.

Starting from Bleebo Town, (4°43'50.97"N - 7°56'57.59"W) thence a line runs N 83° W for 4,178 meters to the point of COMMENCEMENT (4°44'08.82"N-7°59'11.21"W); thence a line runs Due West for 1,800 meters to a point (4°44'07.35"N-8°00'10.61"W); thence a line runs N 33° W for 2,039 meters to a point (4°45'02.99"N-8°00'46.49"W); thence a line runs N 88° W for 6,994 meters to a point (4°45'10.57"N-8°04'33.61"W); thence a line runs N 53° W for 13,435 meters to a point (4°49'34.41"N-8°10'20.62"W); thence a line runs N 3° E for 3,630 meters to a point (4°51'31.73"N-8°10'15.03"W); thence a line runs S 64° E for 423 meters to a point (4°51'25.70"N-8°10'02.81"W); thence a line runs S 45° E for 390 meters to a point (4°51'16.85"N-8°09'53.78"W); thence a line runs N 56° E for 326 meters to a point (4°51'22.69"N-8°09'44.98"W); thence a line runs S 82° E for 611 meters to a point (4°51'19.68"N-8°09'25.22"W); thence a line runs S 13° E for 2,104 meters to a point (4°50'13.57"N-8°09'09.59"W); thence a line runs S 79° E for 508 meters to a point (4°50'10.23"N-8°08'53.36"W); thence a line runs N 1° W for 882 meters to a point (4°50'38.81"N-8°08'54.06"W); thence a line runs N 30° E for 848 meters to a point (4°51'02.45"N-8°08'40.35"W); thence a line runs N 6° W for 1,353 meters

to a point (4°51'46.04"N-8°08'44.73"W); thence a line runs N 10° E for 597 meters to a point (4°52'05.06"N-8°08'41.22"W); thence a line runs N 6° W for 1,029 meters to a point (4°52'38.12"N-8°08'44.57"W); thence a line runs Due East for 533 meters to a point (4°52'38.12"N-8°08'27.26"W); thence a line runs S 72° E for 750 meters to a point (4°52'30.54"N-8°08'04.16"W); thence a line runs N 53° E for 3,261 meters to a point (4°53'34.40"N-8°06'39.66"W); thence a line runs N 81° E for 1,146 meters to a point (4°53'40.02"N-8°06'03.08"W); thence a line runs S 63° E for 813 meters to a point (4°53'28.25"N-8°05'39.36"W); thence a line runs S 78° E for 1,009 meters to a point (4°53'21.48"N-8°05'07.37"W); thence a line runs N 7° W for 720 meters to a point (4°53'44.72"N-8°05'10.04"W); thence a line runs N 71° W for 1,233 meters to a point (4°53'58.07"N-8°05'47.88"W); thence a line runs N 34° W for 473 meters to a point (4°54'10.75"N-8°05'56.51"W); thence a line runs N 29° W for 555 meters to a point (4°54'26.42"N-8°06'05.00"W); thence a line runs N 1° E for 613 meters to a point (4°54'46.23"N-8°06'04.56"W); thence a line runs N 20° W for 472 meters to a point (4°55'00.56"N-8°06'09.93"W); thence a line runs N 58° W for 565 meters to a point (4°55'10.20"N-8°06'25.52"W); thence a line runs Due North for 432 meters to a point (4°55'24.20"N-8°06'25.64"W); thence a line runs Due East for 592 meters to a point (4°55'24.06"N-8°06'06.37"W); thence a line runs N 2° E for 4,818 meters to a point (4°57'59.92"N-8°06'00.54"W); thence a line runs N 81° W for 2,629 meters to a point (4°58'12.83"N-8°07'24.90"W); thence a line runs N 15° E for 1,885 meters to a point (4°59'11.45"N-8°07'08.28"W); thence a line runs Due West for 2,015 meters to a point (4°59'11.45"N-8°08'13.75"W); thence a line runs Due North for 1,707 meters to a point (5°00'06.70"N-8°08'13.75"W); thence a line runs N 88° W for 2,984 meters to a point (5°00'10.33"N-8°09'50.66"W); thence a line runs S 45° W for 4,035 meters to a point (4°58'37.99"N-8°11'23.42"W); thence a line runs N 73° W for 847 meters to a point (4°58'46.29"N-8°11'49.66"W); thence a line runs S 56° W for 1,007 meters to a point (4°58'27.87"N-8°12'16.68"W); thence a line runs S 74° W for 1,311 meters to a point (4°58'16.32"N-8°12'58.12"W); thence a line runs N 32° W for 295 meters to a point (4°58'24.42"N-8°13'03.20"W); thence a line runs S 72° W for 2,080 meters to a point (4°58'03.93"N-8°14'07.60"W); thence a line runs S 4° W for 463 meters to a point (4°57'49.22"N-8°14'08.62"W); thence a line runs S 45° W for 1,467 meters to a point (4°57'15.78"N-8°14'42.10"W); thence a line runs S 68° W for 961 meters to a point (4°57'04.14"N-8°15'11.15"W); thence a line runs S 41° W for 548 meters to a point (4°56'50.73"N-8°15'22.79"W); thence a line

runs S 30° E for 781 meters to a point (4°56'28.72"N-8°15'10.06"W); thence a line runs S 76° W for 3,716 meters to the point on the Grand Kru-River Gee Proposed Protected Area boundary line (4°55'59.85"N-8°17'07.16"W); thence a line runs Due North for 141 meters to a point (4°56'04.41"N-8°17'07.13"W); thence a line runs N 38° E for 266 meters to a point (4°56'11.22"N-8°17'01.82"W); thence a line runs N 25° E for 181 meters to a point (4°56'16.56"N-8°16'59.36"W); thence a line runs N 4° E for 164 meters to a point (4°56'21.91"N-8°16'58.96"W); thence a line runs N 16° W for 434 meters to a point (4°56'35.44"N-8°17'02.84"W); thence a line runs N 33° W for 724 meters to a point (4°56'55.14"N-8°17'15.64"W); thence a line runs N 5° E for 152 meters to a point (4°57'00.05"N-8°17'15.20"W); thence a line runs N 28° E for 276 meters to a point (4°57'07.97"N-8°17'11.01"W); thence a line runs N 14° W for 317 meters to a point (4°57'17.97"N-8°17'13.47"W); thence a line runs N 21° W for 215 meters to a point (4°57'24.39"N-8°17'16.02"W); thence a line runs N 41° W for 279 meters to a point (4°57'31.22"N-8°17'22.00"W); thence a line runs N 69° W for 242 meters to a point (4°57'34.03"N-8°17'29.47"W); thence a line runs N 26° W for 280 meters to a point (4°57'42.17"N-8°17'33.33"W); thence a line runs N 61° W for 274 meters to a point (4°57'46.47"N-8°17'41.11"W); thence a line runs N 36° W for 380 meters to a point (4°57'56.46"N-8°17'48.28"W); thence a line runs N 64° W for 658 meters to a point (4°58'05.79"N-8°18'07.50"W); thence a line runs N 26° W for 760 meters to a point (4°58'27.85"N-8°18'18.07"W); thence a line runs N 56° W for 238 meters to a point (4°58'32.15"N-8°18'24.52"W); thence a line runs N 14° W for 321 meters to a point (4°58'42.22"N-8°18'27.08"W); thence a line runs N 11° E for 357 meters to a point (4°58'53.64"N-8°18'24.90"W); thence a line runs N 2° W for 232 meters to a point (4°59'01.20"N-8°18'25.22"W); thence a line runs N 19° W for 412 meters to a point (4°59'13.88"N-8°18'29.54"W); thence a line runs N 37° W for 319 meters to a point (4°59'22.10"N-8°18'35.87"W); thence a line runs Due North for 497 meters to a point (4°59'38.20"N-8°18'35.87"W); thence a line runs N 11° E for 178 meters to a point (4°59'43.91"N-8°18'34.78"W); thence a line runs N 28° W for 114 meters to a point (4°59'47.12"N-8°18'36.47"W); thence a line runs N 88° W for 355 meters to a point (4°59'47.48"N-8°18'48.06"W); thence a line runs N 75° W for 763 meters to a point (4°59'53.88"N-8°19'12.04"W); thence a line runs N 37° W for 236 meters to a point (4°59'59.96"N-8°19'16.69"W); thence a line runs N 35° E for 380 meters to a point (5°00'10.07"N-8°19'09.60"W); thence a line runs N 15° E for 248 meters to a point (5°00'17.84"N-8°19'07.51"W); thence a line runs N 45°

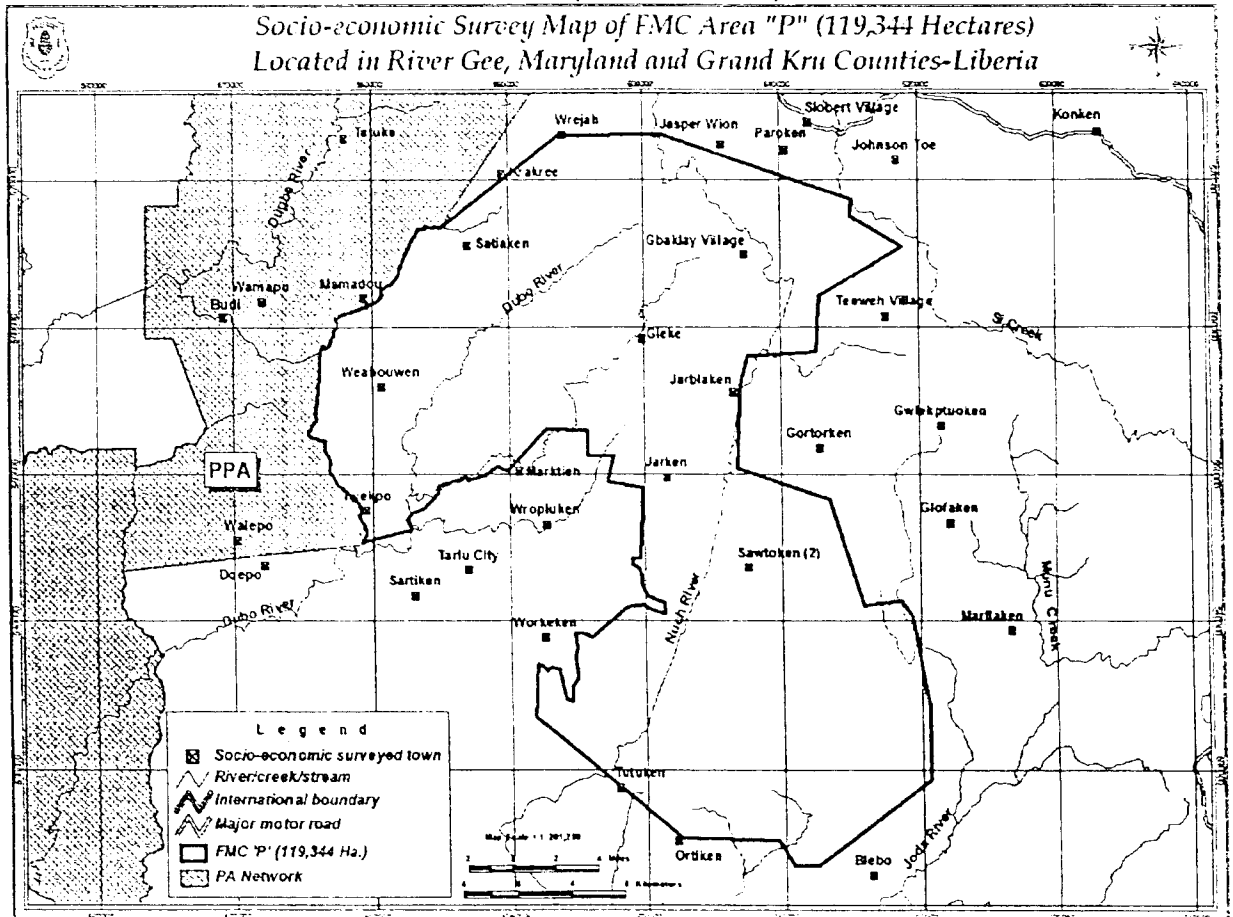
E for 498 meters to a point (5°00'29.30"N-8°18'56.10"W); thence a line runs N 4° E for 118 meters to a point (5°00'33.13"N-8°18'55.82"W); thence a line runs N 22° W for 170 meters to a point (5°00'38.22"N-8°18'57.86"W); thence a line runs N 5° E for 275 meters to a point (5°00'47.08"N-8°18'57.06"W); thence a line runs N 7° W for 389 meters to a point (5°00'59.60"N-8°18'58.53"W); thence a line runs N 31° E for 335 meters to a point (5°01'08.80"N-8°18'52.88"W); thence a line runs N 3° E for 3,646 meters to a point (5°03'06.45"N-8°18'46.90"W); thence a line runs N 40° E for 388 meters to a point (5°03'15.97"N-8°18'38.80"W); thence a line runs S 48° E for 224 meters to a point (5°03'11.21"N-8°18'33.40"W); thence a line runs N 54° E for 329 meters to a point (5°03'17.52"N-8°18'24.79"W); thence a line runs N 10° E for 364 meters to a point (5°03'29.00"N-8°18'22.71"W); thence a line runs N 43° E for 377 meters to a point (5°03'37.69"N-8°18'14.30"W); thence a line runs Due North for 345 meters to a point (5°03'48.87"N-8°18'14.41"W); thence a line runs N 48° E for 301 meters to a point (5°03'55.18"N-8°18'07.25"W); thence a line runs N 8° E for 348 meters to a point (5°04'06.46"N-8°18'05.69"W); thence a line runs N 23° W for 309 meters to a point (5°04'15.56"N-8°18'09.63"W); thence a line runs N 63° E for 564 meters to a point (5°04'23.94"N-8°17'53.34"W); thence a line runs N 76° E for 892 meters to a point (5°04'30.97"N-8°17'25.21"W); thence a line runs N 70° E for 815 meters to a point (5°04'40.02"N-8°17'00.34"W); thence a line runs S 84° E for 136 meters to a point (5°04'39.57"N-8°16'55.99"W); thence a line runs N 4° E for 175 meters to a point (5°04'45.23"N-8°16'55.62"W); thence a line runs N 85° E for 517 meters to a point (5°04'46.73"N-8°16'38.90"W); thence a line runs N 54° E for 575 meters to a point (5°04'57.64"N-8°16'23.87"W); thence a line runs N 24° E for 328 meters to a point (5°05'07.38"N-8°16'19.64"W); thence a line runs N 27° W for 260 meters to a point (5°05'14.80"N-8°16'23.43"W); thence a line runs N 47° E for 561 meters to a point (5°05'27.24"N-8°16'10.13"W); thence a line runs N 77° E for 442 meters to a point (5°05'30.44"N-8°15'56.13"W); thence a line runs N 42° E for 700 meters to a point (5°05'47.09"N-8°15'40.82"W); thence a line runs N 15° E for 866 meters to a point (5°06'14.36"N-8°15'33.69"W); thence a line runs N 26° E for 1,708 meters to a point (5°07'03.84"N-8°15'09.19"W); thence a line runs N 36° E for 453 meters to a point (5°07'15.65"N-8°15'00.45"W); thence a line runs N 24° E for 558 meters to a point (5°07'32.15"N-8°14'53.01"W); thence a line runs N 84° E for 542 meters to a point (5°07'33.87"N-8°14'35.53"W); thence a line runs N 23° E for 168 meters to a point (5°07'38.87"N-8°14'33.40"W); thence a line runs S 78° E for

449 meters to a point (5°07'35.78"N-8°14'19.13"W); thence a line runs N 79° E for 265 meters to a point (5°07'37.48"N-8°14'10.67"W); thence a line runs S 81° E for 365 meters to a point moving away from the Proposed Protected Area boundary line (5°07'35.65"N-8°13'58.94"W); thence a line runs N 54° E for 10,711 meters to a point near the Dweken, Nyonken motor road (5°10'58.47"N-8°09'17.50"W); thence a line runs N 89° E for 7,742 meters to a point across the Grand Cess/Nuch River (5°11'04.09"N-8°05'05.13"W); thence a line runs S 72° E for 14,491 meters to a point near the Si creek (5°08'38.15"N-7°57'40.17"W); thence a line runs S 5° W for 1,133 meters to a point (5°08'01.65"N-7°57'43.20"W); thence a line runs S 61° E for 4,261 meters to a point (5°06'54.14"N-7°55'42.04"W); thence a line runs S 60° W for 6,888 meters to a point (5°05'03.30"N-7°58'56.08"W); thence a line runs S 3° W for 3,711 meters to a point (5°03'03.39"N-7°59'03.22"W); thence a line runs S 87° W for 4,981 meters to a point (5°02'53.52"N-8°01'45.02"W); thence a line runs S 17° W for 2,116 meters to a point crossing the Gi creek and the Gleke, Jarblaken, Dweken, Martuken and Gortorken motor road to a point (5°01'48.29"N-8°02'04.73"W); thence a line runs S 2° W for 5,749 meters to a point (4°58'41.98"N-8°02'11.57"W); thence a line runs S 73° E for 7,021 meters to a point (4°57'33.93"N-7°58'34.47"W); thence a line runs S 18° E for 7,628 meters to a point (4°53'38.44"N-7°57'19.91"W); thence a line runs N 84° E for 2,823 meters to a point (4°53'48.79"N-7°55'48.69"W); thence a line runs S 36° E for 1,386 meters to a point (4°53'12.54"N-7°55'23.29"W); thence a line runs S 10° E for 5,944 meters to a point (4°50'02.66"N-7°54'48.07"W); thence a line runs Due South for 5,137 meters to a point near the Newaken, Bleebo town motor road (4°47'16.36"N-7°54'47.49"W); thence a line runs S 54° W for 9,972 meters to the point of commencement (4°44'08.82"N-7°59'11.21"W), embracing (One Hundred and Nineteen Thousand Three Hundred and Forty Four) 119,344 hectares of forest land and no more.

N3 (cyn)

[Signature]

**Socio-economic Survey Map of FMC Area "P" (119,344 Hectares)
Located in River Gee, Maryland and Grand Kru Counties-Liberia**



Prepared by the Geographic Information Systems & Remote Sensing Laboratory of FDA

MB (signature)

(signature)

SECTION 111: PURPOSE

This Social Agreement shall serve as a binding contract between Atlantic Resources and Communities affected by the logging concession FMC "P."

This Social Agreement shall strive to create understanding and a basis for cooperation between Atlantic Resources and the Affected Communities upon whose land the company is logging.

It shall establish the benefits, and protections of the Communities Affected by FMC "P." shall receive from the logging concession. These benefits shall include:


- (a) The cubic meter financial benefits, the Affected Communities are due under FDA regulation 105-07 section 34;
- (b) In-kind benefits, such as jobs, buildings, roads, etc, upon which the Affected Communities and Atlantic Resources agree during the negotiation of this Social Agreement; and
- (c) Protections, such as environmental or livelihood protections for the Affected Communities, upon which the Communities and Atlantic Resource agree during the negotiation of this Social Agreement.

Benefits not included in this Social Agreement but owed to the Affected Communities under the law, such as land rental payments or environmental protections etc, shall continue to be the rights of the affected Communities.

The Social Agreement shall establish a code of conduct that lists additional responsibilities of both Atlantic Resource and the affected Communities.

The Social Agreement shall established obligations the FDA holds to both Atlantic and the Affected Communities.

MB/agon



Section III STATEMENT OF MUTUAL BENEFIT AND INTREST

The Atlantic Resource and Forest Management Contract Area "P" **Community Forestry Development Committees**, strive to engage in a mutually beneficial relationship by agreeing to the terms of this Social Agreement. Working Cooperatively in the ongoing implementation of Social Agreement will allow the Affected Communities and Atlantic Resources to achieve their respective and shared goals.

In consideration of the above premises, the parties hereto agreed as follows.

SECTION IV. DUTIES AND RESPONSIBILITIES OF ATLANTIC RESOURCE LIMITED (HOLDER):

The holder shall identify the representative designated by the company to represent it in negotiating the terms of a Social Agreement. The company representative must include _

- (1) Persons whose names are maintained on the list of names in Atlantic Resource pre-qualification documents; or a person who has documentation to verify both her employment with the company and her power to negotiate on the company's behalf,
- (2) And in the event that this person is unable to negotiate with the effected community, any other person that the company may designate, subject to the requirements of this paragraph.
 - That Atlantic agree to design it logging operations to minimized effects on traditional practices such as taboo day, sacred site, and the range of taboo animals/ plants medicine plants sites, hunting ground, non timber forest products sites,

The Holder shall maintain a list of the Community Representative (CFDC) for its FMC.

The Holder shall address the following issues, rights and responsibilities under this negotiated contract.

MB/azw

[Signature]

- Atlantic agrees to ensure that water collection points are protected and maintained;
- Atlantic agrees that timber operations are timed to minimize disruption to subsistence agricultural activities;
- Atlantic agrees that timber operations respect the existing cash crop;
- Atlantic agrees to participate in **Community** development programs (such as human resource development, construction of school, clinic, etc);
- Atlantic agrees to provide transportation during emergency situation and major development activity.
- Atlantic agrees to pay 1.50 USD/ cubic meter to the **Community Forestry Development Committee** apart from the payment of 30% land rental (\$2.50 per hectare) to the **Community** benefit sharing scheme;
- Atlantic agrees not to build company camps near existing towns or affected areas;
- Atlantic agrees not to harvest palm trees for processing, bridge construction and or export;
- Atlantic agrees not to construct logged bridges on primary roads;
- Atlantic agrees to have CFDC representative verify production;
- Atlantic agrees to provide first preference for employment for skill and unskilled employees of the affected communities in Maryland, Grand Kru and River Gee Counties;
- Atlantic agrees to recondition maintain roads adjacent to the contract areas and connect nearby towns;
- Atlantic agrees to make available timber products to the community during community development projects; In addition to the quarterly meetings,
- Atlantic agrees to hold emergency meetings with the CFDC's and affected community to discuss any issues affecting the community when the need arises;
- Atlantic agrees to build school in the affected community for the education of employees dependents one year upon operation of the company;

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[Signature]

- Atlantic agrees that the community shall use, free of charge, any roads constructed and/ or maintained by Atlantic: provided, however, that such use shall not unduly prejudice nor interfere with either party.
- Atlantic agrees to pay six thousand United States dollars (\$6,000.00) to affected communities in (FMC- P) Maryland County annually for scholarship purposes.

SECTION V. DUTIES AND RESPONSIBILITIES OF AFFECTED COMMUNITIES:

The affected communities shall identify their representatives through the election of their members to a **community forestry development committee**. The affected communities in negotiating the terms of a social agreement Community Forestry Development Committees must abide by the following conditions:

- (a) A CFDC must consist of at least five members who are residents of the community or communities that the committee represents.
- (b) All members of a CFDC must be freely and fairly elected by residents of the community or communities represented by the committee.
- (c) A CFDC must provide a means for all residents that represents, including women and youth, to have their views heard and considered.
Prior to the disbursement of funds, a **Community Forestry Development Committee** must be incorporated under the laws of the Republic.
- (d) The CFDC shall receive 10% of the annual revenue to the communities (area and production base-fees) as compensation and shall be distributed based on position according to Annex 4.
- (e) The CFDC shall ensure that 10% of the area based fees benefit will be paid directly by the National Benefit sharing Trust Board every month but the 10% of the production-base fee compensation shall be received at the end of the year.
- (f) The CFDC and local Authorities shall ensure that no chain sawing and farming are allowed in contract area.

- (g) That CFDC holds monthly meetings with the community members for briefing updated and grievances if necessary.
- (h) The community should respect the CFDC and if any change in the leadership structure, FDA community and other stakeholders must be immediately informed.
- (i) The CFDC shall maintain a list of contract holders' representatives for its FMC.

SECTION VI: CODE OF CONDUCT FOR THE AFFECTED COMMUNITIES

The CFDC has the authority to negotiate this Social Agreement on behalf of the Affected Communities.

The Affected Communities agree to respect the forest contained within FMC "P" by avoiding the establishment of new farms within the high forest or causing fires in the high forest.

The Affected Communities agree to prohibit pit sawing for commercial uses, but Affected Communities may cut trees occasionally for Community development purposes around the towns in the affected community in collaboration with Atlantic Resources

So long as Atlantic Resource complies with the Affected Communities' Customary laws regarding traditional practices described in this Social Agreement, the Affected Community will not interfere with Atlantic Resource activities.

They must inform Atlantic Resource in advance about traditional activities that may affect Atlantic operation.

- ❖ The Affected Community agrees not to force anybody to join their traditional society, unless that person violates that society law.

MB Lago

Handwritten signatures

V. THE FORESTRY DEVELOPMENT AUTHORITY SHALL:

- A. Ensure that the FMC is authorized so that all terms and conditions of the License are met.
- B. Ensure that the operations of the Holder are in Compliance With FMC.
- C. Distribute Copies of Agreement;
 - Original to FMC Holder,
 - Community Forestry Development Committee (CFDC)
 - The FDA managing Director

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. The Principal Contacts for this agreement are:

1. Atlantic Resource Limited.

Mr. Augustus Abram
FOREST PLANNING MANAGER
Atlantic Resource Limited
Cell # 0886562182
Email.augustus.abram@yahoo.com

MBlayo
2. Maryland Representative
Mr. Moses Blayon
Committee Chairman.

3. Hon. Harrison S. Karnwea Sr.
Managing Director
Forestry Development Authority
Cell. 0886513358
Email. hkarnwea@yahoo.com

- B. It is the intention of this agreement that the Atlantic and the Community may modify this agreement by mutual agreement. The FDA will need to attest to its completeness prior to any modifications going into effect.
- C. That Atlantic and the Community will maintain lines of communication regarding operations and specifically provide periodic updates to the chairperson regarding any issues in implementing the social agreement. The update should specifically provide information as to the volume of logs removed to date.
- D. That Atlantic and the Community will hold an annual meeting with representatives of the Community Forest Development Committee, FDA and authorized representatives of the company to discuss the upcoming annual operating plan as well as attempt to resolve any issues identified from the previous operating season.
- E. That Atlantic and the Community may provide support and assistance to each other in seeking grant and alternative funding opportunities via letters of support and work on grant applications.
- F. **REAL PROPERTY IMPROVEMENTS.** Any improvements (facilities, roads, etc.) developed as a result of this agreement and at the direction of either of the Atlantic and the Community, shall thereupon become the responsibility of the affected communities, and shall be subject to the same regulations and administration as other similar improvements of a similar nature. No part of this agreement shall entitle Atlantic to any share or interest in the project other than the right to use and enjoy the same under the existing applicable regulations.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts Atlantic or Affected Communities or FDA from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **DISPUTE RESOLUTION.** In the event of any issue of controversy under this agreement, parties consisting of two (2) members of the CFDC and two (2) from the companies and one person that both parties agreed on will seek to initially resolve their differences with the assistance of

those mentioned in Annex 2a. In the event that there are still differences, local government officials (District Commissioner, Paramount Chiefs, Clan Chief, and Town Chief) should be considered as neutral parties in a third-party mediation process, provided their neutrality is so proven in said conflict. If not resolved by the steps above, any controversy or claim arising out of or relating to this agreement shall be exclusively settled by binding arbitration in accordance with the Commercial Arbitration Rules and judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The laws applicable to the dispute, the Social Agreement and the interpretation thereof are the laws of Liberia. The arbitration shall take place at an acceptable location within the towns represented by the CFDC and the arbitral proceedings will be in English with interpreter provided for local languages.

I. **AUTHORIZED REPRESENTATIVES:** By signing below, the Chairperson of the Community Forest Development Committee certifies that the individuals listed in this document are representatives of the Affected Communities in Maryland County and are authorized to act in their respective areas for matters related to this agreement. Also, by signing below, the assigned representative of Atlantic certifies that this individual is authorized to act in this capacity for matters related to this agreement.

J. **COMMUNITIES BE SUPPORTED TO MONITOR AND EVALUATE THE SA:**

Participatory compliance monitoring of community benefit delivery by title holders and CFDCs: the CFDC to be supported from the Community Fund at the rate of 10% of annual benefit delivery (area and production base fees);

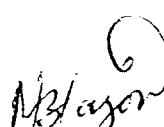
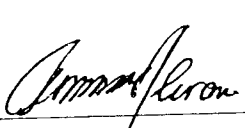

Independent Monitoring by CFDC Expert Advisor under an MOU and on a fee basis supported from the Community Fund of 5% of annual benefit delivery (area and production base fees);

K. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through the duration of a FMC and reviewed every 5 years when the duration is to be extended after which time it will expire.

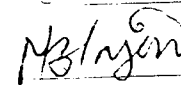
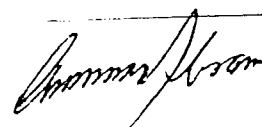
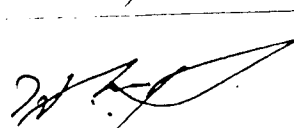
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In witness whereof, the parties hereto have executed this agreement as of the last date written below.

NAME	SIGNATURE	DATE
Mr. Moses Blayon Chairperson Community Forest Development Committee		
Mr. Augustus Abram Forest Planning Manager Atlantic Resources Limited		09/09/2015
HARRISON S. KARNWEA Managing Director Forestry Development Authority		9/10/15

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

	Signature	Date	Contact
Mr. Moses Blayon Maryland County: Area P Chairperson-CFDC			
Mr. Augustus Abram Forest Planning Manager Atlantic Resource Limited		09/09/15	0886562182
Attested by: Hon. Harrison S. Karnwea Managing Director Forestry Development Authority FDA		9/10/15	0886515358 0777518380





SCHEDULE II
CONTACT INFORMATION:
AFFECTED COMMUNITIES OF MARYLAND COUNTY

NAME	TITLE	CONTACT
CFDC MEMBERS/PRINCIPAL CONTACTS		
Moses Blayon	Chairman	
Felix Sarbo	Co- Chairman	
Gbajulue Toe	Secretary	
Sekpe Mcgee	Treasurer	
Nathaniel Carl	Chaplain	
Clara Geefe	Member	
Ida Welleh	Member	
Ben T. Hinneh	Member	
Sayonkon Gbagelec	Member	
Prince Seafore	Member	

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Rivergee

SOCIAL AGREEMENT
FOR COMMUNITIES AFFECTED BY
LOGGING CONCESSION
FOREST MANAGEMENT CONTRACT (FMC) AREA "P",
MARYLAND, RIVER GEE, GRAND KRU COUNTIES



[Signature]

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SECTION I: LEGAL BACKGROUND FOR THE SOCIAL AGREEMENT

A Social Agreement Required by Law

This Social Agreement is hereby made and entered into, by, and between the Atlantic Resources Limited, hereinafter referred to as Atlantic and the Community Forestry Development Committee for the Forest Management Contract Area "P" representing the people of River Gee County affected by logging concession FMC-P, hereinafter referred to as the **COMMUNITY FOREST MANAGEMENT CONTRACT AREA P**.

The Forest Management Contract area's P lies with Latitudes 4° 48'0" North of the equator and Longitude 8°0'0"-8°18'0" of the Greenwich Meridian and is located in Grand Kru county, Maryland and River Gee Counties, southeastern Liberia

This Forest Management Contract area "P" is 360 miles accessible by primary motro road by way of Monrovia, Gbarnga, Tappitta, Zwedru and John David's Town, and is 68 miles accessible to the Port of Harper, Maryland County.

Metes and Bounds of: Atlantic Resources Inc.

Starting from Bleebo Town, (4°43'50.97"N - 7°56'57.59"W) thence a line runs N 83° W for 4,178 meters to the point of COMMENCEMENT (4°44'08.82"N-7°59'11.21"W); thence a line runs Due West for 1,800 meters to a point (4°44'07.35"N-8°00'10.61"W); thence a line runs N 33° W for 2,039 meters to a point (4°45'02.99"N-8°00'46.49"W); thence a line runs N 88° W for 6,994 meters to a point (4°45'10.57"N-8°04'33.61"W); thence a line runs N 53° W for 13,435 meters to a point (4°49'34.41"N-8°10'20.62"W); thence a line runs N 3° E for 3,630 meters to a point (4°51'31.73"N-8°10'15.03"W); thence a line runs S 64° E for 423 meters to a point (4°51'25.70"N-8°10'02.81"W); thence a line runs S 45° E for 390 meters to a point (4°51'16.85"N-8°09'53.78"W); thence a line runs N 56° E for 326 meters to a point (4°51'22.69"N-8°09'44.98"W); thence a line runs S 82° E for 611 meters to a point (4°51'19.68"N-8°09'25.22"W); thence a line runs S 13° E for 2,104 meters to a point (4°50'13.57"N-8°09'09.59"W); thence a line runs S 79° E for 508 meters to a point (4°50'10.23"N-8°08'53.36"W); thence a line runs N 1° W for 882 meters to a point (4°50'38.81"N-8°08'54.06"W); thence a line runs N 30° E for 848 meters to a

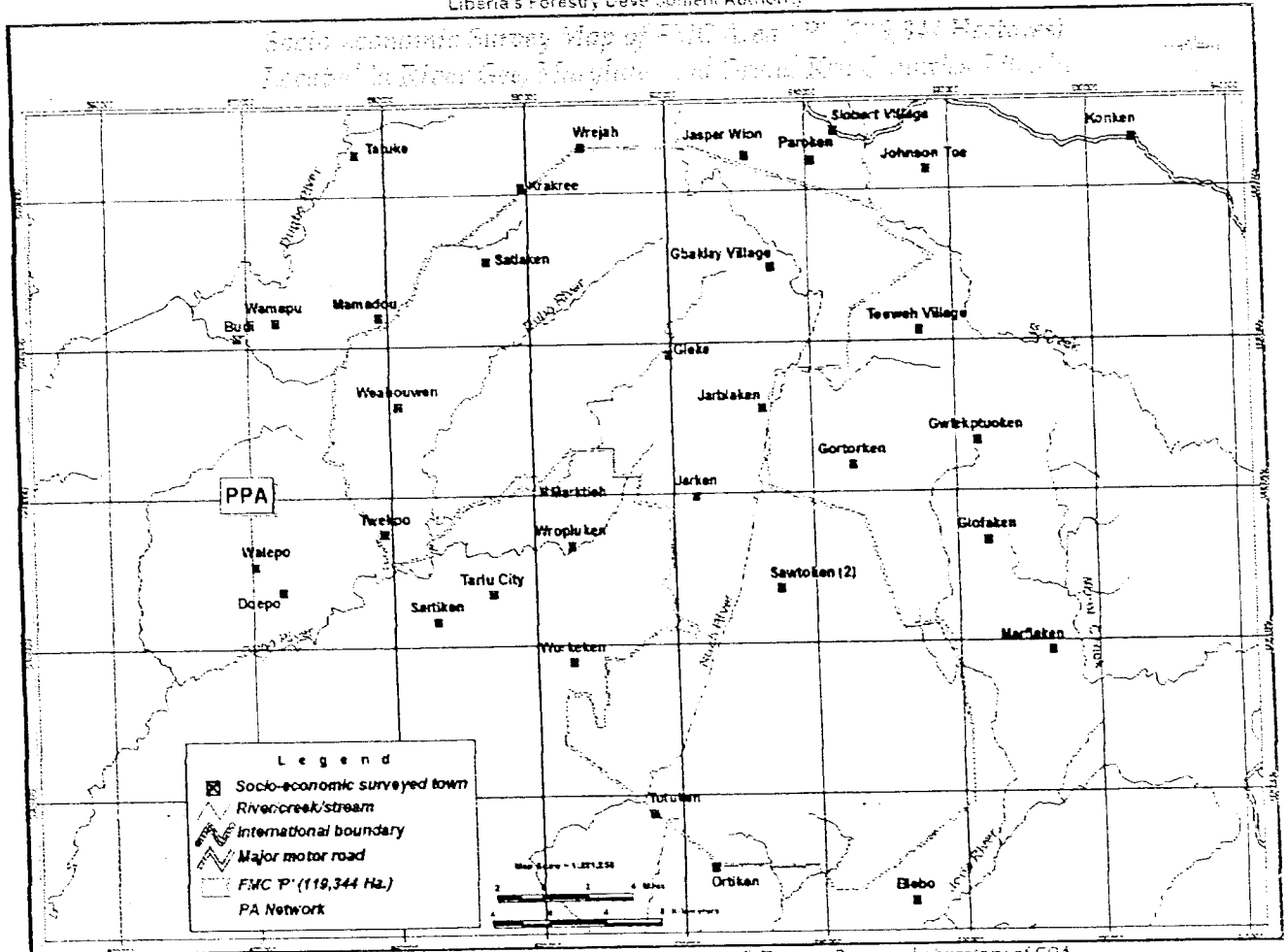
point (4°51'02.45"N-8°08'40.35"W); thence a line runs N 6° W for 1,353 meters to a point (4°51'46.04"N-8°08'44.73"W); thence a line runs N 10° E for 597 meters to a point (4°52'05.06"N-8°08'41.22"W); thence a line runs N 6° W for 1,029 meters to a point (4°52'38.12"N-8°08'44.57"W); thence a line runs Due East for 533 meters to a point (4°52'38.12"N-8°08'27.26"W); thence a line runs S 72° E for 750 meters to a point (4°52'30.54"N-8°08'04.16"W); thence a line runs N 53° E for 3,261 meters to a point (4°53'34.40"N-8°06'39.66"W); thence a line runs N 81° E for 1,146 meters to a point (4°53'40.02"N-8°06'03.08"W); thence a line runs S 63° E for 813 meters to a point (4°53'28.25"N-8°05'39.36"W); thence a line runs S 78° E for 1,009 meters to a point (4°53'21.48"N-8°05'07.37"W); thence a line runs N 7° W for 720 meters to a point (4°53'44.72"N-8°05'10.04"W); thence a line runs N 71° W for 1,233 meters to a point (4°53'58.07"N-8°05'47.88"W); thence a line runs N 34° W for 473 meters to a point (4°54'10.75"N-8°05'56.51"W); thence a line runs N 29° W for 555 meters to a point (4°54'26.42"N-8°06'05.00"W); thence a line runs N 1° E for 613 meters to a point (4°54'46.23"N-8°06'04.56"W); thence a line runs N 20° W for 472 meters to a point (4°55'00.56"N-8°06'09.93"W); thence a line runs N 58° W for 565 meters to a point (4°55'10.20"N-8°06'25.52"W); thence a line runs Due North for 432 meters to a point (4°55'24.20"N-8°06'25.64"W); thence a line runs Due East for 592 meters to a point (4°55'24.06"N-8°06'06.37"W); thence a line runs N 2° E for 4,818 meters to a point (4°57'59.92"N-8°06'00.54"W); thence a line runs N 81° W for 2,629 meters to a point (4°58'12.83"N-8°07'24.90"W); thence a line runs N 15° E for 1,885 meters to a point (4°59'11.45"N-8°07'08.28"W); thence a line runs Due West for 2,015 meters to a point (4°59'11.45"N-8°08'13.75"W); thence a line runs Due North for 1,707 meters to a point (5°00'06.70"N-8°08'13.75"W); thence a line runs N 88° W for 2,984 meters to a point (5°00'10.33"N-8°09'50.66"W); thence a line runs S 45° W for 4,035 meters to a point (4°58'37.99"N-8°11'23.42"W); thence a line runs N 73° W for 847 meters to a point (4°58'46.29"N-8°11'49.66"W); thence a line runs S 56° W for 1,007 meters to a point (4°58'27.87"N-8°12'16.68"W); thence a line runs S 74° W for 1,311 meters to a point (4°58'16.32"N-8°12'58.12"W); thence a line runs N 32° W for 295 meters to a point (4°58'24.42"N-8°13'03.20"W); thence a line runs S 72° W for 2,080 meters to a point (4°58'03.93"N-8°14'07.60"W); thence a line runs S 4° W for 463 meters to a point (4°57'49.22"N-8°14'08.62"W); thence a line runs S 45° W for 1,467 meters to a point (4°57'15.78"N-8°14'42.10"W); thence a line runs S 68° W for 961 meters to a point (4°57'04.14"N-8°15'11.15"W); thence a line runs S

41° W for 548 meters to a point (4°56'50.73"N-8°15'22.79"W); thence a line runs S 30° E for 781 meters to a point (4°56'28.72"N-8°15'10.06"W); thence a line runs S 76° W for 3,716 meters to the point on the Grand Kru-River Gee Proposed Protected Area boundary line (4°55'59.85"N-8°17'07.16"W); thence a line runs Due North for 141 meters to a point (4°56'04.41"N-8°17'07.13"W); thence a line runs N 38° E for 266 meters to a point (4°56'11.22"N-8°17'01.82"W); thence a line runs N 25° E for 181 meters to a point (4°56'16.56"N-8°16'59.36"W); thence a line runs N 4° E for 164 meters to a point (4°56'21.91"N-8°16'58.96"W); thence a line runs N 16° W for 434 meters to a point (4°56'35.44"N-8°17'02.84"W); thence a line runs N 33° W for 724 meters to a point (4°56'55.14"N-8°17'15.64"W); thence a line runs N 5° E for 152 meters to a point (4°57'00.05"N-8°17'15.20"W); thence a line runs N 28° E for 276 meters to a point (4°57'07.97"N-8°17'11.01"W); thence a line runs N 14° W for 317 meters to a point (4°57'17.97"N-8°17'13.47"W); thence a line runs N 21° W for 215 meters to a point (4°57'24.39"N-8°17'16.02"W); thence a line runs N 41° W for 279 meters to a point (4°57'31.22"N-8°17'22.00"W); thence a line runs N 69° W for 242 meters to a point (4°57'34.03"N-8°17'29.47"W); thence a line runs N 26° W for 280 meters to a point (4°57'42.17"N-8°17'33.33"W); thence a line runs N 61° W for 274 meters to a point (4°57'46.47"N-8°17'41.11"W); thence a line runs N 36° W for 380 meters to a point (4°57'56.46"N-8°17'48.28"W); thence a line runs N 64° W for 658 meters to a point (4°58'05.79"N-8°18'07.50"W); thence a line runs N 26° W for 760 meters to a point (4°58'27.85"N-8°18'18.07"W); thence a line runs N 56° W for 238 meters to a point (4°58'32.15"N-8°18'24.52"W); thence a line runs N 14° W for 321 meters to a point (4°58'42.22"N-8°18'27.08"W); thence a line runs N 11° E for 357 meters to a point (4°58'53.64"N-8°18'24.90"W); thence a line runs N 2° W for 232 meters to a point (4°59'01.20"N-8°18'25.22"W); thence a line runs N 19° W for 412 meters to a point (4°59'13.88"N-8°18'29.54"W); thence a line runs N 37° W for 319 meters to a point (4°59'22.10"N-8°18'35.87"W); thence a line runs Due North for 497 meters to a point (4°59'38.20"N-8°18'35.87"W); thence a line runs N 11° E for 178 meters to a point (4°59'43.91"N-8°18'34.78"W); thence a line runs N 28° W for 114 meters to a point (4°59'47.12"N-8°18'36.47"W); thence a line runs N 88° W for 355 meters to a point (4°59'47.48"N-8°18'48.06"W); thence a line runs N 75° W for 763 meters to a point (4°59'53.88"N-8°19'12.04"W); thence a line runs N 37° W for 236 meters to a point (4°59'59.96"N-8°19'16.69"W); thence a line runs N 35° E for 380 meters to a point (5°00'10.07"N-8°19'09.60"W); thence a line runs N 15° E

for 248 meters to a point (5°00'17.84"N-8°19'07.51"W); thence a line runs N 45° E for 498 meters to a point (5°00'29.30"N-8°18'56.10"W); thence a line runs N 4° E for 118 meters to a point (5°00'33.13"N-8°18'55.82"W); thence a line runs N 22° W for 170 meters to a point (5°00'38.22"N-8°18'57.86"W); thence a line runs N 5° E for 275 meters to a point (5°00'47.08"N-8°18'57.06"W); thence a line runs N 7° W for 389 meters to a point (5°00'59.60"N-8°18'58.53"W); thence a line runs N 31° E for 335 meters to a point (5°01'08.80"N-8°18'52.88"W); thence a line runs N 3° E for 3,646 meters to a point (5°03'06.45"N-8°18'46.90"W); thence a line runs N 40° E for 388 meters to a point (5°03'15.97"N-8°18'38.80"W); thence a line runs S 48° E for 224 meters to a point (5°03'11.21"N-8°18'33.40"W); thence a line runs N 54° E for 329 meters to a point (5°03'17.52"N-8°18'24.79"W); thence a line runs N 10° E for 364 meters to a point (5°03'29.00"N-8°18'22.71"W); thence a line runs N 43° E for 377 meters to a point (5°03'37.69"N-8°18'14.30"W); thence a line runs Due North for 345 meters to a point (5°03'48.87"N-8°18'14.41"W); thence a line runs N 48° E for 301 meters to a point (5°03'55.18"N-8°18'07.25"W); thence a line runs N 8° E for 348 meters to a point (5°04'06.46"N-8°18'05.69"W); thence a line runs N 23° W for 309 meters to a point (5°04'15.56"N-8°18'09.63"W); thence a line runs N 63° E for 564 meters to a point (5°04'23.94"N-8°17'53.34"W); thence a line runs N 76° E for 892 meters to a point (5°04'30.97"N-8°17'25.21"W); thence a line runs N 70° E for 815 meters to a point (5°04'40.02"N-8°17'00.34"W); thence a line runs S 84° E for 136 meters to a point (5°04'39.57"N-8°16'55.99"W); thence a line runs N 4° E for 175 meters to a point (5°04'45.23"N-8°16'55.62"W); thence a line runs N 85° E for 517 meters to a point (5°04'46.73"N-8°16'38.90"W); thence a line runs N 54° E for 575 meters to a point (5°04'57.64"N-8°16'23.87"W); thence a line runs N 24° E for 328 meters to a point (5°05'07.38"N-8°16'19.64"W); thence a line runs N 27° W for 260 meters to a point (5°05'14.80"N-8°16'23.43"W); thence a line runs N 47° E for 561 meters to a point (5°05'27.24"N-8°16'10.13"W); thence a line runs N 77° E for 442 meters to a point (5°05'30.44"N-8°15'56.13"W); thence a line runs N 42° E for 700 meters to a point (5°05'47.09"N-8°15'40.82"W); thence a line runs N 15° E for 866 meters to a point (5°06'14.36"N-8°15'33.69"W); thence a line runs N 26° E for 1,708 meters to a point (5°07'03.84"N-8°15'09.19"W); thence a line runs N 36° E for 453 meters to a point (5°07'15.65"N-8°15'00.45"W); thence a line runs N 24° E for 558 meters to a point (5°07'32.15"N-8°14'53.01"W); thence a line runs N 84° E for 542 meters to a point (5°07'33.87"N-8°14'35.53"W); thence a line runs N 23° E for 168

meters to a point (5°07'38.87"N-8°14'33.40"W); thence a line runs S 78° E for 449 meters to a point (5°07'35.78"N-8°14'19.13"W); thence a line runs N 79° E for 265 meters to a point (5°07'37.48"N-8°14'10.67"W); thence a line runs S 81° E for 365 meters to a point moving away from the Proposed Protected Area boundary line (5°07'35.65"N-8°13'58.94"W); thence a line runs N 54° E for 10,711 meters to a point near the Dweken, Nyonken motor road (5°10'58.47"N-8°09'17.50"W); thence a line runs N 89° E for 7,742 meters to a point across the Grand Cess/Nuch River (5°11'04.09"N-8°05'05.13"W); thence a line runs S 72° E for 14,491 meters to a point near the Si creek (5°08'38.15"N-7°57'40.17"W); thence a line runs S 5° W for 1,133 meters to a point (5°08'01.65"N-7°57'43.20"W); thence a line runs S 61° E for 4,261 meters to a point (5°06'54.14"N-7°55'42.04"W); thence a line runs S 60° W for 6,888 meters to a point (5°05'03.30"N-7°58'56.08"W); thence a line runs S 3° W for 3,711 meters to a point (5°03'03.39"N-7°59'03.22"W); thence a line runs S 87° W for 4,981 meters to a point (5°02'53.52"N-8°01'45.02"W); thence a line runs S 17° W for 2,116 meters to a point crossing the Gi creek and the Gleke, Jarblaken, Dweken, Martuken and Gortorken motor road to a point (5°01'48.29"N-8°02'04.73"W); thence a line runs S 2° W for 5,749 meters to a point (4°58'41.98"N-8°02'11.57"W); thence a line runs S 73° E for 7,021 meters to a point (4°57'33.93"N-7°58'34.47"W); thence a line runs S 18° E for 7,628 meters to a point (4°53'38.44"N-7°57'19.91"W); thence a line runs N 84° E for 2,823 meters to a point (4°53'48.79"N-7°55'48.69"W); thence a line runs S 36° E for 1,386 meters to a point (4°53'12.54"N-7°55'23.29"W); thence a line runs S 10° E for 5,944 meters to a point (4°50'02.66"N-7°54'48.07"W); thence a line runs Due South for 5,137 meters to a point near the Newaken, Bleebo town motor road (4°47'16.36"N-7°54'47.49"W); thence a line runs S 54° W for 9,972 meters to the point of commencement (4°44'08.82"N-7°59'11.21"W), embracing (One Hundred and Nineteen Thousand Three Hundred and Forty Four) 119,344 hectares of forest land and no more.

Liberia's Forestry Development Authority



SECTION 111: PURPOSE

This Social Agreement shall serve as a binding contract between Atlantic Resources and Communities affected by the logging concession FMC "P."

This Social Agreement shall strive to create understanding and a basis for cooperation between Atlantic Resources and the Affected Communities upon whose land the company is logging.

It shall establish the benefits, and protections of the Communities Affected by FMC "P." shall receive from the logging concession. These benefits shall include:

- (a) The cubic meter financial benefits, the Affected Communities are due under FDA regulation 105-07 section 34;
- (b) In-kind benefits, such as jobs, buildings, roads, etc, upon which the Affected Communities and Atlantic Resources agree during the negotiation of this Social Agreement; and
- (c) Protections, such as environmental or livelihood protections for the Affected Communities, upon which the Communities and Atlantic Resource agree during the negotiation of this Social Agreement.

Benefits not included in this Social Agreement but owed to the Affected Communities under the law, such as land rental payments or environmental protections etc, shall continue to be the rights of the affected Communities.

The Social Agreement shall establish a code of conduct that lists additional responsibilities of both Atlantic Resource and the affected Communities.

The Social Agreement shall established obligations the FDA holds to both Atlantic and the Affected Communities.

Section III STATEMENT OF MUTUAL BENEFIT AND INTREST

The Atlantic Resource and Forest Management Contract Area "P" **Community Forestry Development Committees**, strive to engage in a mutually beneficial relationship by agreeing to the terms of this Social Agreement. Working Cooperatively in the ongoing implementation of Social Agreement will allow the Affected Communities and Atlantic Resources to achieve their respective and shared goals.

In consideration of the above premises, the parties hereto agreed as follows.

SECTION IV. DUTIES AND RESPONSIBILITIES OF ATLANTIC RESOURCE LIMITED (HOLDER):

The holder shall identify the representative designated by the company to represent it in negotiating the terms of a Social Agreement. The company representative must include _

- (1) Persons whose names are maintained on the list of names in Atlantic Resource pre-qualification documents; or a person who has documentation to verify both her employment with the company and her power to negotiate on the company's behalf,
- (2) And in the event that this person is unable to negotiate with the effected community, any other person that the company may designate, subject to the requirements of this paragraph.
 - That Atlantic agree to design it logging operations to minimized effects on traditional practices such as taboo day, sacred site, and the range of taboo animals/ plants medicine plants sites, hunting ground, non timber forest products sites,

The Holder shall maintain a list of the Community Representative (CFDC) for its FMC.

The Holder shall address the following issues, rights and responsibilities under this negotiated contract.

- Atlantic agreed to ensure that water collection points are protected and maintained;
- Atlantic agreed that timber operations are timed to minimize disruption to subsistence agricultural activities;
- Atlantic agreed that timber operations respect the existing cash crop;
- Atlantic agree to participate in **Community** development programs (such as human resource development, construction of school, clinic, etc);
- Atlantic agreed to provide transportation during emergency situation and major development activity.
- Atlantic agreed to pay 1.50 USD/ cubic meter to the **Community Forestry Development Committee** apart from the payment of 30% land rental (\$2.50 per hectare) to the **Community** benefit sharing scheme;
- Atlantic agreed not to build company camps near existing towns or affected areas;
- agreed not to harvest palm trees for processing, bridge construction and or export;
- Atlantic agrees to construct Concrete and Iron bridges on primary roads before and during the company's operation.
- Atlantic agrees to respect labor Laws and practices.
- Atlantic agreed to have CFDC representative verify production;
- Atlantic agreed to provide first preference for employment for skill and unskilled employees of the affected communities in Maryland, Grand Kru and River Gee Counties;
- Atlantic agreed to recondition maintain roads adjacent to the contract areas and connect nearby towns;
- Atlantic agreed to make available timber products to the community during community development projects; In addition to the quarterly meetings, Atlantic shall hold emergency meetings with the CFDC's and affected community to discuss any issues affecting the community when the need arises;
- Atlantic agreed to build schools for the education of employee's dependents two years upon operation and based on the Ministry of Education Policy. The school should be built with concrete.

- Atlantic agrees that the community shall use, free of charge, any roads constructed and/ or maintained by Atlantic: provided, however, that such use shall not unduly prejudice nor interfere with either party.
- Atlantic agrees to pay six thousand United States dollars (\$6,000.00) to the community annually for scholarship purposes.

SECTION V. DUTIES AND RESPONSIBILITIES OF AFFECTED COMMUNITIES:

The affected communities shall identify their representatives through the election of their members to a **community forestry development committee**. The affected communities in negotiating the terms of a social agreement Community Forestry Development Committees must abide by the following conditions:

- (a) A CFDC must consist of at least five members who are residents of the community or communities that the committee represents.
- (b) All members of a CFDC must be freely and fairly elected by residents of the community or communities represented by the committee.
- (c) A CFDC must provide a means for all residents that represents, including women and youth, to have their views heard and considered.
Prior to the disbursement of funds, a **Community Forestry Development Committee** must be incorporated under the laws of the Republic.
- (d) The CFDC shall receive 10% of the annual revenue to the communities (area and production base-fees) as compensation and shall be distributed based on position according to Annex 4.
- (e) The CFDC shall ensure that 10% of the area based fees benefit will be paid directly by the National Benefit sharing Trust Board every month but the 10% of the production-base fee compensation shall be received at the end of the year.
- (f) The CFDC and local Authorities shall ensure that no chain sawing and farming are allowed in contract area.

- (g) That CFDC holds monthly meetings with the community members for briefing updated and grievances if necessary.
- (h) The community should respect the CFDC and if any change in the leadership structure, FDA community and other stakeholders must be immediately informed.
- (i) The CFDC shall maintain a list of contract holders' representatives for its FMC.

SECTION VI: CODE OF CONDUCT FOR THE AFFECTED COMMUNITIES

The CFDC has the authority to negotiate this Social Agreement on behalf of the Affected Communities.

The Affected Communities agree to respect the forest contained within FMC "P" by avoiding the establishment of new farms within the high forest or causing fires in the high forest.

The Affected Communities agree to prohibit pit sawing for commercial uses, but Affected Communities may cut trees occasionally for Community development purposes around the towns in the affected community in collaboration with Atlantic Resources.

So long as Atlantic Resource complies with the Affected Communities' Customary laws regarding traditional practices described in this Social Agreement, the Affected Community will not interfere with Atlantic Resource activities.

The must inform Atlantic Resource in advance about traditional activities that may affect Atlantic operation.

- ❖ The Affected Community agrees not to force anybody to join their traditional society, unless that person violates that society law.

V. THE FORESTRY DEVELOPMENT AUTHORITY SHALL:

- A. Ensure that the FMC is authorized so that all terms and conditions of the License are met.
- B. Ensure that the operations of the Holder are in Compliance With FMC.
- C. Distribute Copies of Agreement;
 - Original to FMC Holder,
 - Community Forestry Development Committee (CFDC)
 - The FDA managing Director

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. The Principal Contacts for this agreement are:

1. Atlantic Resource Limited.

Mr. Augustus Abram
FOREST PLANNING MANAGER
Atlantic Resource Limited
Cell # 0886562182
Email.augustus.abram@yahoo.com

2. River Gee Representative
Mr. Johnson D. Waka
Committee Chairman.

3. Hon. Harrison S. Karnwea Sr.
Managing Director
Forestry Development Authority
Cell. 0886513358
Email. hkarnwea@yahoo.com

- B. It is the intention of this agreement that the Atlantic and the Community may modify this agreement by mutual agreement. The FDA will need to attest to its completeness prior to any modifications going into effect.
- C. That Atlantic and the Community will maintain lines of communication regarding operations and specifically provide periodic updates to the chairperson regarding any issues in implementing the social agreement. The update should specifically provide information as to the volume of logs removed to date.
- D. That Atlantic and the Community will hold an annual meeting with representatives of the Community Forest Development Committee, FDA and authorized representatives of the company to discuss the upcoming annual operating plan as well as attempt to resolve any issues identified from the previous operating season.
- E. That Atlantic and the Community may provide support and assistance to each other in seeking grant and alternative funding opportunities via letters of support and work on grant applications.
- F. **REAL PROPERTY IMPROVEMENTS.** Any improvements (facilities, roads, etc.) developed as a result of this agreement and at the direction of either of the Atlantic and the Community, shall thereupon become the responsibility of the affected communities, and shall be subject to the same regulations and administration as other similar improvements of a similar nature. No part of this agreement shall entitle Atlantic to any share or interest in the project other than the right to use and enjoy the same under the existing applicable regulations.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts Atlantic or Affected Communities or FDA from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **DISPUTE RESOLUTION.** In the event of any issue of controversy under this agreement, parties consisting of two (2) members of the CFDC and two (2) from the companies and one person that both parties agreed on will seek to initially resolve their differences with the assistance of those mentioned in Annex 2a. In the event that there are still differences, local government officials (District Commissioner, Paramount Chiefs,

Clan Chief, and Town Chief) should be considered as neutral parties in a third-party mediation process, provided their neutrality is so proven in said conflict. If not resolved by the steps above, any controversy or claim arising out of or relating to this agreement shall be exclusively settled by binding arbitration in accordance with the Commercial Arbitration Rules and judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The laws applicable to the dispute, the Social Agreement and the interpretation thereof are the laws of Liberia. The arbitration shall take place at an acceptable location within the towns represented by the CFDC and the arbitral proceedings will be in English with interpreter provided for local languages.

I. **AUTHORIZED REPRESENTATIVES:** By signing below, the Chairperson of the Community Forest Development Committee certifies that the individuals listed in this document are representatives of the Affected Communities in River Gee County and are authorized to act in their respective areas for matters related to this agreement. Also, by signing below, the assigned representative of Atlantic certifies that this individual is authorized to act in this capacity for matters related to this agreement.

J. **COMMUNITIES BE SUPPORTED TO MONITOR AND EVALUATE THE SA:**

Participatory compliance monitoring of community benefit delivery by title holders and CFDCs; the CFDC to be supported from the Community Fund at the rate of 10% of annual benefit delivery (area and production base fees);

Independent Monitoring by CFDC Expert Advisor under an MOU and on a fee basis supported from the Community Fund of 5% of annual benefit delivery (area and production base fees);

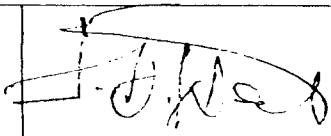
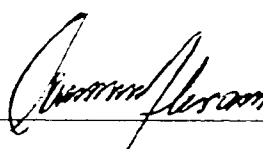
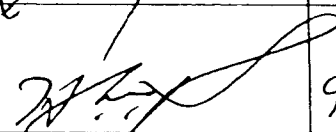
K. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through the duration of a FMC and reviewed every 5 years when the duration is to be extended after which time it will expire.

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

NAME

SIGNATURE

DATE

Mr. Johnson D. Waka Chairperson Community Forest Development Committee		SEPT 11 2015
Mr. Augustus Abram Forest Planning Manager Atlantic Resources Limited		11/09/15
HARRISON S. KARNWEA Sr. Managing Director Forestry Development Authority		9/10/15



SCHEDULE II
CONTACT INFORMATION:
AFFECTED COMMUNITIES OF RIVER GEE COUNTY

NAME	TITLE	Contact
CFDC MEMBERS/PRINCIPAL CONTACTS		
Mr. Johnson D. Waka	Chairman	
Mr. Aloisius N. G. Farley	Co- Chairman	
Mr. Brickson Gballah I	Secretary	
Mr. I. B. Wuo	Treasurer	
Mr. Jerome Glady	Chaplain	
Mr. A. Shelomon Nimely	Member	
Mr. Skillor Swen	Member	
Mr. Oliver Toe	Member	
Mr. Toughabor Tarworlor	Member	
Miss. Comfort Toe	Member	

