LAW OFFFICES OF SAYEH & SAYEH

“BELIEVE”

Corner of U. N. Drive and Randall Streets

(Opposite J-Mart Furniture Store)

Monrovia, Liberia

(0777542854/0886542854/0776518434)

June 2, 2022 E-mail: wloba@yahoo.com/ [wiefuehsayeh@gmail.com](mailto:wiefuehsayeh@gmail.com)

Hon. C. Mike Doryen

**Managing Director**

Forestry Development Authority

Whein Town, Montserrado County

**RE: NOTICE OF ARBITRATION**

Dear Hon. Doryen:

We acknowledged receipt of the **“*NOTICE OF ARBITRATION”***which among other concerns raises issues we believe run contrary to the spirit and intent of the Forest Management Agreement entered and executed between the Beyan-Poye Community Forest Management Body (BCFMB) and AKEWA Group of Companies, AGC. However the case, and consistent with the May 19, 2022 ruling of Her Honor Eva Mappy-Morgan, Chief Judge of the Commercial Court to compel arbitration of the disputed claims of the parties, AKEWA Group of Companies informs your good offices that the following person has been appointed to serve as its designate to the arbitral panel:

Name : Cllr. G. Moses Paegar, Esq.

Address :UNit 9 Amir Building,18th Street,Sinkor, Monrovia Liberia.

Cell # :+231-777-511-760

Email :gmopeagan@yahoo.com

AGC submission to the alleged dispute with Beyan-Poye is to have the Arbitral panel:

1. Declare that the ‘Notice of Arbitration’ dated January 21, 2021, served and received February 2, 2022 be denied, dismissed and stricken from the records of the panel as filed by Beyan-Poye Community Forest Management Body (BCFMB).
2. Declare that Beyan-Poye Community Forest Management Body (BCFMB) be held in gross breach of the agreement between the parties, specifically Clause (s) 2 and 24, and be held liable to AGC for **USD** **1, 405,633.12** (**One Million Four Hundred Five Thousand Six Hundred Thirty-Three United States Dollars, Twelve United States Cents)** in specific damages for the loss incurred and suffered on its investment due to BCFMB’s February 18 –March 6, 2019 riot and disruption action that halted AGC’s operations, contrary to its obligation under the aforesaid clauses, rioted and prevented AGC’s first batch of 39 trucks from taking delivering of its harvested round logs for export and sale.
3. Declare and hold BCFMB for **USD 5,000,000.00** **(Five Million United States Dollars**) in general damages for the emotional distress, trauma, embarrassment, loss of confidence with business partners both locally and internationally, and loss of employees caused;
4. Declare the operations of AGC commenced and continued with in keeping with the agreement as covenant by the parties.
5. Declare the agreement as covenant between the parties to remain and the same be in full force and operational in keeping with clauses 30 and 32.
6. Declare the intervening period the agreement was not made effective and operational incident to BCFMB’s disruption and riot action retroactive, and the same be compensated therefor.

Thanks for your consideration.

Kind regards.

Truly yours,

Augustine W. Williams, Esq.

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Cc: Mr. Jehudi E. Barnyou

CFMB Chief Officer

Beyan-Poye Community Forest

Gibi District, Margibi County

Republic of Liberia

Mrs. Abigail Funke Adebunmi

Chief Executive Officer

AKEWA Group of Companies

Monrovia, Liberia