

**MEMORANDUM OF UNDERSTANDING BETWEEN BEA MOUNTAIN MINING CORPORATION AND THE CITIZENS OF KINGJOR AND LARJOR**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into this 15<sup>th</sup> day of October 2013 by and between **BEA MOUNTAIN MINING CORPORATION**, a company duly incorporated and registered under the laws of the Republic of Liberia, and represented by its General Manager, Debar Allen herein after known as ("**the Company**") and the **THREE HUNDRED TWENTY FIVE AFFECTED CITIZENS OF THE RESETTLEMENT ACTION PLAN (RAP) OF KINGJOR AND LARJOR VILLAGES located in Gola Konneh District, Grand Capemount County**, herein after known as ("**the Community**") and jointly referred to as ("**the Parties**").

**WITNESSETH**

**WHEREAS**, as a result of discussions held by members of the Resettlement Working Group (RWG) concerning the need for the Company to maintain its New Liberty Gold Mines construction schedule, and the expressed interest of the members of the RWG in doing all they can to assist the Company in maintaining this schedule; and

**WHEREAS**, the Community, seeing itself as partners and stakeholders in the Mines Development and as a means of demonstrating its interest in ensuring that the Company maintains the construction schedule (NLGM), voluntarily accepts to be relocated temporarily;

**NOW THEREFORE**, for and in consideration of the premises and covenants, Agreements, representations, warranties and payments hereinafter set out, the Parties hereto covenant and agree as follow:

1. **UNDERTAKINGS OF THE COMMUNITY**

- a. That each individual within the Community consents to and shall fill out and sign a "Consent for Temporary Relocation Form attached to this Memorandum of Understanding which shall set forth the terms and conditions precedent to being temporarily relocated and shall be considered an integral part of this MOU.
- b. That each individual consents to and accepts the standard traditional designs of four rooms and two rooms as created by a joint team of builders from the Community and the Company, and built and seen by the RWG at the Temporary Relocation Site.
- c. That each individual owning structures of two rooms or less, consents to receive the standard traditional two room structure referenced and described in count "b" above; and



those owning structures of three rooms and more agree to receive the standard traditional four (4) room structure referenced and described above.

- d. The Community further agrees to fully relocate following the construction of the Temporary Units and the fulfilment of all of the obligations associated with the Temporary Relocation, by the Company.

## 2. UNDERTAKINGS OF THE COMPANY

- a. The Company reaffirms its fullest commitment to completing the construction of the RAP village as planned, to include but not limited to: the three hundred twenty five homes of two bedrooms, living room, kitchen, wash room; the two hundred and seventy five shops; mosque; church; sports pitch, etc.
- b. The Company consents to and shall construct the standard sized traditional four (4) rooms and standard two (2) rooms structure, each with porch design, built with sticks and mud, as specified in this MOU and further agrees and commits to ensuring that said accommodation be made available no later than 31<sup>st</sup> December 2013.
- c. The Company consents to and shall separate the temporary site from the Agriculture site so as to enable the inhabitants continue with their agricultural activities. Title to the parcel of land on which the Temporary Homes will be built, shall be deeded to the individual inhabitants as is to be done with the Permanent homes in the RAP.
- d. The Company further agrees to provide those Non RAP members of the community that wish to relocate to the designated area within the RAP Village with two (2) bundles of Zinc and the sticks needed for the construction of their home, provided that those members vacate their current homes no later than the time the RAP community members shall have relocated to the Temporary Site.
- e. The Company acknowledges that the Resettlement Action Plan makes provision for resettlement benefits and by this medium, reaffirms its commitment to abide by those provisions with the following modifications:
  1. That fifty per cent (50%) of the amount as recorded in the RAP shall be paid at the time of relocation to the Temporary Site and the balance when the permanent homes are fully completed.
  2. All benefits associated with the relocation of Traditional Shrines and heritage shall be provided at the time of relocation to the Temporary site.





### 3. DURATION

This Memorandum of Understanding shall remain in force until at such time that the purpose for which it is executed is accomplished.

It is further mutually agreed and understood that during the term of this MOU, the Company shall not be liable to make any payment in cash or kind to the Community other than the provision of the Temporary Accommodation, those payments provided for in this Agreement and such humanitarian gestures as the Company may wish to extend to the Community.

### 4. EXCULPATORY PROVISIONS

The parties further understand and agree that the Community is independent and not an employee or agent of the Company. Accordingly, the Parties hereby undertake to indemnify each other against any and all claims emanating from any third-party source occasioned by the other in respect of the period of their stay on the Temporary Location.

### 5. MODIFICATIONS

Modifications of the terms and conditions of this Memorandum of Understanding, including any modification of the scope of Work, in particular, shall only be made by written agreement of the parties.

### 6. GOVERNING LAW

This Memorandum of Understanding shall be governed by Liberian law, both as to its interpretation and implementation. Further, the parties mutually agree that any dispute arising hereunder shall be resolved amicably and if this cannot be accomplished, either party may take recourse to the appropriate judicial forum in Liberia for the enforcement of its rights as herein contained or for the necessary redress as the case may be.

### 7. ENTIRE AGREEMENT

The parties hereby mutually agree to, and understand that this instrument embodies the entire Agreement of the parties in respect of the subject matter hereof, and there are no understanding or other agreements – verbal or otherwise – in relation thereto exists between the parties except as herein expressly set forth.

### 8. BINDING EFFECT

It is further mutually agreed to, and understood by the parties hereto that this MOU shall be binding on the parties hereto for the faithful performance of the covenants and stipulations herein contained and set forth and shall extend to and be binding on their successors-in-business, assigns, representatives as though they were specifically mentioned herein by name.



IN WITNESS WHEREOF the parties hereto executed this Memorandum of Understanding on the 15<sup>th</sup> day of October 2013 in the City of Monrovia, Republic of Liberia and have affixed their signatures hereto:

IN THE PRESENCE OF:

FOR: Bea Mountain Mining Corp.

[Signature]  
Dean of Elders (Kingjor)  
Yamoyi T. Paassewe

[Signature]  
King Bashiru Sambola  
Youth Leader (Kingjor)

[Signature]  
Jenneh Sembola  
Chairlady (Kingjor)

[Signature]  
Lamie Seh  
Town Chief (Kingjor)  
[Signature]

[Signature]  
Momoh Darblo  
Zoe (Kingjor)

[Signature]  
Pastor David Kaku  
Kingjor Church

[Signature]  
Boima J. Gelaforley  
Emmam. Kingjor town

[Signature]  
19/10/13

[Signature]  
Tahai M. Dassen  
Town Chief Larjor

[Signature]  
Satta Sekine  
Chair lady of  
Larjor

BY:

[Signature]  
Debar Allen  
General Manager

FOR: The Community

BY:

[Signature]  
Community Leader