



**PRIVATE USE PERMIT CONTRACT  
BETWEEN THE  
FORESTRY DEVELOPMENT  
AUTHORITY**

**&**

**THE PEOPLE OF  
ZORZOR DISTRICT**

*F.D.A.*

*P.O. Box 10-3010*

*Whein Town, Mount Barclay*

*1000, Monrovia 10 Liberia*

*Thursday, October 6, 2011*

REPUBLIC OF LIBERIA)  
MONTSERRADO COUNTY)

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY  
DEVELOPMENT AUTHORITY AND THE PEOPLE OF ZORZOR DISTRICT,  
LOFA COUNTY, FOR THE HARVESTING OF 139,392 HECTARES OF  
FORESTLAND

THIS CONTRACT made and entered into this 6<sup>th</sup> day of October  
A.D. 2011, by and between the Government of Liberia, through the Forestry  
Development Authority, hereinafter referred to as the Authority, represented by its  
Managing Director, Moses D. Wogbeh Sr., and the People of Zorzor Administrative  
District, Lofa County, hereinafter referred to as Zorzor, represented by the District  
Forest Management Committee by and thru Senior Citizens, Edward Boikai and John  
Beyan, hereinafter collectively the Parties, hereby;

W I T N E S S E T H:

WHEREAS, the Authority is statutorily responsible for the sustainable management and  
use of all categories of forest resources;

WHEREAS, the People of Zorzor are legitimate owners of a tract of forestland of  
139,392 hectares by virtue of inheritance through a legitimate purchase from the  
Republic of Liberia;

WHEREAS, the Zorzor Administrative District encompassing of Buluyearna and  
Zeayearna clans made an application to the Authority on September 5, 2011 on behalf of  
said citizens for the issuance of a Private Use Permit to commercialize their deeded  
forested land as can be seen from copy of said letter hereto attached and marked Exhibit  
"A";

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law  
(NFRL) of 2006, copy of a duly certified Aborigine's Grant Deed issued in 1974 under the  
signature of President William V.S. Tubman, in proof of ownership of the subject tract of  
land is hereto attached and marked Exhibit "B" to form a cogent part of this Permit;

WHEREAS, in further verification of the subject property, the Ministry of Lands, Mines  
& Energy finally gives authentication and verification to the said Zorzor Deed through a  
letter under the signature of Assistant Minister Maxwell C.F. Gwee. Attached also is the  
said verification letter marked Exhibit "C" to form an integral part of this Contract;

WHEREAS, validation of the area in keeping with Section 5.6 (d) (ii) of the NFRL and  
Section 6I of FDA Regulation 102-07 shows that the said tract of land is suitable for  
commercial forestry. Said validation report is hereto attached and marked Exhibit "D" to  
form also an integral part of this contract;

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Moses D. Wogbeh Sr.  
Edward Boikai  
John Beyan  
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**WHEREAS, Zorzor** is desirous of commercializing harvestable tree species on the said tract of 139,392 hectares of land;

**WHEREAS,** the Authority having examined **Zorzor's** application and the requirements of Section 5.6 of the NFRL having been met, declares **Zorzor** qualified for issuance of a Private Use Permit that will allow it enter into contractual agreement with a company or corporation to carry out said commercial activities;

**WHEREAS,** the people above described have given their written consent through a Memorandum of Understanding (MOU) to the South Eastern Timber (SET) for the management and supervision of their forestland as can be seen from copy of said MOU hereto attached and marked Exhibit "E"

**NOW, THEREFORE,** for and in consideration of the mutual promises and agreements herein contained, the parties do hereby agree as follows:

### 1. Definitions

- a. Authority: The Forestry Development Authority (FDA) created by an Act of the Legislature on November 1, 1976.
- b. Annual Operations Plan: the plan that guides the annual operations of the Holder
- c. Chain of Custody: the path of custodianship followed by logs, Timber and wood products through harvesting, transport, interim storage, processing, distribution and export from source of origin in the forest to end use.
- d. Code of Forest Harvesting Practices: a set of standards for environmentally sound forest use prepared by the Authority
- e. Conservation: the sustainable management and protection of forest resources to achieve maximum environmental, social, economic and scientific benefits for present and future generations
- f. Forestry: the science, art and practice of conservation of forest resources
- g. Forest Resources License: any legal instrument pursuant to which the Authority allows a person, subject to specified conditions, to extract forest resources or make other productive and sustainable use of forest land. This includes Forest management Contracts, Timber Sale Contracts, Forest Use Permit and Private Use Permit.
- h. Forestland: a tract of land, including its flora and fauna capable of producing forest resources, or land set aside for the purpose of forestry,

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but not including land in permanent settlements and land that has been in long term use for non-shifting cultivation of crops or raising livestock.

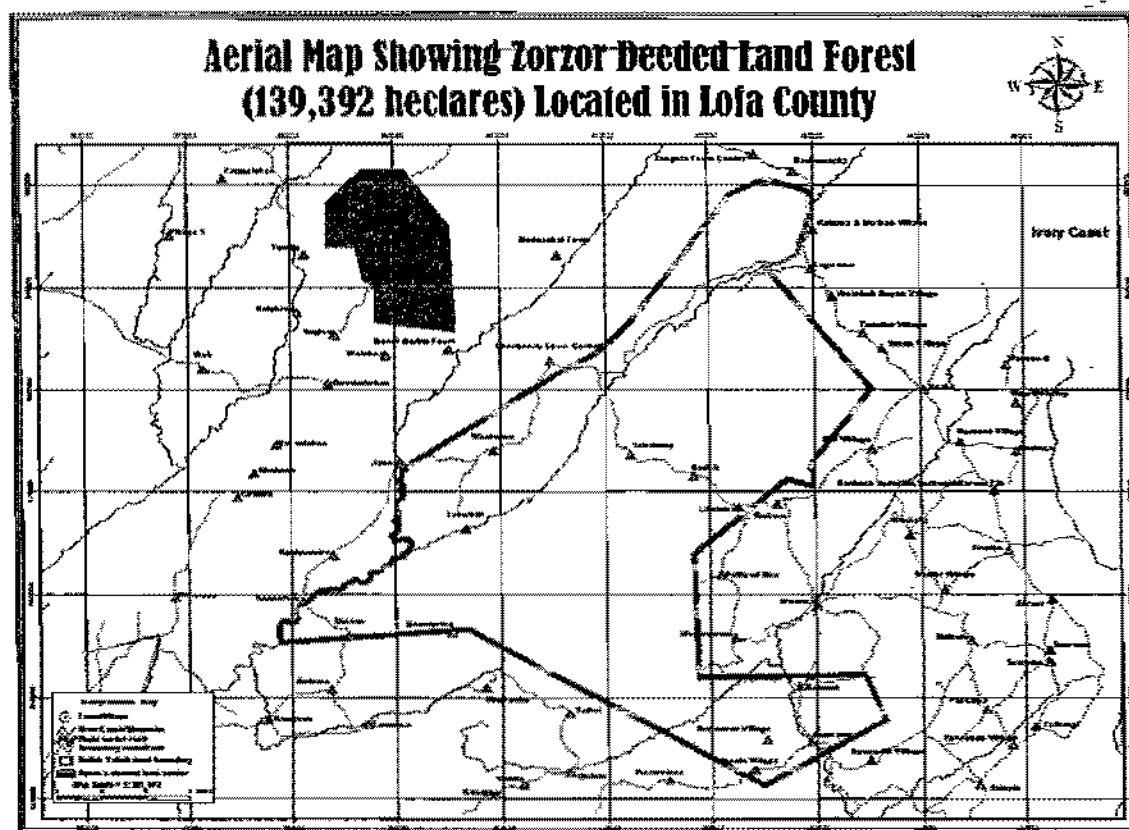
- i. Forest Product: any material or item derived from forest resources.
- j. Forest Management Contract: forestry contract which covers a land area of 50,000 – 400,000 hectares.
- k. Holder: a person who holds a valid forest resources license
- l. Land Owner: a person who owns land by legal title
- m. Operator: a person harvesting or making commercial use of forest resources under a forest resources license, including a person working as an employee, contractor or other agent for a Holder.
- n. Pre-Felling Operations: legal requirements of the Holder before felling of logs. They include posting of required performance bond; preparation of initial annual operations plan and preparation of environmental impact assessment.
- o. Private Use Permit: a forest resource license issued by the Government to allow commercial use of the forest resources on private land.
- p. Public Use Permit: a forest resource license issued to extract forest resource from an area less than 1000 hectares.
- q. Reforestation: the establishment of a tree plantation in a previously forested area that has been affected by cutting, fire, or some other act of tree removal.
- r. Societe Generale de Surveillance (SGS): the institution/company responsible to manage the Chain of Custody System.
- s. Timber Sale Contract: a short term forest resources license issued by the Government for a period of three (3) years that allows a person to harvest timber from a specified tract of forest land.

## 2. Metes and Bounds/Technical Description of Zorzor District Forest Land & Location Map

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Starting from near the villages of Kolah's and Gruma's on the Voinjama highway, thence a line runs N 1° W for 7,844 meters to a point; thence a line runs N 72° W for 13,597 feet to a point; thence a line runs S 65° W for 12,983 feet to a point; thence a line runs S 38° W for 53,516 feet to a point; thence a line runs S 47° W for 13,941 feet to a point; thence a line runs S 63° W for 11,842 feet to a point; thence a line runs S 57° W for 57,000 feet to the point on the Lofa River; thence a line runs along the Lofa River southward for 103,125 feet to a point; thence a line runs N 86° E for 58,632 feet to a point; thence a line runs S 62° E for 105,487 feet to a point; thence a line runs N 60° E for 42,719 feet to a point; thence a line runs N 21° W for 15,635 feet to a point; thence a line runs S 89° W for 51,799 feet to a point; thence a line runs N 2° W for 39,077 feet to a point; thence a line runs N 51° E for 38,213 feet to a point; thence a line runs S 73° E for 8,368 feet to a point; thence a line runs Due North for 4,413 feet to a point; thence a line runs N 45° W for 2,541 feet to a point; thence a line runs N 37° E for 31,957 feet to a point; thence a line runs N 39° W for 51,067 feet to the point on the Lawa River; thence a line runs along the Lawa River northward for 25,068 feet to the point of commencement, containing 344,443 acres of land and NO MORE.

**Map of Zorzor Forestland**



Prepared by the Geographic Information Systems & Remote Sensing Unit of a local Government Laboratory

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 Edward

### 3. Contract Objective

- a. To harvest merchantable tree species from 139,392 hectares of tract of land otherwise called the Zorzor Forest Land
- b. To engage in reforestation of the area involving indigenous species
- c. To create alternative uses of the tract of land after harvesting of trees
- d. To create employment for about 300 locals of the contract area and surrounding towns and villages.

### 4. Contract Duration

The contract shall be for twenty five (25) years, the land area being as an FMC.

### 5. Chain of Custody System

In keeping with Section 13.5 of the National Forestry Reform Law of 2006 and sections (1-35) of FDA Regulation 108-07, the Chain of Custody System will apply during the life and implementation of this contract. The system so established for the tracking of logs, timber and wood products from forest to processing and then to domestic or foreign market shall be managed by Societe Generale de Surveillance (SGS) using SGS/Helveta equipment and software as provided for by section 3.2 (3) of the Chain of Custody System Management Contract of 2007.

### 6. Land Rental & Stumpage Tax

Consistent with Section 5.7(b) of the National Forestry Reform Law of 2006, the Company shall not be charged to pay land rental tax. However, stumpage shall be paid consistent with Section 5.7 (c) of the National Forestry Reform Law and also consistent with Section 22(b) of Regulation 107-07.

### 7. Other Fees & GOL Taxes

All other fees and GOL Taxes levied on the project shall be consistent with the Revenue Law of Liberia and FDA Regulation.

### 8. Pre-felling Date

Before Company is certified for felling, all pre-felling operations including the following must be completed:

- a. Posting US\$50,000.00 performance bond
- b. Submission of initial annual operations plan

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- c. Environmental Impact Assessment
- d. Social Contract

9. **Employment**

Recruitment and employment by the Company shall be consistent with Labor Law of Liberia and International Labor Organization.

**Termination**

This contract shall be terminated if the company upon notice of breach of any term of this Contract fails to remedy said breach within a period of (60) sixty days.

9. **Force Majeure**

In the event of force majeure, which causes either party from meeting its obligations herein stated, the Contract shall be suspended as long as the force majeure continues.

10. **Duty of Care**

The Authority shall ensure that the Company maintains environmental quality of the cutting area and comply with all other conditions consistent with the Liberia Code of Harvesting Practices to include:

- a. Water course protection
- b. Erosion prevention
- c. Prevention of pollution to rivers, streams and other waterways by disposal of wastes
- d. Prevention of fire disaster

The operation shall also be in conformity with international conventions to which Liberia is a party. They include: the Convention on Biodiversity, the International Tropical Timber Agreement, the United Nation Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, the Convention on International Trade In Endangered Species and the RAMSAR Convention on Wetland Management

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*Raymond  
Edward  
M. O.*

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11.

Governing Laws

In effecting this Contract between the Corporation and the Authority, the relevant Laws of Liberia including but not limited to the National Forestry Reform Law and regulation governing Chain of Custody will prevail.

12.

Binding Effect

This Agreement is binding on the parties, their successors-in-office as if they were physically present at execution of this instrument.

In witness whereof, we have affixed our signatures on the day and date first mentioned above.

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*Raymond  
Edwards*  
*AM*

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**FOR THE A**

*Fally*  
Witness

Approved:

*Moses D. Wogbeh, Sr.*  
Moses D. Wogbeh, Sr.  
Managing Director



**FOR THE PEOPLE OF ZORZOR ADMINISTRATIVE DISTRICT**

Edward Boikai  
Edward Boikai  
Elder/Zorzor District

John Beyan  
John Beyan  
Elder/Zorzor District

Approved

*Sizi*  
*W* Florence Chenoweth  
Chairman-FDA Board of Directors



*IK*

*Boikai  
Edward*

*MAW*



## ZORZOR DISTRICT, LOFA COUNTY, LIBERIA

September 1, 2011

Hon. Moses D. Wogbeh, Sr.  
Managing Director  
Forestry Development Authority  
Whein Town, Paynesville City  
Republic of Liberia

Dear Hon. Wogbeh:

We are writing on behalf of the People of Zorzor District for you to issue us a Private Use Permit (PUP) to enable us do logging activities on our private deeded land. Here is our private deed for your review.

We pray and hope our request will be granted.

Sincerely yours,

  
Edward Boikai

CHIEF ELDER ZORZOR DISTRICT

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Exhibit 11

**ATLANTIC RESOURCES LOGGING COMPANY**

TUNCKERS VILLAGE  
ROBERTS ROAD HIGHWAY  
MONROVIA, LIBERIA

September 5, 2011

Hon. Moses D. Wogbeh, Sr.  
Managing Director  
Liberia's Forestry Development Authority  
Whein Town, Mount Barclay  
Monrovia, Liberia

Dear Hon. Director:

We are delighted to inform you that the citizens including the Superintendents, Representatives, and Commissioners of Belle, Gola Konneh, Kulu Shaw, Jaedea, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-Ploe, and Gbarma Districts met in a citizens meeting for the soul purpose of discussing the possibility of granting Atlantic Resources, Forest Venture & South Eastern Timber Company, a registered company operating under the Laws of the Republic of Liberia, the right to sustainably manage and exploit the forest on their deeded land.

Hon. Director, after lengthy deliberations, it was agreed that the above companies be given the right to manage said forest in their beloved Counties. In reaching this conclusion Hon. Wogbeh, we were mindful and also took into consideration that your institution through the Government of Liberia awarded Private Use Permits in various parts of Liberia in line with the New Forestry Law of Liberia.

Against this backdrop Hon. Director, we are submitting a legal documentation, including MOU's, deeds and technical locations of said forest to your good offices for the purposes of issuing our company a *Private Use Permit (PUP)*, in consonance with the New National Forestry Law of 2006 and Community Rights Law.

Thanks in advance for your continued understanding.

Sincerely yours



August Abriham  
Planning Manager  
Atlantic Resources Logging

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August  
Ed. Wogbeh

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REPUBLIC OF LIBERIA

TO ALL WHOM THESE PRESENTS SHALL COME: Whereas it is the true policy of this Government to induce the Aborigines of the Country to adopt civilization and become loyal citizens of the Republic, and whereas one of the best means thereto is to grant land in Fee simple to all those showing themselves fit to be entrusted with the rights and duties

of full citizenship as voters, and whereas the Chief, Elders and Citizens of Zorzor Chiefdom, Western Province has shown themselves to be entrusted with said rights and duties, Now therefore know ye:

That I William V.S. Tubman, President of the Republic of Liberia for and in consideration of the various duties of citizenship hereafter to be legally performed by the said Chief, Elders and Citizens of Zorzor Chiefdom, I the said William V.S. Tubman, President of the Republic of Liberia, for myself and my successors in office have granted and these presents do give, grant and confirm unto the said Chief, Elders and Citizens their heirs, executors, administrators or assigns forever all that piece or parcel of land situated, lying and being Zorzor

Chiefdom, West Province the authentic records of the said Chiefdom the number N/N and bounded and described as follows: Commencing at Kolah and running on magnetic bearing as follows: North 01 degree West 119 chain to a point; thence running North 72 degree West 206 chain to a point; thence running South 65 degree West 197 chain to a point; thence running South 38 degree West 811 chain to a point; thence running South 47 degree West 211 chain to a point; thence running South 63 degree West 180 chain to a point; thence running South 57 degree West 864 chain to a point at the Lofa River; thence running southward along this River 1,563 to a point; thence running North 86 degree East 888 chain to a point; thence running South 62 degree East 1,598 chain to a point; thence running North 60 degree East 647 chain to point; thence running North 21 degree West 237 chain to a point; thence running South 89 degree West 785 chain to a point; thence running North 02 degree West 592 chain to a point; thence running north 51 degree East 579 chain to a point; thence running South 73 East 127 chain to a point; thence running Due North 67 chain to a

*Handwritten signature/initials*

*Handwritten signatures and initials*

point; thence running North 45 degree West 39 chain to a point; thence running North 39 degree West 774 chain to a point; at the Lawa River and thence running northward along the Lawa River 380 chain to the place of commencement and containing

344,443 acres of land and no more. TO HAVE AND TO HOLD the above granted premises together and singular, the buildings, improvements and appurtenances thereof and thereto belonging to the said Chief, Elders and Citizens of the said Chiefdom their heirs,

executors, administrators or assigns forever. And I the said William V.S. Tubman President as aforesaid for myself and my successors in Office do covenant to and with the said Chief, Elders and Citizens their heirs, executors, administrators or assigns that at and until sealing hereof, I the said William V.S.

Tubman President as aforesaid by virtue of my Office had good right and authority to convey the aforesaid premises in fee simple. And I, the said William V.S. Tubman President as aforesaid and my successors in Office will forever warrant and defend the said Chief, Elders and Citizens their heirs, executors or assigns against the lawful claims and demands of all persons to any part of the above granted premises.

IN WITNESS WHEREOF I the said W.V.S.

Tubman President of Liberia have hereto set my hand and caused the

seal of the Republic to be affixed

this 21st. day May A.D. 1950 and of

the Republic the 103 year.

Sgd. William V.S. Tubman

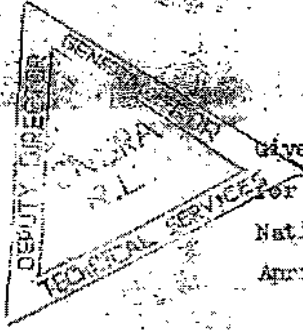
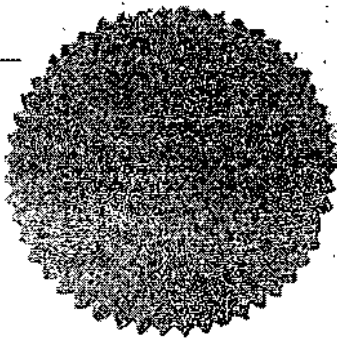
President.

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*Boyer*  
*Edward*  
*HRW*

ENDORSEMENT

ABORINEES GRANT from Republic of Liberia to Chief, Elders and Citizens of Zorzor Chiefdom, Westren Provienc, Lot No. N / N situated in Bofa County, "Let this be Registered" sgd. J. Everett Bull Commissioner of the Monthly and Probate Court, Mo. Co. Probated this 12th day of September A. D. 1951, sgd. A. T. C. Appleton Clerk of the Monthly and Probate Court, Mo. Co. Registered according to law in Vol. 1 pages 210 - 211, sgd. Reuben B. Hogan, Registrar, Mo. Co.



Given under my Hand and Seal of the Center for National Documents and Records Agency/ National Archives, R.L. This 29th day of April A.D. 1998.

*[Handwritten signature]*

Henry D. Carlisle, Sr.  
DEPUTY DIRECTOR GENERAL TECHNICAL SERVICES  
C.N.D.R.A./NATIONAL ARCHIVES, R.L.

Checked by:

*[Handwritten signature]*  
Richard W. Blinn, Jr.  
SENIOR DIRECTOR OF DEEDS AND TITLES  
C.N.D.R.A./NATIONAL ARCHIVES, R.L.



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*[Handwritten initials]*

*[Handwritten signature]*  
Ed. ...



REPUBLIC OF LIBERIA  
MINISTRY OF LANDS, MINES AND ENERGY



P. O. BOX 10-9024  
1000 MONROVIA 10, LIBERIA, WEST AFRICA  
TEL.: (231) 226-858, FAX:(231) 226-281

Monday, October 03, 2011

Hon. Moses D. Wogbeh, Sr.  
**MANAGING DIRECTOR**  
Forestry Development Authority  
Whein Town, Mount Barclay  
Monrovia, Liberia


Dear Hon. Wogbeh:

We write to present our compliments, and acknowledge receipt of your letter dated 26<sup>th</sup> August 2011, Ref. No. FDA/MD/05/62-11, requesting the Ministry of Land, Mines & Energy to review, verify and authenticate deeds pertaining to Kpo, Dugbeh River, Jaedea, Beawor, Zörzor, Voinjama, Seekon, Gboeploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Bellah Yellah, Bopolu and Kongba Districts for which we are pleased to furnish you with our findings.

After plotting, analyzing and verification, it was observed that the documentations submitted to the Ministry were all found correct and the land un-incumbent thus advising the Forestry Development Authority (FDA) to proceed with the granting of the Private Use Permit (PUP) in the interest of the people of the above localities.

This Ministry remains available in these endeavours always.

Truly yours,

  
Maxwell C. F. Gwe  
**ACTING ASSISTANT MINISTER**  
Ministry of Lands, Mines & Energy



REPUBLIC OF LIBERIA

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Edward




# Forestry Development Authority


P.O. Box 10-3010

Elise Saliby's Compound  
Kappa House, Congo Town  
Monrovia, Liberia

## MEMORANDUM

**TO:** Moses D. Wogbeh, Snr.  
*Managing Director*  
*Forestry Development Authority*

**FROM:** Towon Nyenty   
Acting Manager, FDA GIS Labs

**THROUGH:** John D. Kantor, Snr.   
Technical Manager, R&D/FDA

**Subject:** Verification of Bopolu, Kongba, Belle Yelluh, Gola Konneh, Gbarma, Beavor, Voinjama, Zorzor, Seekon, Kulu-Shaw Bade and Marbo forests

**DATE:** October 16, 2009

### Background

Predicated on a communication under the signature of Mr. August Abrihim, Planning Manager, Atlantic Resources Logging Company, requested an authentication of a tribal deeds, diagrams and locations of the above properties situated and lying in Lofa, Gbarpolu, Grand Cape Mount, Grand Gedeh, River Cess and Sinoe Counties. A team of technicians from the FDA was mandated to visit said properties for detail ground truthing, capturing of deed land marks and sightseeing of the area for management's reaction.

In light of the above, thematic maps were prepared for various localities using GIS desk studies and validation concluded by sending two surveyors and two Global Positioning System (GPS) operators, traveled to the land under consideration to conduct a joint ground truthing exercise of the area along with the tribal people and company representative.

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*Edward*  
*MDW*  
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### Field Patrol

During the period 2010-2011, the joint team patrolled a significant portion of the area and gathered detail information relating to ongoing multiple uses of the area, types of vegetation, topology, and livelihood of communities dwellers within the parameters of the forest.

### Findings

Following an intensive tour by the team they observed and authenticated that:

- ✦ New maps and technical descriptions were prepared for Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, Beawor, Zorzor, and Seekon Districts that excluded the Gola National Forest, Alpha Logging and other concessions.
- ✦ Indeed the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, Zorzor deeded land falls directly into proposed Forest Management Contract areas "D and M"
- ✦ Beawor, Kulu Shaw Boe and Boe are un-encumbered but Bade forest is heavily occupied by miners
- ✦ Large portion of the area under investigation consists of primary forest while at least five percent is totally degraded
- ✦ Technically, the description in the Metes & Bounds on all the deeds are correct

### Recommendation

In view of the verification and confirmation of documents for this area by the Forestry Development Authority, we herein recommend that.

- ✦ That the deed be forwarded to the Ministry of Lands, Mines & Surveys for authentication. After authenticating the and found legitimate, the FDA should perform the below activities:
- ✦ As per National Forestry Reform Law (NFRL) of 2006 provision in chapter five section 5.6, we therefore recommend that FDA Management issue a Private Use Permits of the above districts in compliance with all relevant requirements of this section (particularly section 5.6 e ( i,ii,iii) and d (i,ii,iii,iv,v,vi) respectively.
- ✦ Forestry Development Authority requests the companies representing the communities to demarcate their deeded land property boundary lines to avoid possible trespass cases.

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By  
Edward M.D.W.

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# NOTARY CERTIFICATE

Personally Appeared Before Me in My Office within the City  
 of Monrovia, Montserrado County, Republic of Liberia this  
 20<sup>th</sup> day of September, A. D. 2011 duly  
 qualified Notary Public for and in the County of Montserrado and  
 the Republic aforesaid the Parties to the attached documents:-

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE  
 PEOPLE OF BLUYEANMA CLAN, PARTY OF THE SECOND PART  
 AND  
 SOUTHEAST RESOURCES INC., PARTY OF THE SECOND PART

did in my presence and in the presence of each other execute  
 and signed their genuine signatures on the said Instruments (s) to  
 the person (s) they represent and that the same was made in my  
 presence and declared by each of them to be their voluntary acts and  
 in their own hand writing.

Therefore I Mary Mamie Howe, Notary Public aforesaid,  
 have attached my Official Signature Notary Seal to avail when  
 where Necessary.

I have affixed my genuine Signature attesting to  
 this transaction by the power vested in me this  
 20<sup>th</sup> day of September, A. D. 2011

**MARY MAMIE HOWE**  
 JONES & JONES LAW FIRM

## MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is entered into this day of September ..... AD 2011, by and between the people of *Bluyearna...Clan*, Lofa County R.L. herein after referred to as party of the first part and the Southeast Resources Inc. county of Montserrado R.L. herein after referred to as party of the second part.

### WITNESSETH

WHEREAS the people *Bluyearna...Clan*, Lofa County, are owners of a community forest by virtue of a title deed containing ..... hectares ( ..... acres) and no more and;

~~WHEREAS the Southeast Resources Inc., party of the Second part is a logging company registered under the Laws of the Republic of Liberia.~~

NOW THEREFORE THE PARTIES have mutually agreed to be bounded as follows:

1. That the party of the first part, the people of *Bluyearna...Clan* assures the party of the second part, Southeast Resources Inc. that said Forest has no encumbrances; hence the part of the second part is authorized and free to commence its logging operations in said community forest.

2. That the party of the first part shall at all times defend and protect the rights of the part of the second part during its logging operations against all would be encroachers, intruders and/ or trespasser on said property.

3. That the party of the second part, Southeast Resources Inc., shall pay to the party of the first part the people of *Bluyearna...Clan* US\$ 3.00 (Three American Dollar) per cubic meter of log at the end of each monthly production from the Community Forest which amount is to be utilized to implement all deserved projects of the party of the first part.

4. That the party of the second part should at all times assist the party of the First part with vehicle(s) in emergency situations that is; pregnant women and persons in the community who may be in critical conditions from injuries and also to assist in developmental projects undertaken by the party of the first part.

5. That the party of the second part will take initiative to have talks with authorities of the FDA to conduct training for the Community Forest Management Body (CFMB) to enable them understand and play their role as officers and members.

6. That the party of the second part in carrying out its logging operations must respect the rights of the first part in carrying out its traditional practices in conformity with

## MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is entered into this day of September ..... AD 2011, by and between the people of *Bluyama...Glaa*, Lofa County R.L. herein after referred to as party of the first part and the Southeast Resources Inc. county of Montserrado- R.L. herein after referred to as party of the second part.

### WITNESSETH

WHEREAS the people *Bluyama...Glaa*, Lofa County, are owners of a community forest by virtue of a title deed containing ..... hectares ( ..... acres) and no more and;

WHEREAS the Southeast Resources Inc., party of the Second part is a logging company registered under the Laws of the Republic of Liberia.

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4. That the party of the second part should at all times assist the party of the First part with vehicle(s) in emergency situations that is; pregnant women and persons in the community who may be in critical conditions from injuries and also to assist in developmental projects undertaken by the party of the first part.

5. That the party of the second part will take initiative to have talks with authorities of the FDA to conduct training for the Community Forest Management Body (CFMB) to enable them understand and play their role as officers and members.

6. That the party of the second part in carrying out its logging operations must respect the rights of the first part in carrying out its traditional practices in conformity with

applicable customary laws in particular that has to do with animals/ plants, medicinal plant sites, hunting ground and non timber forest products.

7. That the FDA must ensure that the operations of the party of the second part are in compliance with existing forestry laws.

8. That the party of the second part agrees to provide first preference for employment for skilled and unskilled employees of the people of the party of the first party that are willing and able to work.

9. That the party of the second part during its operations must not encroach on existing cash crops or cause destruction to same. And also to help provide School, Clinics, Teachers and Nurses if need be.

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10. That the party of the first part shall hold consultative and emergency meetings with the party of the second part in addition to regular meetings.

11. That the party of the first part shall identify a primary road that will be built by the Party of the second part with concrete bridges and all other connecting major towns and villages will be connected with wooden bridges.

12. That the parties herein agree that this MOU shall be subject to review after every three years (3); And shall run for twenty five years (25) and subject to extension on new terms and conditions.

13. That the party of the first part in carrying out farming activities shall refrain from felling / damaging merchantable species.

14. That in the event of any dispute arising under this agreement the parties shall first seek to resolve their differences with aid of the FDA, and wherein the matter remains undetermined, local government official should be refer to as neutral parties in the third party mediation process. Wherein the above methods can not settle the dispute the parties herein shall result to arbitration in line with the commercial arbitration rules; and judgment rendered by arbitrators may be confirmed by a court of competent jurisdiction.

15. That the terms and conditions herein above mentioned are strictly meant to be the intentions of the parties to this MOU, and any and all other discussions of the parties prior to the execution of this MOU are null and void.

16. That the parties herein, their heirs assign successors in office, administrators/ trix are bounded by this instrument.

IN WITNESS WHEREOF  
WE HAVE AFFIXED OUR  
SIGNATURES ON THE  
DATE FIRST ABOVE WRITTEN

WITNESS (ES)

1 ~~W. W. W.~~  
Jeremiah K. Wabak T.C.  
2 B.K. MAMOCY C.L.

3 ~~W. W. W.~~  
Mubak J. Somo C.L.

4 ~~J. J. J.~~  
Joseph S. M. L. G.T.C.

5 ~~W. W. W.~~  
Yacob Saylee C.L.

1 ~~W. W. W.~~  
Washington Weafah Sr. Y.L.

2 ~~W. W. W.~~  
KRUBO SUMO C.L.

3 ~~W. W. W.~~  
YAKFAZU FEWEE C. E. W.

4 ~~W. W. W.~~  
He C.C.

5 ~~W. W. W.~~  
PARTY OF THE SECOND PART P.C.



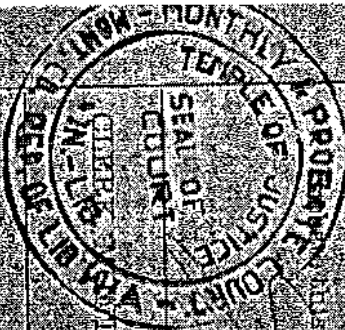
Benjamin Kaffie ~~W. W. W.~~

AUGUSTUS ABRAM ~~W. W. W.~~

PARTY OF THE SECOND PART

ATTESTED BY FDA.....





MEMORANDUM OF DECISION AND FINDINGS AND  
RECOMMENDATIONS OF THE PROBATE COURT  
OF THE COUNTY OF MONTGOMERY  
STATE OF MARYLAND  
IN RE: ESTATE OF [Name]  
SOLICITOR GENERAL [Name]

FILED IN CASE NO. [Number]

COMMISSIONER OF MONTGOMERY CO.

DATE OF [Date]

PROBATE COURT, MONTGOMERY CO.

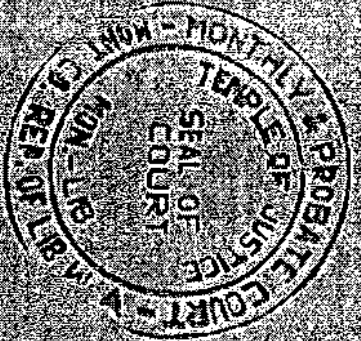
Registered - providing to [Name]

Vol. [Number] Page [Number]

RECEIVED IN THE PROBATE COURT

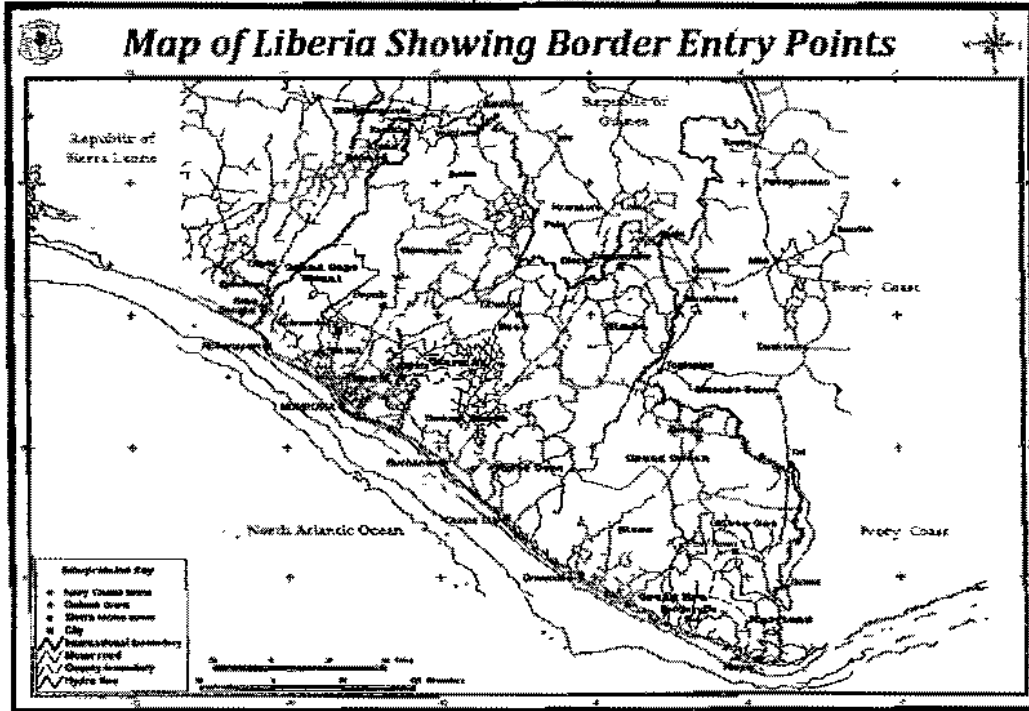
OPERATION FROM [Name]

(Always Make us use of the)  
Montgomery County



NOT

Liberia's Forestry Development Authority



Private Use  
Permit