Private Use Permit Contract
Between The
Forestry Development Authority
&
Bolloh, Dorbor & Fenetoe District, Grand Kru County

F.D.A.
P.O. Box 10-3010
Kappa House, Elise Saliby's Compound
1000, Monrovia 10 Liberia
September 1, 2010
PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF BOLLOH, DORBOR & FENETOE, GRAND KRU COUNTY, FOR THE HARVESTING OF 15,604 HECTARES OF FORESTLAND

THIS CONTRACT made and entered into this [1st] day of August, 2013, A.D. 2013, 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 Bollah, Dorbor & Fenetoe District, Grand Kru County, hereinafter referred to as Bollah represented by Paramount Chief Jeremiah Sackor and Clan Chief Phillip B. Swen, hereinafter collectively the Parties hereby:

WITNESSETH:

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

WHEREAS, the People of Bollah are legitimate owners of a tract of forestland of 38,543 acres/15,604 hectares by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law (NFRL) of 2006, copy of a duly certified Public Land Sale Deed issued in 1953 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 “A” 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 Bollah Deed through a letter under the signature of Assistant Minister George Y. Miller. Attached also is the said verification letter marked Exhibit “B” 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 61 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 “C” to form also an integral part of this contract;

WHEREAS, Bollah is desirous of commercializing harvestable tree species on the said tract of 14,089 hectares of land;
WHEREAS, the Authority having examined Bollo's application and the requirements of Section 5.6 of the NFRI, having been met, declares Bollo qualified for issuance of a Private Use Permit and

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

I. 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, 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.
1. 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 Bollah, Dorbor & Fetetu Forest Land & Map

Starting from a point (4°55'59.85"N-8°17'07.16"W); thence a line runs Due North for 141 meters to a point; thence a line runs N 38° E for 266 meters to a point; thence a line runs N 25° E for 181 meters to a point; thence a line runs N 4° E for 164 meters to a point; thence a line runs N 16° W for 434 meters to a point; thence a line runs N 33° W for 724 meters to a point; thence a line runs N 5° E for 152 meters to a point; thence a line runs N 28° E for 276 meters to a point; thence a line runs N 14° W for 317 meters to a point; thence a line runs N 21° W for 215 meters to a point; thence a line runs N 41° W for 279 meters to a point; thence a line runs N 69° W for 242 meters to a point; thence a line runs N 26° W for 280 meters to a point; thence a line runs N 61° W for 274 meters to a point; thence a line runs N 36° W for 380 meters to a point; thence a line runs N 64° W for 658 meters to a point; thence a line runs N 26° W for 760 meters to a point; thence a line runs N 56° W for 238 meters to a point; thence a line runs N 14° W for 321 meters to a point; thence a line runs N 11° E for 357 meters to a point; thence a line runs N 2° W for 232
meters to a point; thence a line runs N 19° W for 412 meters to a point; thence a line runs N 37° W for 319 meters to a point; thence a line runs Due North for 497 meters to a point; thence a line runs N 11° E for 178 meters to a point; thence a line runs N 28° W for 114 meters to a point; thence a line runs N 88° W for 355 meters to a point; thence a line runs N 75° W for 763 meters to a point; thence a line runs N 37° W for 236 meters to a point; thence a line runs N 35° E for 380 meters to a point; thence a line runs N 15° E for 248 meters to a point; thence a line runs N 45° E for 498 meters to a point; thence a line runs N 4° E for 118 meters to a point; thence a line runs N 22° W for 170 meters to a point; thence a line runs N 30° W for 170 meters to a point; thence a line runs N 30° W for 3,646 meters to the point on the county border/Sinoe River; thence a line runs along said border/Sinoe River southward for 16,689 meters to a point; thence a line runs S 2° W for 6,937 meters to a point; thence a line runs N 84° E for 16,592 meters to the point of COMMENCEMENT, embracing 38,543 acres of land and no more.

Map of Bolloh, Dorbor & Fenetoe Forestland
3. Contract Objective

a. To harvest merchantable tree species from 15,604 hectares of tract of land otherwise called the Bollo 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 250 locals of the contract area and surrounding towns and villages.

4. Contract Duration

The contract shall be for nine (9) years.

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/Helevta 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
c. Environmental Impact Assessment

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.

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.

FOR THE AUTHORITY

[Signature]
Witness

[Signature]
Approved
Moses D. Wogbeh, Sr.
Managing Director

FOR THE PEOPLE OF BOLLON, DORBOR & FENETOBO DISTRICT

[Signature]
D. Siaumii Blamah
Pantonum Jeremiah Sackor

[Signature]
Daniel Y. Boegra
Clan Chief Philip B. Swen

[Signature]
Theborne A. Quinh
Witness

[Signature]
Approved
Florence Chenoweth
Florence Chenoweth
Chairman-FDA Board of Directors

[Signature]

THIS IS TO CERTIFY THAT the within document is a true and correct copy of an ABOINDINEE DEED from the Republic of Liberia to E. Miller a. Citizen of said District as recorded Vol. 8 pages 448-449 of the records of Maryland Co. filed in the Archives of the Ministry of Foreign Affairs.

GIVEN UNDER MY HAND and Seal of the Ministry of Foreign Affairs this 12th Day of May 4, 1945 and of the Republic the One Hundred and Twenty-Eighth

C. Cecil Dennis, Jr.
MINISTER OF FOREIGN AFFAIRS.

CHECKED BY:

D. F. IRECTOR OF ARCHIVES.
REPUBLIC OF LIBERIA

KNOW ALL MEN,

THAT in the true policy of this Government to induce the Aborigines of the Country to a Civilization and to become loyal citizens of this area, one of the best means thereto is to grant title to all those showing themselves fit to be he rights and duties of full citizenship as voters and whereas it is fit and proper that I Willis, J.S. Tubman President of the Republic of Liberia and heretofore in office have granted, and by these presents I do give, grant and confirm unto the said Chief, Elders and Citizens of Bollon, Borbor and Penco District, their heirs, executors, administrators forever all that piece or parcel of land situated, lying and being in Bollon, Borbor and Penco District, county in Maryland County and being in the authentic records of said county the number N 1/2 and bounded and described as follows: Commencing from the Northwesterly angle of the parcel and.

then due N 1-7 chains to a point; thence N 33 degrees E 13.22 chains to a point; thence N 25 degrees E 9 chains to a point; thence N 22 degrees W 8.22 chains to a point; thence N 16 degrees W 22 chains to a point; thence N 11 degrees W 35.4 chains to a point; thence N 14 degrees E 16 chains to a point; thence N 14 degrees W 16 chains to a point; thence N 41 degrees W 14 chains to a point; thence N 66 degrees W 43 chains to a point; thence S 44 degrees W 23 chains to a point; thence N 52 degrees E 11 chains to a point.
E. 26.00 chains, thence N. 56 degrees W.
12 chains, thence N. 14 degrees W. 15 chains to a
point; thence N. 11 degrees E. 18 chains to a point; thence N.
2 degrees W. 2 chains to a point; thence N. 19 degrees W. 21
chains to a point; thence N. 37 degrees W. 16 chains to a point;
thence due E. 25 chains to a point; thence N. 11 degrees E.
9 chains to a point; thence N. 38 degrees W. 17.7 chains to a
defense. thence N. 75 degrees W. 10 chains to a point; thence N. 37 degrees W. 18 chains to a
defense. thence N. 45 degrees E. 25 chains to a point;
thence N. 4 degrees E. 6 chains to a point; thence N.
22 degrees. 2 chains to a point; thence N. 5 degrees E. 16 chains
to a point; thence N. 2 degrees E. 20 chains to a point; thence
N. 11 degrees to the Territory border/Sinew River; thence
E. 00025 chain to the point of commencement and containing 38,543.
acre of land to the premises to her with all and singular the buildings, improvements
and appurts and therein belonging to the said Chief, Elders,
and Citizens of said District and their heirs, executors,
inventories or assigns forever. And I the said William
Thobman my successors and assigns forever.

V.S. Thobman
Office in the District of said District that at any
place it may be precint to him and that the said Chief, Elders and Citizens
at their heirs, executors, administrators or assigns
...
Elders, or assigns, against any person or persons claiming any part of the above-granted premises.

IN WITNESS WHEREOF I, William V.S. Tubman, President of Liberia, have hereunto set my hand and caused the seal of the Republic to be affixed this 20th day of September A.D. 1953 and of the Republic the 106 year.

ENDORSEMENT

ABORIGINES! and from Republic of Liberia to Chief, Elders and Citizens of
situated in the
judicial Circ A.D. 1953, as

Co. Registered according to law in Vol. 6, pages

E.J. Hutchins, Clerk of the Monthly and Probate Court, Maryland Co.

B.D. 1953, 4th

probated this 30th day of Sept.

Judge of the Circuit Court, 4th

Coast Territory, Maryland Co., "Let this be Registered"

E.D. 1953, 4th
MEMORANDUM

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

FROM: John D. Kantor, Snr.
Technical Manager/R&D
& Augustine B.M. Johnson
GIS & Remote Sensing Expert

Subject: Authentication & Verification of Deeded Land Properties in
Southeastern Liberia Pertaining to: Trenbo, Upper & Lower Jloh,
Bolloh Forests (Grand Kru County), Karlaway #1 & 2, Barrobo Forests
(Maryland County), Nyenebo, Taobo, & Tiempo Forests (River Gee
County)

DATE: April 5, 2010

Background

Predicated on a written communication dated February 7, 2010 from the Management of
Atlantic Resources, Ltd., under the signature of Mr. Augustus Abrum, General Manager
of A.R.L. requesting the Forestry Development Authority to authenticate, verify and
issue Private Use Permit (PUP) for seven (7) different community forests in
Southeastern Liberia. A team of technicians from the FDA, blended with the Regional
Staff was mandated by former Managing Director John T. Woods to visit those areas for
detail ground truthing and authentication of the area for Management’s reaction.

In light of this, the Technical Manager of Scientific Research & Development, the
Manager of Geographic Information Systems & Remote Sensing, and the Regional
Forester for Region #4, accompanied with the Management Officer, Extension
Community Officer, Concession Preparation Officer, Contract Administrator, Inspection
Forester, and the Community Engagement Ranger traveled to the land under
consideration to conduct a joint ground truthing exercise of the area.
**Field Patrol**

During the period March 12-29, 2010, the joint team patrolled a significant portion of the area and gathered detail information relating to on going multiple uses of the area, types of vegetation and livelihood of community dwellers within the parameters of the forests. The Technical Manager for Scientific Research & Development & the Manager of GIS & Remote Sensing handled all Technical issues relating to the deed location, boundaries and commencement/starting points.

On March 13, 2010, various working groups were formed by FDA staff on how to conduct an on the spot authentication and validation process amongst stakeholders and land owners. County officials were brief by Regional Forester Philip Joekolo on the objective, scope and limitation of the exercise. Three (3) thematic working groups were formed.

For group #1, headed by Alexander Akoi, he made stop in Fish Town, River Gee County late in the afternoon and presented a communication to the Acting Superintendent Hon. Youa Wessch and explained to him the mission. Superintendent Wessch whole heartedly welcomed the group and told them to proceed to Webbo District to meet with the District statutory Superintendent; Hon. Samuel Bolhen who will assist the team in conducting these exercises.

In Konowroken City, the meeting was held at the City Major’s premises with the City Major Hon. Wilfred G.N. Davis, the Statutory Superintendent Hon. Samuel Bolhen, Paramount chief of Tuobo Chiefdom, Hon. Moses Dargbah, and several town chiefs, elders, youth leaders, woman leaders attended these meetings in providing historical facts about their forests location and deed diagrams.

Group # 2 & 3 conducted similar exercises and were impressed with the warmed reception received from all known settlements and satellite communities living within and out of the deeded polygons in Maryland County (Barrobo District, Pleebo/Sodeken and Lower Kru Coast Districts).

On Wednesday March 17, 2010, the team held meeting with the people of Barrobo Statutory District in Globaken City, informing them about Atlantic Resource Logging Company/FMC Area “P” operation that is to start or take place in their areas and expressed interest in their community forests. The citizen expressed their cooperation and willingness through Superintendent Nathaniel Nagbe to work with Atlantic Logging in obtaining the community forests.

In Grand Kru County, Barelayville City, FDA staff met with a cross section of the citizen including Hon. Cletus Segbe Wotorson, Senator Blamoh Nelson, Representative Gbenimah Skopadoe, I. of District # 1 and Representative George Wesseh Blamoh of District # 2. They provided valuable services and information to FDA’s GIS & Remote Sensing Laboratory in the authentication and legitimacy of all deeds submitted by the County caucus.
Findings

Following an intensive tour by the three (3) teams we observed and authenticated that:

- Indeed the Nyenebo/Tuobo, Karluway #1 and #2 deeded land does not overlap with any of the designated land use proposed by the FDA.
- The Trenbo land deed which is located in Grand Kru County shares common border with Atlantic Resources Ltd. Logging Company boundary line.
- The Upper and Lower Jloh deeded land shares common border with the University of Liberia Forest in Grand Kru County and directly falls within the Grand Kru Proposed Protected Area.
- The Bollah Land deed in Grand Kru County shares common border with the Atlantic Resources Ltd. Logging Company and the University of Liberia boundary lines; also the Bollah deeded land falls directly within the Grand Kru Proposed Protected Area.
- The Telenbo land deed in River Gee County doesn’t share any common boundary with the University of Liberia forest and the Atlantic Resources Logging Company but rather falls within the designated Proposed Protected Area.
- Large portion of all the areas as described in the deeds consists of primary forests and species except those areas near the Dubo River, Jeda River, Sinoe Creek, Munu Creek and the Si Creek consists of mangrove swamps.
- The area is the home of some protected wildlife animals species.
- Large portion of all the areas are suitable for harvesting (commercial logging).
- Topographically, the entire land mass of deeds submitted to FDA is relatively flat with more water ways.
- The areas are truly located in Southeastern Liberia.
- Technically, the Metes & Bounds of all deeds are correct.
- Total land area of Tribal Deed submitted to FDA is 320,428 acres or 129,675 hectares.

Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing (March 12-29), we herein recommend that:

- That the deed be forwarded to the Ministry of Lands, Mines & Surveys, especially the Director of Cartography for authentication. After authenticating the deed 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 Permit for separate Tribal Land totaling **320,428 acres or 129,675 hectares** to the people of Southeastern Liberia in compliance with all relevant requirements of this section (particularly section 5.6 c (i,ii,iii) and d (i,ii,iii,iv,v,vi) respectively.
That a compromise of Tiempo, Bolloh, Upper & Lower Jloh deeded land which falls directly within the Grand Kru Proposed Protected area be reached to avoid problems.

TEAM MEMBERS

1. John D. Kantor, Snr.
   Technical Manager, Research & Development/FDA

2. Augustine B.M. Johnson:
   GIS & Remote Sensing Expert/FDA

3. Philip K. Jockolo:
   Regional Forester, Region #4/FDA

4. Alexander D. Akoi:
   Management Officer, Region #4/FDA

5. Solomon Konyon:
   Extension Community Officer, Region #4/FDA

6. Emmannuel S. Nmah
   Contract Administrator, Harper City, Region #4/FDA

7. William Glay
   Inspection Forester, Region #4/FDA

8. Francis Togba
   Concession Preparation Officer, Region #4/FDA

9. Koffa Wiah
   Community Engagement Ranger, Region #4/FDA

Below is an attached Investigative Maps of all land deeds submitted to FDA.

Cc
DMDA
Law Office
Commercial Department
File