

Private Use Permit Contract

Between The
Forestry Development
Authority

&

*The People of Dor-zohn Community
District # 3A, Grand Bassa County*

F.D.A

P.O. Box 10-3010

Whein Town, Mt. Barclay
1000 Monrovia, 10 Liberia

November, 2011





REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF DOR-ZOHN, DISTRICT #3A, FOR THE HARVESTING OF **1,188 HECTARES** OF FORESTLAND LOCATED IN DISTRICT #3A, GRAND BASSA COUNTY, REPUBLIC OF LIBERIA

THIS CONTRACT made and entered into this 11th day of November 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 Dor-Zohn, District #3A, Grand Bassa County, hereinafter referred to as **Dor-zohn represented by GRAND BASSA LOGGING INC** by and thru **Lou Morgan**, hereinafter collectively referred to as 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 Citizens of Dor-Zohn, District #3A, Grand Bassa County, above described, are legitimate and bonafide owners of an aggregated land mass of 2,936 acres/**1,188 hectares** of forested land by virtue of possession through a legitimate grant by a Deeded Land;

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law (NFRL) of 2006, copy of said **Land Deeds under the signatures of the Land Surveyor & Land Commissioner of Grand Bassa County, dated July 14, A.D. 2011** in proof of ownership of the subject aggregated tract of land is hereto attached and marked Exhibit "A" in bulk to form a cogent part of this contract;

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

WHEREAS, citizens including elders and youths of the above named District #3A, have given their **written consent to the appointment and selection of GRAND BASSA LOGGING INC.** by and thru Lou Morgan for the sustainable management of their forest resources. The said Instruments of Authorization in favor of GRAND BASSA LOGGING INC. from the citizens of District #3A, and a Petition and Forest Utilization Agreement are hereto attached and marked Exhibit "C" and "D" respectively to form an integral part of this Permit.

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 un-encumbered and does not overlap with any forestry designated land use. Said validation report is hereto attached and marked Exhibit "E" forming also an integral part of this contract;

WHEREAS, **Dor-zohn** is desirous of commercializing harvestable tree species on the said accumulative tract of 2,936 acres/1,188 hectares of land;

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

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,

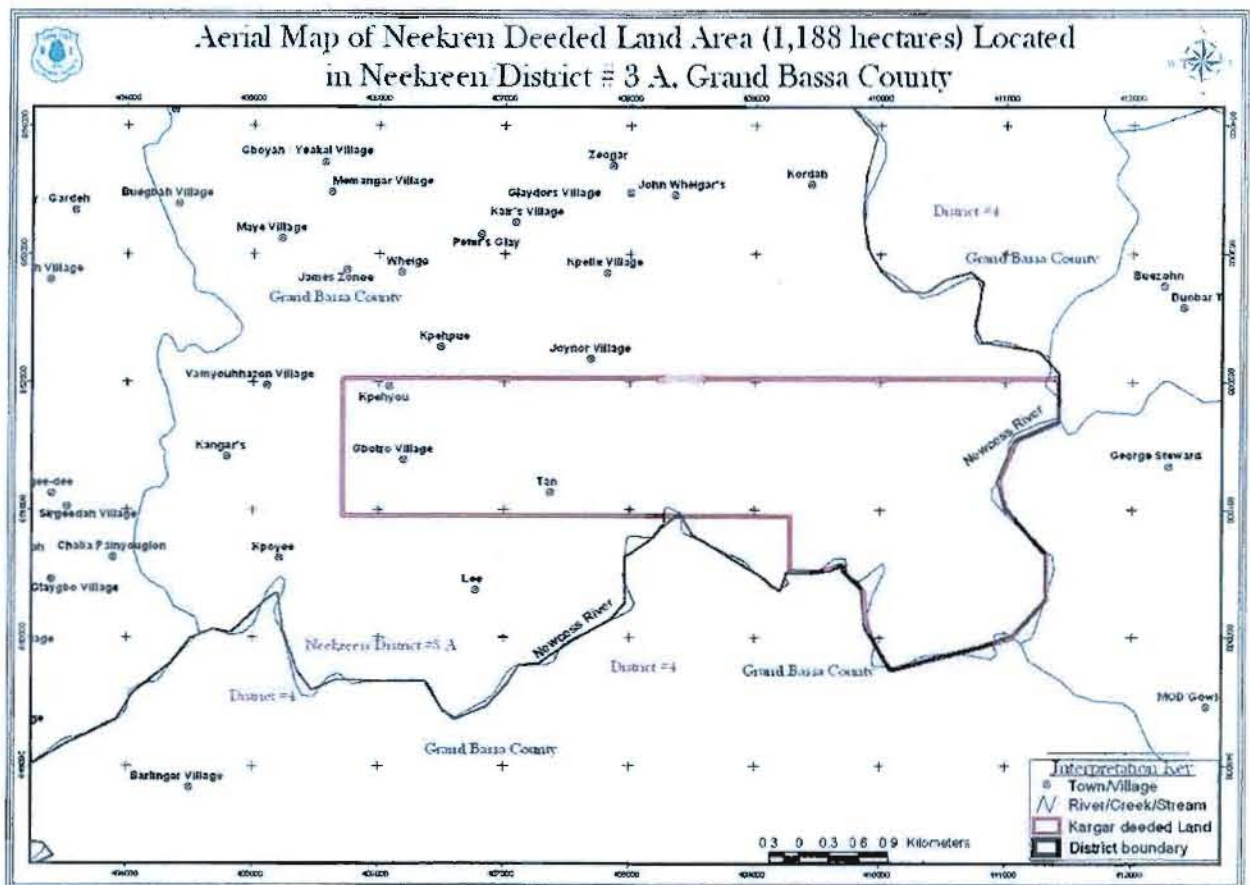
but not including land in permanent settlements and land that has been in long term use for non-shifting cultivation of crops or raising livestock.

- 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 Dor-zohn Forest Land & Map

Commencing at Kpeyou Town (UTM 29N 405376-652035) a line runs N 82° W for 460 meters to a point; thence a line runs Due-South for 1,370 meters to a point; thence a line runs Due-East for 4,470 meters to a point; thence a line runs Due-South for 570 meters to a point on the Newcess River; thence a line runs along said river Northward for 6,130 meters to a point; thence a line runs Due-West for 7,170 meters to the point of commencement embracing a total area of **1,188 hectares**.

3. Map of Dor-zohn Forestland



4. **Contract Objective**

- a. To harvest merchantable tree species from 1,188 hectares of tract of land otherwise called the Dor-zohn 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 50 locals of the contract area and surrounding towns and villages.

5. **Contract Duration**

The contract shall be for two years (2) years.

6. **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.

7. **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.

8. **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.

9. **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
- d. Social Agreement

10. **Employment**

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

11. **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.

12. **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.

13. **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

14.

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.

15.

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

Fally
Witness

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

FOR THE CITIZENS OF DISTRICT # 3A

[Signature]
Witness

Lou Morgan
Lou Morgan

Approved *Florence A. Chenoweth*
Florence Chenoweth
Chairman-FDA Board of Directors



June 25, 2011

Mr. Moses Wogbeh
Managing Director
Forest Development Authority
Republic of Liberia

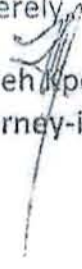
Dear Mr. Wogbeh,

As Legal Administrator of the Interstate estate of the Late Chief Jaynor and his people of Dor-zohn District #3A, Grand Bassa County, Republic of Liberia, I am writing to apply for a private use permit (PUP) for the purpose of sustainably harvesting a tract of land that belongs to our family. Please find attached, a copy of our deed for your perusal.

Should you have any queries, please do not hesitate to contact me @ 06-510-681.

Kind regards and best wishes.

Sincerely,


Mydeh Pogba
Attorney-in-Fact

REPUBLIC OF LIBERIA]
GRAND BASSA COUNTY]

FOREST MANAGEMENT AGREEMENT

THIS FOREST MANAGEMENT AGREEMENT is made and entered into this 21st day of June, A.D. 2011, by and between Grand Bassa Logging Company, represented by its Chief Executive Office, Mr. Lou Morgan, of the City of Buchanan, County of Grand Bassa, Republic of Liberia, hereinafter known and referred to as "FIRST PARTY", and Interstate estate of the Late Chief Jaynor and his people of Dor-zohn District #3A, Grand Bassa County, represented by their Legal Administrator Mr. Mydeh Kpogba, also of the City of Buchanan, County and Republic aforesaid, hereinafter known and referred to as "SECOND PARTY", hereby:

WITNESSETH

WHEREAS, Second Party represents to First Party that it is the owner of 1,188 hectares of land, located in Dorzohn Township, Neekree District Number 3A, Grand Bassa County, Republic of Liberia.

WHEREAS, First Party has expressed to Second Party its intention to collaborate and cooperate with Second Party in the utilization of a certain portion of the 1,188 hectares of land, which contains logs for extraction purposes.


NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That for and in consideration of the royalty fees and other monies to be paid unto Second Party and the operation, management and maintenance of the forest portion of the said 1,188 hectares of land by the First Party, in felling and extraction of logs, the Second Party hereby grant, demise and turn over to First Party of the aforesaid forest portion of the 1,188 hectares of land, with full powers to manage, operate and conduct logging operations within the confine of said portion of the forest land.
2. TO HAVE AND TO HOLD the above demised premises unto the First Party, for 2 calendar years certain and 1 year option, commencing from the 1st day of November, A.D. 2011, up to and including the 31st day of October, A.D. 2013; yielding and paying therefore unto Second Party, royalties for logs felled from the said demised property, as follows:
 - a) Export fees: US\$0.75 per cubic meter payable per shipment of logs
 - b) Land rental fee: US\$ 1.50 per hectares - Initial payment of the land rental shall be made upon the first shipment of logs.
3. All forest related taxes will be paid by First Party.
4. First Party herein covenants with and agrees to operate, manage, maintain and conduct logging operations as an independent contractor and hereby expressly undertake to:

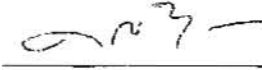
- Manage a portion of the forest concentration area of the 1,188 acres of land for the extraction, sale and export of logs found economical for the venture.
 - Provide all necessary equipment for the management and operation of the logging business in keeping with reasonable prudent and accepted practices of logging companies.
5. The Second Party shall install at its own cost or expense, a representative at First Party operation site, who shall obtain and furnish all necessary financial information to Second Party with regards to the day to day activities. The right of the Second Party to install a representative shall not be interpreted to include the right to interfere in any way in the day to day operation of First Party.
 6. The parties hereto agree that First Party shall build and rehabilitate roads, bridges and shall assist to provide materials for construction.
 7. It is further mutually understood and agreed that citizens of Second Party shall be given first preference for employment, either skilled or unskilled, and shall also be given first preference for job training, if any.
 8. The parties hereto agree that any dispute, misunderstanding or misinterpretation arising from the operation and execution of this contract shall first be submitted to Forestry Development Authority of Liberia for settlement; and in the event the matter is not satisfactorily resolved, either Party being dissatisfied may proceed to appeal to a court of competent jurisdiction within the Republic of Liberia.
 9. This Agreement constitutes all agreements of, and representation made by the parties, and there are no oral or other written agreements and representations between the parties with respect to said agreement. Provided, however, that were any such agreement or representation to exist, this instrument shall have an override effect.
 10. The benefits and obligations of this agreement shall respectively inure and be binding upon the parties hereto, their legal representatives, assigns, and successors-in-business as if they were specifically mentioned by name.

IN WITNESS WHEREOF, the parties hereto have unto subscribed their names, set their names and affixed their signatures on this instrument on the day and year first above written.

IN THE PRESENCE OF:



D. SANTO FREEMAN



Lou Morgan/FIRST PARTY



~~Mydeh Kpogba~~
Mydeh Kpogba

~~Mydeh Kpogba~~
Mydeh Kpogba/SECOND PARTY

Republic of Liberia
Montserrado County



Office of the Notary Public
Monrovia, Liberia

NOTARY CERTIFICATE

Personally Appeared Before Me in My Office within the City
of Monrovia, Montserrado County, Republic of Liberia this
4th day of April, A. D. 2007 duly
qualified Notary Public for and in the County of Montserrado and
in the Republic aforesaid the Parties to the attached documents:-

LIMITED POWER OF ATTORNEY
- EXECUTED BY

THE HEIRS, ADMINISTRATORS AND ELDERS OF THE
INTESTATE ESTATE OF THE LATE CHIEF JAYNOR AND
HIS PEOPLE OF DORZOHN DISTRICT #3A, GRAND
BASSA COUNTY IN FAVOUR OF MR. MYDEH KPOGBA

and did in my presence and in the presence of each other execute
and signed their genuine signatures on the said Instruments(x) to
be the person(x) 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 writings.

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

I have affixed my genuine Signature attesting to
this transaction by the power vested in me this
4th day of April, A. D. 2007


MARY MAMIE HOWE

NOTARY PUBLIC, MONTSERRADO COUNTY, R.L.
\$2.50 REVENUE STAMPS AFFIXED ON THE ORIGINAL



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That we, WE THE HEIRS, ADMINISTRATORS, AND ELDERS OF THE INTESTATE ESTATE OF THE LATE CHIEF JAYNOR AND HIS PEOPLE OF DOR-ZOHN DISTRICT # 3A, GRAND BASSA COUNTY the undersigned, being of sound mind, do hereby make, nominate, constitute and appoint and by these presents have hereby made, nominated, constituted and appointed Mr. Mydeh Kpogba of the City of Monrovia, Republic of Liberia as my true and lawful ATTORNEY-IN-FACT for and in our name, place and stead, to do the following:

1. The authority to operate, manage and engage into a Management Contract for a 300 acre of forest land forming part of the Dor-Zohn Forest in District #3A, Grand Bassa County, Liberia belonging to the late Chief Jaynor and his people.
2. Said 300 acre of land is bounded and described as follows: "Commencing from a large tree; thence S. 210 chains thence East 66.2/3 chains, to unsurveying land thence along said land 210 chains N.; thence East 66 2/3 chains to the place of commencement sarue to contain 300 acres of land and no more".
3. To enter into Lease Agreements, Management Contracts for the said land described above and that said contracts/agreements should take into account the interests of the heirs of the late Chief Jaynor and his people.
4. That our said Attorney-In-Fact is not to sell any portion of the above described land.

AND GENERALLY, to act in all respect, using his best judgment and to do anything that we could do, as if we were present, physically and thus acting and we hereby ratify and confirm everything which the said Mr. Mydeh Kpogba, our Attorney-In-Fact, will do or purport to do by virtue of these presents.

THIS POWER OF ATTORNEY shall remain binding and in full force, virtue and effect to all intents and purposes, until revoked in a written notice issued by us.

IN WITNESS WHEREOF, we have hereunto set our Hand and affixed our signatures this 4th day of April, A. D. 2007.

IN THE PRESENCE OF:

Sudore

Samuel G. Jaynor
Samuel Jaynor..... Administrator

D.B. Wilcox

JAMES
James Jaynor..... Heir

Eddie Wheigat

Zeon Nyannakpe
Zeon Nyannakpe.....Senior Elder

Moses te. G...

Jehor Menta

SOE

Moses Pargou

Wraygboe Joshua Elder

Jana M. El

Samuel Kwengar Elder

Davis Whengar

Teah Saykpa Council Chief

[Signature]

Morris Mome Clan Chief

\$5.00 Revenue Stamps Affixed on the Original.
NOTARY CERTIFICATE ATTACHED.



LIMITED POWER OF ATTORNEY
EXECUTED BY
THE HEIRS, ADMINISTRATORS AND ELDERS OF
THE INTESTATE ESTATE OF THE LATE CHEIF
JAYNOR AND HIS PEOPLE OF DOR-ZOHN DISTRICT
#3A, GRAND BASSA COUNTY IN FAVOUR OF MR.
MYDEH KPOGBA

"LET THIS BE REGISTERED"

[Signature]

JUDGE OF PROBATE MO. CO.

Probate this 16th day of April

A.D. 2007



Registered According to Law in
Page 66-67

REGISTERED MONTSE RADO COUNTY, RL.

Offered for Probation by:
MATTHIAS OMEJIA, JR.
COUNSELLOR-AT-LAW

[Signature]

THIS DOCUMENT HAS BEEN LEGALLY REGISTERED BY THE
FILED AT THE OFFICIAL ARCHIVES IN THE
MONTSE RADO COUNTY, MONTSE RADO
APR 16 2007
COUNSELLOR-AT-LAW



REPUBLIC OF LIBERIA
 MINISTRY OF LANDS, MINES AND ENERGY



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

September 9, 2011

Hon. Moses D. Wogbeh, Sr.
 Managing Director
 Forestry Development Authority
 Monrovia, Liberia

Mr. Managing Director:

We are pleased to forward the attached certificate of Non-Discovery and the below listed deeds with maps showing deeds location. A comprehensive report from the Resident Surveyor of Grand Bassa County is also attached for your perusal

| | | |
|-----|--|-------|
| I. | District No. 3 A | Acres |
| | 1. Aborigine Grant Deed from the Republic of Liberia to Chief Nor et al. | 1,400 |
| | 2. Aborigine Grant Deed " " to Chief Diazon | 1,500 |
| II. | District No. 3 C | Acres |
| | 1. Public Land Sale Deed from " to Taylue Commonn et al | 6,500 |
| | 2. Public Land Sale Deed from " Martha K. Massaud Et Al | 1,043 |
| | 3. Public Land Sale Deed from " Abba G. Kaarngar & Family | 700 |
| | 4. Public Land Sale Deed from " Henry Goeh et al | 3,500 |
| | 5. Public Land Sale Deed from " Sawah Teegbeh et al | 3,500 |

Hon. Managing Director, with the field work conducted by Resident Surveyor, David R. Blaye, we suggest that you grant the Private Use Permit (PUP) by the forestry Development Authority to the people of district No. 3A and District No. 3C respectively.

Please see attached Deeds and Map of the area.

Truly yours,

George Y. Miller

George Y. Miller
 ASSISTANT MINISTER FOR LANDS, SURVEYS AND CARTOGRAPHY

*Kantw, Tally, cl/bs
 Saqbel
 Please produce
 the necessary PUP
 document
 as per the company
 [Signature]*



REPUBLIC OF LIBERIA
MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

CERTIFICATE OF NON-DISCOVERY


This is to inform that on April 6, 2011, Mr. George Y. Miller Assistant Minister For Lands Surveys and Cartography, Ministry of Lands Mines And Energy, Republic of Liberia did request the Ministry of Foreign Affairs for the authenticity of Two(2) photo copies of three land deeds reportedly situated in Grand Bassa County, and issued to:

1. Dawn Section, number(3) three -B Grand Bassa County, in 1988 and contains 1,500 acres;
2. Dawn Section, District No.3-B Grand Bassa County probated 1987 and contains 3,000 acres and;
3. A Public Land Sale Deed from the Republic of Liberia To Abba G. Karngar & Family in 1986 and contains 700 acres of land.

In view of the above, the Bureau of Archives of the Ministry of Foreign Affairs conducted a diligent search of its records and that of the records of The Center For National Records & Document Agency(CNDRA), and the following established:

1. That volume 20-88 for Grand Bassa County is not apparent neither is it recorded in the inventory of the Bureau of Archives Ministry of Foreign Affairs;
2. That volume 52 for Grand Bassa County is not also apparent neither is it recorded in the inventory of the Bureau of Archives, Ministry of Foreign Affairs;
3. That up to the time of this communication, the Center For National Document and Records Agency(CNDRA) has not been able to established the existence of the above mentioned volumes.

Signed:


C. Morris Kollie
ACTING DIRECTOR OF ARCHIVES

DATE: August 26, 2011.





REPUBLIC OF LIBERIA
BUREAU OF LANDS & SURVEYS
MINISTRY OF LANDS, MINES & ENERGY
GRAND BASSA COUNTY
PHONE #S 06-527-775/077-527-775
06-524-138/077-524-138



TO : Hon. George Y. Miller
Asst. Minister, Dept. L.S. & C
Minister Lands Mines & Energy
Monrovia, Liberia

FROM : David R. Blaye
Resident County Surveyor
Grand Bassa County

Subj. : SURVEYOR REPORT ON DEED & LAND VERIFICATION

Date : July 14, 2011

It was upon the directive from the office of Hon. George Y. Miller, Asst. Minister of Lands Surveys and Cartography, Ministry of Lands Mines & Energy to proceed to District #3 to verify & investigate some land Deeds emanating from that District.

While in District #3, we were presented an Aborigines Grant Deed issued to Chief Jay-Nor and his People of Dorzohn Section, Grand Bassa County for verification, as the Grand Bassa Logging Company was interested to operate in the forest of the area.

In carrying out the investigation and verification of said deed, we met with cross session of citizens and elders of the area which include citizens and elders from:

- a) Jaynor Town - Elder Zean Nyanakpe, Senior elder and Freeman Jaynor
- b) Kpelle Town - Saturday Zeogar and Habakkuk Barkon
- c) Zeogar Town - Daniel Zeogar and Mary Zeogar
- d) Than Town - James Barloon and Garmondah Than.
- e) Lee Town - Richard Gaye
- f) Gboo-tro (Town) - James Mendaygar and Bob Clinton
- g) Kolar Town - John Karlar and Barracj Korlar
- h) Glaylor Town - Isaac Glaylor
- i) Whergar Town - Menleygar Borbor and Garmondah Whergar

Adjoining the meeting with these people in John Whergar Town, and at the completion of the surveys, we found out that:

1. The area of interest covered 2900 acres or 1160 hectares of land.
2. The land is a deeded land and is owned by the people we met. They have been living in the area peacefully for the past over hundred(100) years plus.
3. All citizens and elders of the area warmly welcome the operation of Bassa Logging Company in their area.

1/5 MIM

The deed given us had technical errors that needed correction to suit the layout of the area shown us.

NEW DESCRIPTION OF THE DEED -1

Commencing from a large tree thence running due East 13,860 feet or 210 chains to a point, thence running due North $66 \frac{2}{3}$ chains or 4400 feet to a point. Thence running due West 210 chains or 13,860 feet, thence running due South $66 \frac{2}{3}$ or 4400 feet to a place of commencement and containing 1,400 acres of land and no more, instead of 300 acres.

Since the first deed is corrected, second deed containing 1500 acres is layout according to deed description.

See attached Map of the area.

1/5

MAD



REPUBLIC OF LIBERIA
MINISTRY OF LANDS MINES & ENERGY

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



April 12, 2011

Mr. David R. Blaye
Resident County Surveyor
Grand Bassa County, Liberia

Dear Surveyor Blaye:

You are hereby directed to carry out investigation on the attached deeds emanating from Grand Bassa County and to submit a comprehensive report with site plan of the area under study. Please conduct social vetting as well (local government leaders, youth leaders participation during the vetting). The technical vetting calls for the measuring of not more than five (5) lines. Please take GPS reading on tie points. Do verify survey that was done in surrounding areas.

Kind regards.

Very truly yours,

George Y. Miller

ASSISTANT MINISTER FOR LANDS, SURVEYS AND CARTOGRAPHY

10.



REPUBLIC OF LIBERIA
FORESTRY DEVELOPMENT AUTHORITY (FDA)

Office of the Managing Director

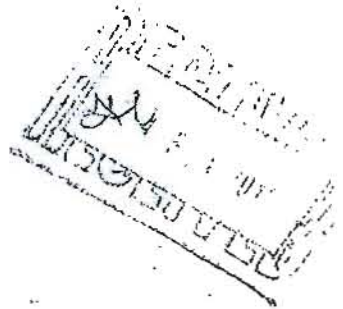
Whein Town, Mt. Barclay
P.O. Box 3010
Montserrado County
Monrovia, Liberia
West Africa

Cell# (231) 06513994
(231) 088071322
(231) 06552717

Ref: MD/30/2011/23

February 23, 2011

Hon. Roosevelt G. Jayjay
Acting Minister
Ministry of Lands, Mines & Energy
Capitol Hill
Monrovia, Liberia



Dear Hon. Jayjay:

We are pleased to forward the attached Land deeds from Doun Section, District # 3C, Grand Bassa County for your review and verification.

As you are aware Hon. Minister, forests are a source of subsistence, economic activity and cultural identity for rural Liberians who represent a large section of Liberian society. However, the legal rights and responsibilities of these rural communities to the forests and their related resources they traditionally depend upon are unclear, and have never been legally established or defended.

Communities have historically managed forests in Liberia, but for decades rural Liberians have been excluded from decision-making; however, the policies, laws and regulations regarding community control of natural resources have been developed by the present Administration, taking into account the significant role our rural dwellers play in managing our natural resources.

Hon. Minister, your review and verification of this document is necessary to facilitate the granting of a Private Use Permit (PUP) by the Forestry Development Authority to the people of District # 3C, Grand Bassa County:

Thank you in advance for your continued understanding and cooperation as we strive to sustainably manage and protect the remaining tropical forest in West Africa.

Please see attached Deed.

Sincerely yours,

Moses D. Wogbeh, Sr.
Managing Director

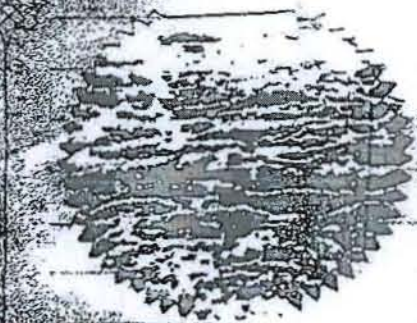
Cc/
In-House-Lawyer
Technical Manager/Research & Development
Acting Manager/GIS & Remote Sensing

DWO,
Please review and act
A - A - P
MM
7/8

Registered Oct 23, 1960
Schulman

Deed and Correction

THIS IS TO CERTIFY that the within document
is a true and correct copy of an **ORIGINES GRANT**
from Republic of Liberia to Chief Jay-Nor and his
People of Bor-Zohn Section, County of Grand Bassa
and Republic of Liberia as recorded in Volume 20
page 169 of the Records of Grand Bassa County filed
in the Archives of the Department of State.



GIVEN UNDER my hand and Seal of the
Department of State this 20th day of
December A.D. 1960 and of the Republic
the One Hundred and Fourteenth.

J. Rudolph Primes
SECRETARY OF STATE

Checked By:

A. D. Jallah
ACTING CHIEF, BUREAU OF ARCHIVES

MPW 97

TO ALL TO WHOM THESE PRESENTS SHALL COME: Whereas it is the true policy of Government to induce the Aborigines of the Country to adopt civilization, and become legal citizens of the Republic, and whereas one of the best means thereto is to grant land in fee simple to all showing themselves fit to be entrusted with the right and duties of full citizenship as voters, and whereas Jay-nor Chief of Dorzohn and his people of Grand Bassa County has shown himself to be a person entrusted with the said rights and duties; Now therefore, Know Ye that I Edwin Barclay, for and in consideration of the various duties of citizenship herein to be legally performed by the said Jay-nor Chief of Dorzohn and his People I Edwin Barclay President of the Republic of Liberia for myself and my successors in office have granted and by these presents do give, grant, and confirm unto the said Jay-nor Chief of Dorzohn and his People his heirs executors administrators and assigns forever all that piece or parcel of land situated lying and being in Dor-Zohn Section in the County of Grand Bassa and bearing in the authentic record of said Dor-Zohn Section Grand Bassa County the No. (1) One and bounded and described as follows:

* Commencing from a large tree; thence S. 210 chains thence East 66 2/3 chs. to unsurveying land thence along said land 210 chains N. thence East 66 2/3 chs. to the place of commencement same to contain 300 acres of land and no more.

To Have and to hold the above granted premises together with all and singular the buildings, improvements and appurtenances thereof and thereto belonging to the said Jay-nor and his People his heirs executors administrators and assigns forever. And I the said Edwin Barclay President as aforesaid for myself and my successors in office do covenant to and with the said Jay-nor and his People his heirs executors administrators or assigns that at the sealing hereof I the said Edwin Barclay 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 Edwin Barclay President as aforesaid and my successors in office will forever warrant and defend the said Jay-nor and his People his heirs executors administrators or assigns against the lawful claims of all persons to any part of the above granted premises.

In Witness whereof I the said Edwin Barclay President of the Republic of Liberia: this 30th day of February A.D. 1935.

Edwin Barclay

MM
AD

SURVEYOR'S CERTIFICATE
Deed Correction

It was observed that the ground location of the first deed infavor of Chief Jay-nor and People had technical errors according to the land marks shown us.

Therefore, the deed was corrected to agree with location on the ground.

The New Description is as follow: .

Commencing from a large tree thence running due East 13,860 feet or 210 chains to a point; thence running due North $66 \frac{2}{3}$ chains or 4400 feet to a point; Thence running due West 210 chains or 13,860 feet to a point; Thence running South $66 \frac{2}{3}$ chains or 4400 feet to the place of commencement and containing 1400 Acres of land and no more.

Dated This 14th day of July A.D. 2011

| |
|---|
| SURVEYOR'S LICENCE Name: David R. Blay Lic. #031 REPUBLIC OF LIBERIA |
|---|

Signed: 

David R. Blay
Registered Land Surveyor
REPUBLIC OF LIBERIA



John J. Johnson
Land Commissioner, Brd. Bassa Co.

ENDORSEMENT

Aborigines Deed from His Excellency Edwin Barclay R.L. to Jay-Nor
Chiefton and his People, situated in Grand Bassa County. Let this be
registered E.H. Shannon Judge Prob. Div. Cir. Ct. Grand Bassa Co.
Probated this 6th day of March A.D. 1935. Moses B. King, Clerk of said
Court. Registered according to Law in Vol. 20 page 169 this 18th day
of August A.D. 1942.

Annie E. Benson
REGISTRAR, GRAND BASSA CO.

MMW

Deed - 2

THIS IS TO CERTIFY that the within document is a true and correct copy of an ABORIGINES GRANT from Republic of Liberia to Chief Jay-Nor and his People of Bor-Zohn Section, County of Grand Bassa and Republic of Liberia as recorded in Volume 20 page 151 of the Records of Grand Bassa County filed in the Archives of the Department of State.

GIVEN UNDER my hand and Seal of the Department of State this 20th day of December A.D. 1960 and of the Republic the One Hundred and Fourteenth.

J. Rudolph Grimes
SECRETARY OF STATE

Checked By:

A. D. Jallah
ACTING CHIEF, BUREAU OF ARCHIVES

ABORIGINES GRANT

TO ALL TO WHOM THESE PRESENTS SHALL COME: Whereas it is the true policy of Government to induce the Aborigines of the Country to adopt civilization, and become legal citizens of the Republic, and whereas one of the best means thereof is to grant land in fee simple to all showing themselves fit to be entrusted with the right and duties of full citizenship as voters, and whereas Jay-nor Chief of Dorzohn and his people of Grand Bassa County has whown himself to be a person entrusted with the said rights and duties; Now therefore, Know Ye that I Edwin Barclay, for and in consideration of the various duties of citizenship herein to be legally performed by the said Jaynor Chief of Dorzohn and his people I Edwin Barclay President of the Republic of Liberia for myself and my successors in office have granted and by these presents do give, grant, and confirm unto the said Jay-nor Chief of Dorzohn and his people his heirs executors administrators and assigns forever all that piece or parcel of land situated lying and being in Dorzohn Section in the County of Grand Bassa and bearing in the authentic record of said Dorzohn Section Grand Bassa County the No. (2) one and bounded and described as follows:

Commencing from the northeastern angle of land No. 1, Thence East 433 chain to a point on New-cess River bank. Thence meander said river to a point near a water fall. Thence North from said water fall to the Southeastern angle of land No. 4, 95 chain, Thence North 66 $\frac{2}{3}$ chain to the place of commencement and containing 1500 Acres of land and no more.

To have and to hold the above granted premises together with all and singular the buildings, improvements and appurtenances there to belonging to the said Jay-nor and his people his heirs executors administrators and assigns forever. And I the said Edwin Barclay President as aforesaid for myself and my successors in office do covenant to and with the said Jay-nor and his people his heirs executors administrators or assigns that at the sealing hereof I the said Edwin Barclay 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 Edwin Barclay President as aforesaid, and my successors in office

JAC MMD 18

will Warrant and Defend the said Jay-nor and his People his heirs executors administrators or assigns against the lawful claims of all persons to any part of the above granted premises.

In Witness whereof I the said Edwin Barclay of the Republic of Liberia this 20th day of March A.D. 1936.

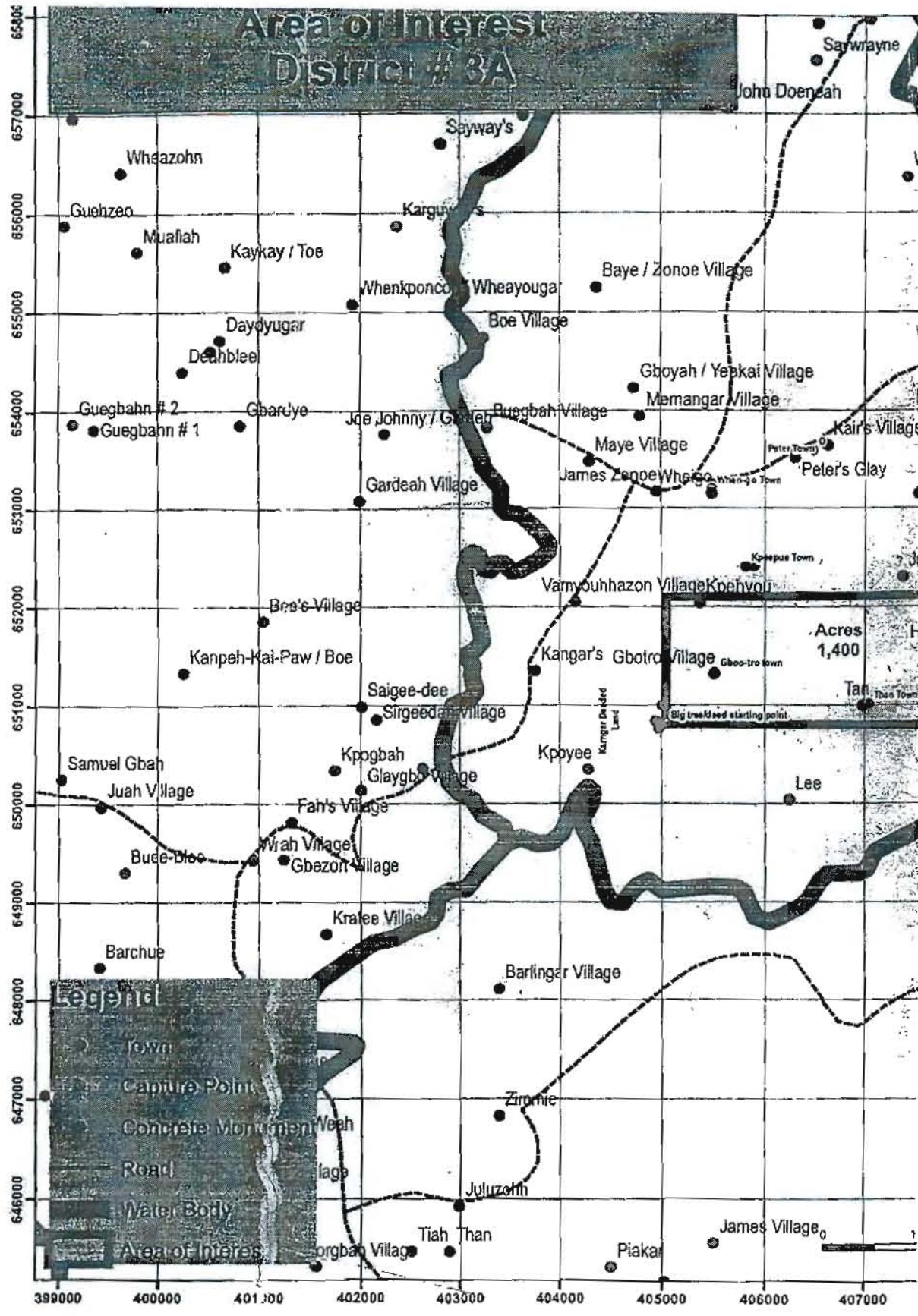
John J. Johnson
Land Commissioner, Grd. Bassa Co.

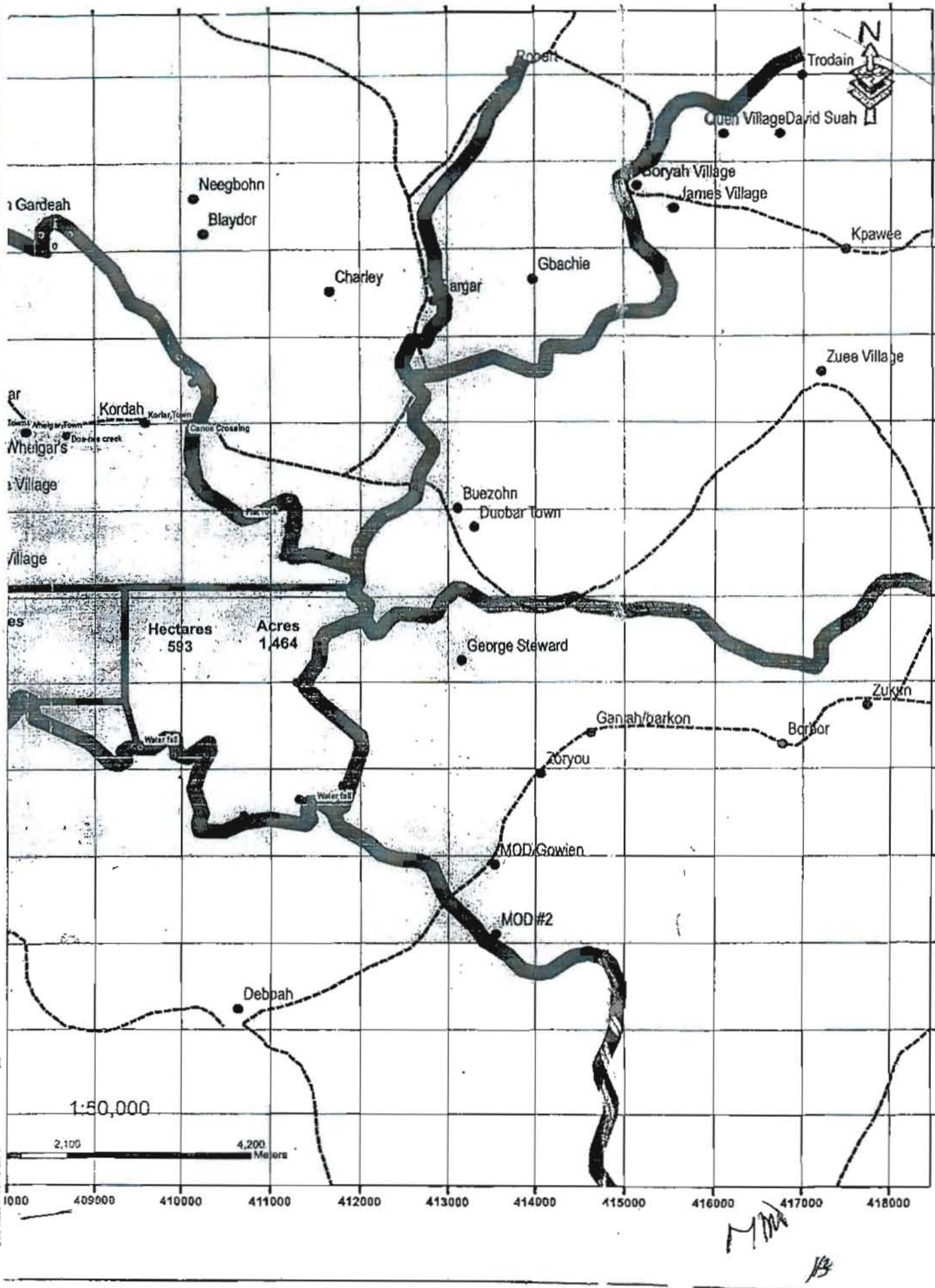
E N D O R S E M E N T

Aberigines Deed from His Excellency Edwin Barclay R.L. to Jay-nor Chief and his People, situated in Grand Bassa County. Let this be registered E.H. Shannon Judge Prob. Div. Civil Ct. Grand Bassa Co. Probated this 6th day of May A.D. 1936. Moses B. King, Clerk of said Court. Registered according to Law in Vol. 21 Page 160 this 20th day of August A.D. 1942.

Annie E. Benson
REGISTRAR, GRAND BASSA CO.

MW
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Forestry Development Authority

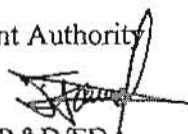

P.O. Box 10-3010

Whein Town, Mt. Barclay
Montserrado County
Monrovia, Liberia



MEMORANDUM

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

FROM: John D. Kantor, Sr. 
Technical Manager, R&D/FDA
&
Torwon T. Yantay 
Acting Manager-GIS & RS/FDA

Subject: Validation Report of Dor-zohn Deeded Land Property in Grand Bassa County

DATE: October 24, 2011

Background

Predicated on a communication under the signature of Mr. Mydeh Kpogba, Legal Administrator, Dor-zohn Deeded Property, District #3A, requesting the Forestry Development Authority to authenticate, verify and issue Private Use Permit (PUP) for Deeded Land areas situated and lying in Dor-zohn, District # 3A, Grand Bassa County. A team of technicians from the FDA was mandated to visit Dor-zohn property for detail ground truthing, capturing of Tribal Land marks and sight seeing of the area for management's reaction.

In light of the above, two surveyors and three 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.

Field Patrol

During the period June 20-27, 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, topology, and livelihood of communities dwellers within the parameters of the forest.



Findings

Following an intensive tour by the technicians, we observed and authenticated that:

- ❖ Indeed the Deeded Land areas does not overlapped with any of FDA allocated areas (FMC's, TSC's, PA's, and PPA's);
- ❖ Greater portion of the area is suitable for harvesting (commercial logging);
- ❖ Topographically, the entire land mass of Deeded land areas submitted to FDA is relatively flat with few water ways;
- ❖ The area is truly located in District # 3A, Grand Bassa County;
- ❖ The size of the area requested by the citizens of Dor-zohn, District # 3A for harvesting is equivalent to the actual area (area plotted is 2,935 acres/1,188 hectares);
- ❖ The commencement or starting point of Dor-zohn Deeded Land property is Northing 0404917 and Eastern 0652112 (Universal Traverse Mercator) on the surface of the earth.

Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing (June 20-27, 2011), we herein recommend that:

- * That the deeds be forwarded to the Ministry of Lands, Mines & Survey, especially the Minister of Lands, Mines and Energy for authentication. After authenticating the deed and found legitimate, the FDA should perform the below activities;
- * The area of Dor-zohn, District # 3A total area be given with a new Metes and Bounds re-written on behalf of the people of Dor-zohn, District # 3A- Grand Bassa County;
- * 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 Land totaling 2,935 acres/1,188 hectares to the people of District # 3A 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.

Cc:
AMDA
Law Office
TM Research & Development
TM Commercial Department
File

MAM
B

*Private
Use
Permit*

