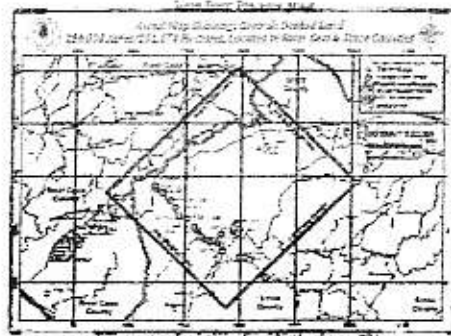


Republic of Liberia

**PRIVATE USE PERMIT  
Between the**



Forestry Development Authority (FDA)  
And  
Geetroh Community Forest Management  
Organization (GECFMO)



April, 2010



REPUBLIC OF LIBERIA)  
MONTERRADO COUNTY)

**PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND GEETROH COMMUNITY FOREST MANAGEMENT ORGANIZATION (GECFMO) FOR HARVESTING OF 22,831 HECTARES OF FORESTLAND LOCATED AT BUTAW DISTRICT, SINOE COUNTY, REPUBLIC OF LIBERIA**

THIS CONTRACT made and entered into this 23<sup>rd</sup> day of April A.D. 2010, 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, and Geetroh Community Forest Management Organization Development Corporation, a duly registered corporation under the Laws of Liberia, hereinafter referred to as **Geetroh** represented by its Executive Director, Brown N. Neneh and Board Chairman, Y. Weagba Seeboe, 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**, Geetroh Community Forest Management Organization (GECFMO) is a body elected by the Citizens of Geetroh District, Sinoe County and given the Authority to act in its capacity as custodian of a tract of 250,000 acres/101132.68 hectares of forested land 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 in proof of ownership of the subject tract of land is hereto attached and marked Exhibit "A" to form a cogent part of this contract;

**WHEREAS**, verification of proof of ownership of the subject land area is further attested by the Bureau of Archives of the Ministry of Foreign Affairs at the direction of the Ministry of Lands, Mines and energy thus giving authenticity to the Public Land Sale Deed from the Republic of Liberia to the Geetroh Chiefdom. Attached is copy of the Research Report under the signature of the Director of Archives; Jackson Purser hereto attached and marked Exhibit "B" to form a cogent part of this opinion.

**WHEREAS**, in further verification of the subject property, the Resident Surveyor for Sinoe County, Edwin B. Boakai, met with the citizens of Geetroh Chiefdom and after careful examination of said deed found it duly registered and probated and in conformity with all other legal requirements. Also from the Resident Surveyor's investigation, the metes and bounds are realistic and in compliance with the deed issued in 1951 under the signature of President William V.S. Tubman. Attached hereto is copy of the Resident Surveyor's Report marked Exhibit "C" forming a cogent part of this Contract;

**WHEREAS**, on account of Exhibit "C" herein attached, the Ministry of Lands, Mines & Energy finally gives authentication and verification to the said Geetroh Chiefdom Deed through a letter under the signature of Acting Assistant Minister Maxwell C.F.

15/10

Gwee. Attached also is the said verification letter marked Exhibit "D" 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 diminished by 10,734.12 due to overlap with the Liberia Tree and Trading Corporation (LTTC)/FMC "C" and also by an overlap of 5,762.85 hectares with the EJ & J Investment Corporation/FMC "B"; 57,915.82 hectares overlapped with FMC "J" and an overlap of 4,528.12 hectares with the Sanquin Proposed Protected Area, thus leaving a remainder of 22,831 hectares of forestland for commercial forestry. The said validation report is hereto attached and marked Exhibit "E" to form also an integral part of this contract;

**WHEREAS**, **Geetroh** is desirous of commercializing harvestable tree species on the said tract of remaining 22,831 hectares of land;

**WHEREAS**, the Authority having examined **Geetroh's** application and the requirements of Section 5.6 of the NFRL having been met, declares **Geetroh** 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:

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.

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1988

- 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 of Geetroh Available Forest Land

The available forest land for Geetroh property boundary line commences at a point near the Sehnkwehn River in Sinoe County marked (5°29'07.27"N-9°06'13.77"W); thence a line runs N 88° W for 4,155 meters to a point (5°29'11.83"N-9°08'28.73"W); thence a line runs N 9° E for 7,570 meters to a point (5°33'15.16"N-9°07'50.59"W); thence a line runs N 68° W for 11,564 meters to a point (5°35'33.98"N-9°13'40.67"W); thence a line runs S 30° W for 10,364 meters to a point (5°30'43.49"N-9°16'29.86"W); thence a line runs N 75° W for 3,938 meters to the point on the Sehnkwehn Proposed Protected Area boundary line (5°31'16.47"N-9°18'33.56"W); thence a line runs S 51° E for 12,709 meters to a point (5°26'56.65"N-9°13'12.44"W); thence a line runs Due South for 3,794 meters to a point (5°24'52.90"N-9°13'12.00"W); thence a line runs S 84° E for 82 meters to a point

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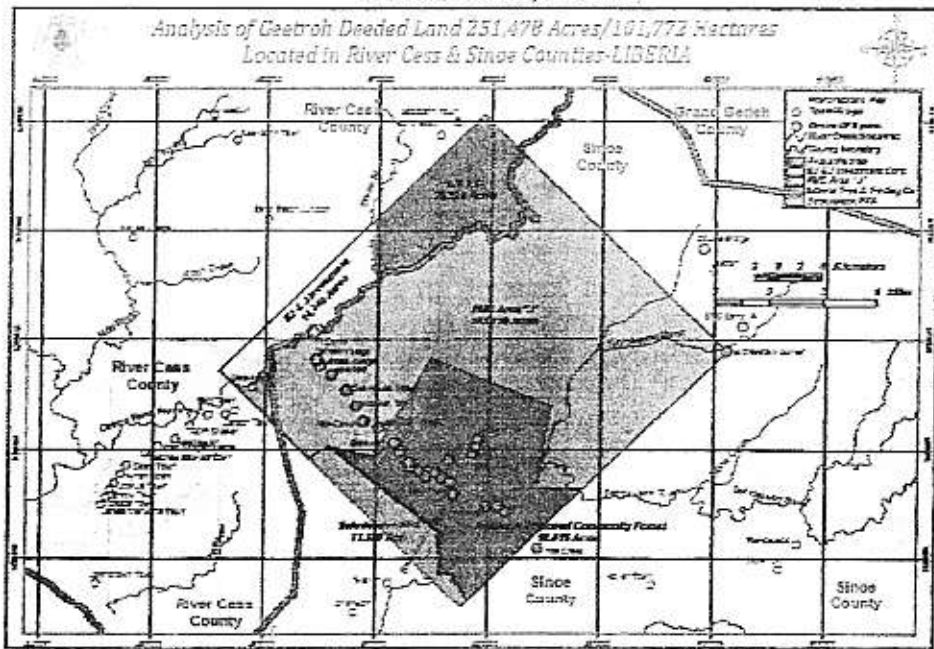
*MAK*

(5°24'52.67"N-9°13'09.34"W); thence a line runs S 62° E for 116 meters to a point (5°24'50.86"N-9°13'06.02"W); thence a line runs Due East for 48 meters to a point (5°24'50.86"N-9°13'04.47"W); thence a line runs N 44° E for 72 meters to a point (5°24'52.52"N-9°13'02.88"W); thence a line runs N 12° E for 75 meters to a point (5°24'54.90"N-9°13'02.36"W); thence a line runs N 75° E for 106 meters to a point (5°24'55.80"N-9°12'58.99"W); thence a line runs S 54° E for 88 meters to a point (5°24'54.09"N-9°12'56.68"W); thence a line runs N 81° E for 73 meters to a point (5°24'54.45"N-9°12'54.36"W); thence a line runs N 29° E for 135 meters to a point (5°24'58.27"N-9°12'52.21"W); thence a line runs N 65° E for 60 meters to a point (5°24'59.06"N-9°12'50.44"W); thence a line runs S 82° E for 76 meters to a point (5°24'58.73"N-9°12'48.04"W); thence a line runs S 44° E for 228 meters to a point (5°24'53.39"N-9°12'42.90"W); thence a line runs S 78° E for 403 meters to a point (5°24'50.53"N-9°12'30.12"W); thence a line runs S 37° E for 85 meters to a point (5°24'48.32"N-9°12'28.46"W); thence a line runs Due South for 112 meters to a point (5°24'44.67"N-9°12'28.42"W); thence a line runs S 26° W for 205 meters to a point (5°24'38.74"N-9°12'31.40"W); thence a line runs S 7° W for 150 meters to a point (5°24'33.96"N-9°12'31.97"W); thence a line runs S 41° E for 145 meters to a point (5°24'30.34"N-9°12'28.87"W); thence a line runs S 66° E for 210 meters to a point (5°24'27.62"N-9°12'22.69"W); thence a line runs S 49° W for 354 meters to a point (5°24'19.96"N-9°12'14.14"W); thence a line runs S 36° E for 230 meters to a point (5°24'13.90"N-9°12'09.82"W); thence a line runs S 57° E for 59 meters to a point (5°24'12.84"N-9°12'08.13"W); thence a line runs S 33° E for 115 meters to a point (5°24'09.70"N-9°12'06.08"W); thence a line runs S 13° E for 195 meters to a point (5°24'03.49"N-9°12'04.64"W); thence a line runs S 48° E for 155 meters to a point (5°24'00.12"N-9°12'00.86"W); thence a line runs S 14° E for 315 meters to a point (5°23'50.22"N-9°11'58.33"W); thence a line runs S 29° E for 367 meters to a point (5°23'39.77"N-9°11'52.57"W); thence a line runs S 41° E for 248 meters to a point (5°23'33.69"N-9°11'47.25"W); thence a line runs N 45° E for 14,519 meters to the point of COMMENCEMENT, (5°29'07.27"N-9°06'13.77"W); embracing 22,831 hectares of forest land and NO MORE.

### 3. Map of Geetroh Forestland

#### ANALYSIS MAP OF THE VERIFICATION

Liberian Forest Development Authority



Map and legend for the Geetroh Deeded Land, River Cess & Sinoe Counties, Liberia, 2013

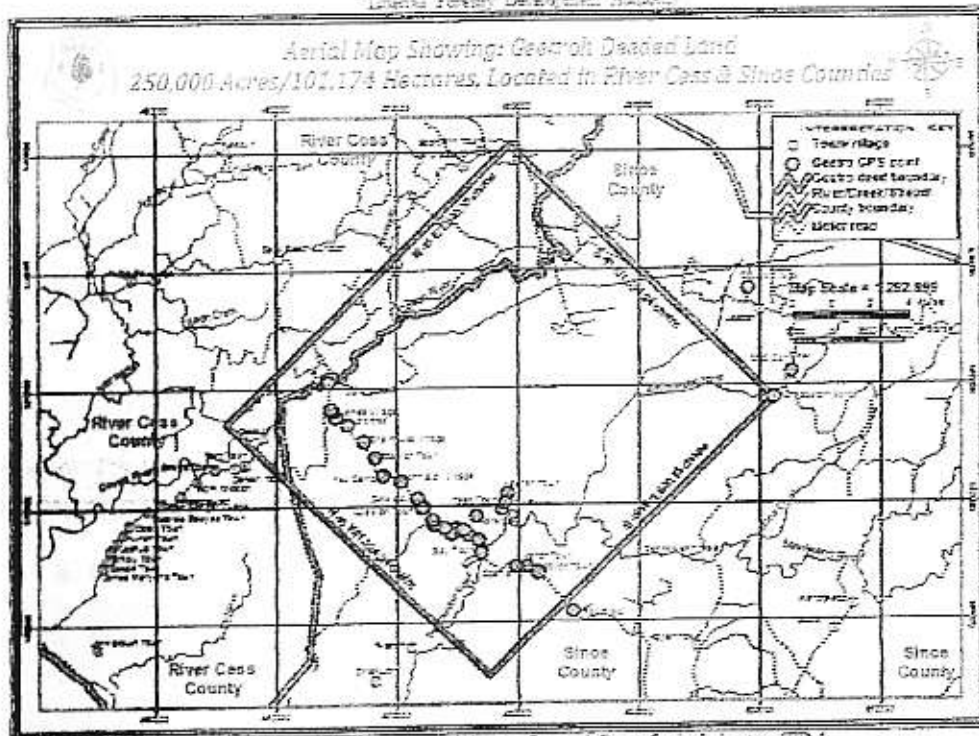
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4. **Contract Objective**

- a. To harvest merchantable tree species from 22,831 hectares of tract of land otherwise called the Geetroh 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.

5. **Contract Duration**

The contract shall be for fifteen (11) 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

Handwritten initials: *MD*

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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

10. **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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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

Witness 

Approved:

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

For Geetroh

Brown N. Neneh  
Brown N. Neneh/Executive Director

Y. Weagba Seeboe  
Y. Weagba Seeboe/Board Chairman

SAMPSON DAVIS  
Witness

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





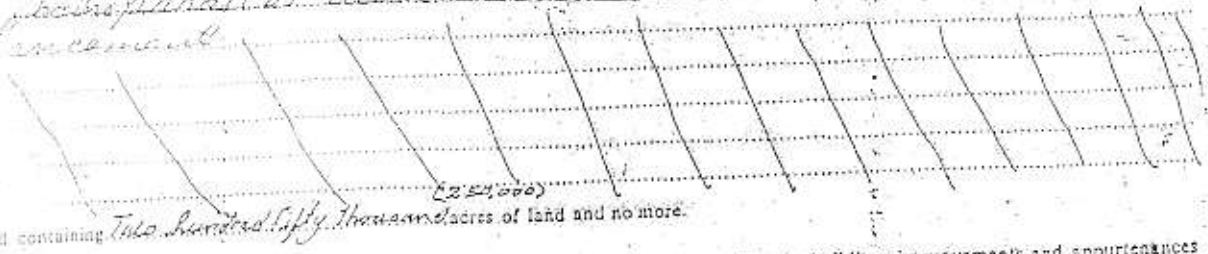
Exhibit "A"

REPUBLIC OF LIBERIA

SALE OF PUBLIC LANDS

Know all men by these presents, That George Margorn Commissioner of Public Lands for the County of Sinoe in the Republic of Liberia having, in conformity to an Act entitled "An Act Regulating the Sale of Public Lands," approved January 5th, 1850 exposed to sale by Public Auction a certain piece or parcel of land hereinafter named and described which piece of land was purchased by Georok Chiefdom having paid into the Treasury of the Republic the sum of one hundred twenty five thousand (\$125,000.00) DOLLARS, being the whole amount of the purchase money as per certificate of said Land Commissioner, Therefore, I, William V.S. Tubman President of the Republic of Liberia do in consideration of the sum paid as aforesaid (the receipt whereof is hereby acknowledged), have given, granted, sold and confirmed and by these presents do give, grant, sell and confirm unto the said Georok Chiefdom heirs, executors, administrators and assigns forever all that lot or parcel of land situated, lying and being in the Said Chiefdom in Sinoe County and bearing in the authentic Records of said County the number 125,000 and bounded and described as follows: Commencing at the North eastern corner

the said parcel of land and thence running on magnetic bearings South  $45^{\circ}$  West  $164.013$  feet to a point parallel with Cestos River; thence running North  $45^{\circ}$  West  $15.013$  feet parallel with pahouto to a point; thence running North  $45^{\circ}$  East  $164.013$  feet parallel with Cabo Boe Town to a point and thence running South  $45^{\circ}$  East  $15.24.24$  feet parallel with Duch Town to the point of commencement



TO HAVE AND TO HOLD the above granted premises together with all and singular, the buildings improvements and appurtenances thereto belonging to the said Georok Chiefdom heirs, executors, administrators or assigns.

I, William V.S. Tubman President of Liberia, for myself and my successor in office, do covenant and agree with the said Georok Chiefdom by virtue of my office, and authority given me by the Act above mentioned had right and lawful authority to convey the aforesaid premises in fee simple, and I the said William V.S. Tubman President of Liberia and my successors in office will forever WARRANT AND DEFEND the said Georok Chiefdom heirs, executors, administrators and assigns against any person or persons claiming any part of the above granted premises.

IN WITNESS WHEREOF I the said William V.S. Tubman President of Liberia have hereunto set my hand and caused the seal of the Republic to be fixed this 6th day of January (A.D. 1952.) and of the Republic the Sixth day of January 1952 Year.

W. V. S. Tubman  
PRESIDENT

SEAL



*Handwritten initials*



PUBLIC LAND SALE DEED  
 FROM  
 REPUBLIC OF LIBERIA  
 TO

*Geetrah Chiefdom*  
 Situated at *Sinca County*

"LET THIS BE REGISTERED"  
 COMMISSIONER OF MONTHLY AND PROBATE COURT

Probated This *17th* Day of *September* A.D. 19*58*

*E. Sussana E. Williams*  
 CLERK OF MONTHLY AND PROBATE COURT  
*Woodsbridge* County

REGISTERED ACCORDING TO LAW  
 VOL. *80 A* PAGE *9-78*

REGISTRAR  
*Montserrado* County  
 OBTAINED FOR PROBATION BY *W. S. Williams*



*W.S.*

REPUBLIC OF LIBERIA  
MINISTRY OF FOREIGN AFFAIRS  
MONROVIA, LIBERIA

Exhibit "B"

RESEARCH REPORT

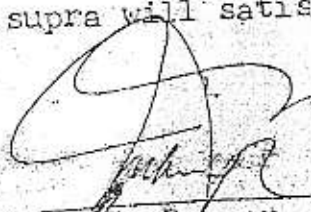
This is to inform that on October 9, 2009, Honorable Eugene H. Shannon (PHD), Minister of the Ministry of Lands Mines and Energy, for the authentication of a Warranty Deed From Geneva Johnson Duff To James A. Gittens, a Warranty Deed From Lucretia Sleipretith, et-al To Christopher Gittens, and a Public Land Sale Deed From the Republic of Liberia To the Geetroh Chiefdom.

In this connection, a diligent search of the records of the Archives was undertaken and following facts established:

1. That the Public Land Sale Deed issued to Geetroh Chiefdom was not found due to the mutilation of volume 80-A in which the said deed was recorded. However, a deed index-card reflecting information of the recording of said deed was discovered; please see attached photocopy of the said deed index card;
2. That the Warranty Deed from Lucretia Sleipretith, et-al to Christopher Gittens was found in volume 63, page 15 and registered in volume N/N-2006, pages 19-20, due to the mutilation of the original volume 63; and
3. That the Warranty Deed From Geneva Johnson Duff To James A. Gittens was not found due to either the looting or destruction of some of the records covering the period in which the said deed was reportedly recorded.

It is our hope that the information provided supra will satisfy your inquiries.

Signed:

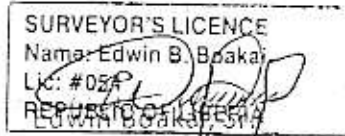
  
Jackson K. Purser  
DIRECTOR OF ARCHIVES

DATE: October 26, 2009.



Exhibit "e"

OFFICE OF COUNTY SURVEYOR



FROM:

Sinoe County Residence Surveyor  
Greenville, County

TO:

Whom it may concern  
Republic of Liberia

DATE:

March 29<sup>th</sup> 2010

Due to the mandate of the Ministry of Lands, Mines & Energy, through the Assistant Minister of Lands Surveys and Gatography, to conduct a spot check over a portion of land, 250,000 acres in favour of the Geetroh Chiefdom, I do hereby submit my finding to the authority involved

The representatives of the chiefdom met me at the Greenville Survey office on the 20<sup>th</sup> March 2010, with all documents in their possession pertaining to the land. I went through all documents including the deed itself, to my technical observations. I found no fault, the deed was signed by our late president William V.S.Tubman, 1951, a real and true signature of Tubman, then from the distances indicated, was computed and the acreage correspond.

Ground observations: In order to verify the Mets and bounds on the ground, I went along with the following: My team comprising of (4) four men, the county land commissioner with few men from the town to at least open the line of North 44 East, a distance of 735 chain or 48,510 feet being that the place is a deep forest it was easy to just go through measurement and with a compass for bearings, this took us as almost (5) five days and at last we came out with a good result of being the same. After the check on the line we were directed with my crew to walk to some points indicated, the Kulu-Shaw-Boe and that of Plahn-Nyan.

In view of the fore going, I do hereby convince the existent of the land and is hereby guaranteed of any other appearational purposes.

Kind regards,

KTB

MA

Recd! Apr. 16, 2010



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



Exhibit "D"

April 16, 2010

Hon. Moses D. Wogbeh, Sr.  
MANAGING DIRECTOR  
Forestry Development Authority  
Monrovia, Liberia

Dear Hon. Wogbeh:

We wish to extend our compliments and to inform you that based upon the below facts obtained in our verification of a 250, 000 acres of land deeded under Public Land Sale to Geetroh Chiefdom, Sinoe County, the Ministry of Lands, Mines & Energy is hereby pleased to state that ;

- a) Mr. Edwin Boikai, Resident County Surveyor assigned by the Ministry of Lands, Mines & Energy to Sinoe County conducted field exercises upon our instructions and has reported that the property mentioned within the deed do exist.

Therefore the Ministry is hereby declaring that the attached deed has been verified and is authentic.

Kind regards,

Truly yours,

*Maxwell C. F. Gwee*  
Maxwell C. F. Gwee

Acting Assistant Minister/OLS & C



Attachments

- . Surveyor's report
- . Title Deed of Geetroh Chiefdom

Exhibit "E"



## Forestry Development Authority

P.O. Box 10-3010

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



### MEMORANDUM

TO: Kederick F. Johnson  
*Assistant Managing Director*  
*Forestry Development Authority*

FROM: Augustine B.M. Johnson *Augustine B.M. Johnson*  
Manager & Expert, GIS & RS/FDA

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

Subject: *Geetroh Deeded Land Property in sinoe County*

DATE: October 16, 2009

#### Background

Predicated on a communication under the signature of Mr. Jin S. Kyung, President and Chief Executive Officer of Universal Forestry Corporation, requested an authentication of a tribal deed, diagram and location of Geetroh property situated and lying in Butaw District, Sinoe County. A team of technicians from the FDA was mandated to visit Geetroh's property for detail ground truthing, capturing of deed land marks and sight seeing of the area for management's reaction.

In light of the above, 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.

#### Field Patrol

During the period October 1-7, 2009, 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 team they observed and authenticated that:

- ➔ Indeed the area is surrounded by Proposed Protected Areas, Forest Management Contracts and some Forest Management Contracts which has being ratified by the Government of Liberia.
- ➔ Large portion of the area under investigation consists of primary forest.
- ➔ The entire area actually covered by forest and suitable for harvesting (commercial logging and sawn timber) is 85%.
- ➔ 10.54% or 26,524 acres of Geetroh's property overlapped with Liberia Tree & Trading Corporation (LTTC/FMC "C").
- ➔ 5.66% or 14,240 acres of Geetroh's property overlapped with EJ & J Investment Corporation (FMC "B").
- ➔ 56.9% or 143,110 acres of Geetroh's property overlapped with FMC Area "J".
- ➔ 4.44% or 11,189 acres of Geetroh property overlapped with Sehnkwehn Proposed Protected Area.
- ➔ 22.43% or 56,415 acres of Geetroh property is free from all Protected and Proposed Protected Areas, Forest Management Contracts and Timber Sales Contracts.
- ➔ The Technical description/Metes & Bounds of Geetroh's property crossed into River Cess County.
- ➔ The forest area in the South is threatened by farmers and illegal settlers.
- ➔ The area is the home of some un-protected wildlife animal's species.
- ➔ The area is 152.04 miles away from Monrovia by way of Buchanan and Sand Beach Junction
- ➔ The commencement or starting point of Geetroh's deeded land property is Northern 0501156 and Eastern 0618913 (Universal Traverse Mercator) on the surface of the Earth
- ➔ Technically, the description in the Metes & Bounds on the deed is correct but the land area is more than what is stipulated in the deed.

## 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 Permit of the total land area of 56,415 acres or 22,831 hectares to the people of Geetroh District 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.

- \* The area of Geetroh's land which overlapped with Forest Management Contract areas "B,C,J" and Schnkwehn Proposed Protected Area should be subtracted from the total area and a new Technical Description/Metes & Bounds be re-written on behalf of Geetroh's District.
- \* Forestry Development Authority requests Geetroh District to demarcate their deeded land property boundary lines to avoid possible trespass cases from FMC area "J" and Schnkwehn Proposed Protected Area.

*Below is an attached GPS points and Maps of Geetroh's Deeded Land Property*

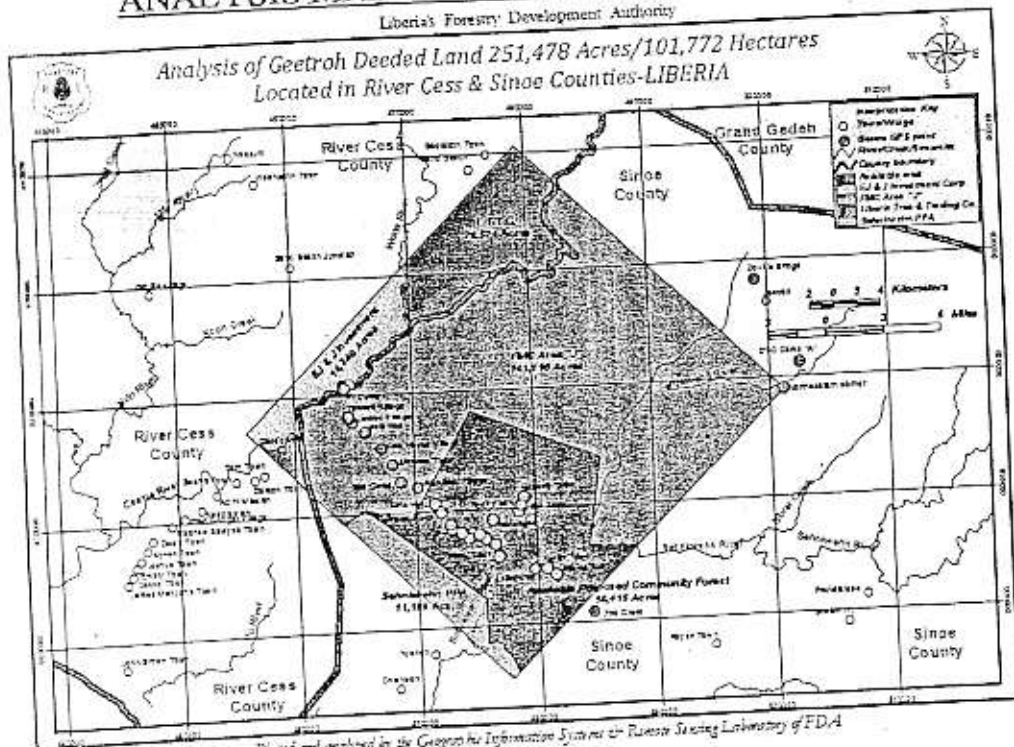
Waypoint	Latitudes	Longitudes	Land marks
1	465971	616840	kola tree
2	464708	620902	Cestos river
3	484534	600823	Foe Creek
4	481629	604175	Sayon Town
5	480824	604711	Karlor Town
6	479866	604711	Gbaryan Town
7	476925	605867	Sahnquan River
8	475860	607457	Bais Town
9	476695	606968	Blay Town
10	474797	607912	W. Teah Town
11	474462	607545	Bolu 3
12	473899	607998	Bolu 2
13	473038	608328	Bolu 1
14	472950	608726	Benson Village
15	472143	609787	Quewioh Town
16	472132	609784	Putly my shose
17	471631	610561	Gate way
18	470270	612008	John Blay Village
19	468820	612564	Yao Camp
20	468161	614036	Mannen Town
21	467247	615400	One House Village
22	464934	617597	David Bloryougar town
23	464646	618034	Tenneh Village
24	464535	618226	James Village
25	464332	620563	ITI Camp
26	475382	607824	Tokpaville City
27	501156	618913	Northeastern corner
28	502583	621144	OTC Camp "A"
29	499002	628205	Double Bridge
30	479116	610927	Neeneh Town
31	478655	609670	Tean Town
32	476498	609030	Korwhyee Town
33	478913	610190	Wa Town



# ANALYSIS MAP OF THE VERIFICATION

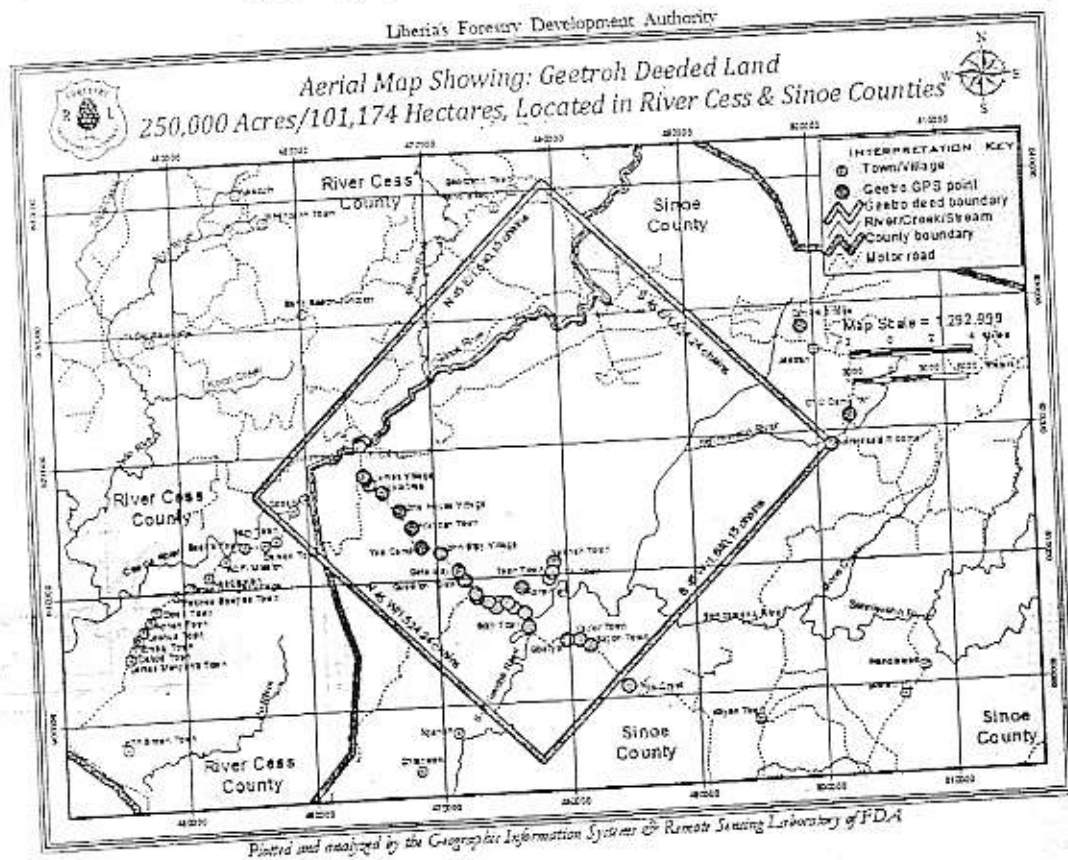
Liberia's Forestry Development Authority

Analysis of Geetroh Deeded Land 251,478 Acres/101,772 Hectares  
Located in River Cess & Sinoe Counties-LIBERIA

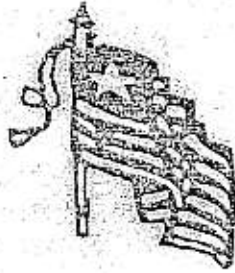


Liberia's Forestry Development Authority

Aerial Map Showing: Geetroh Deeded Land  
250,000 Acres/101,174 Hectares, Located in River Cess & Sinoe Counties



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 9th day of JUNE, 2009  
And in the County of Montserrado, and the Republic Aforesaid, The Parties to the attached documents

ARTICLES OF INCORPORATION  
OF  
GEETROH COMMUNITY FOREST MANAGEMENT ORGANIZATION



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

THEREFORE, I, JOE ALBERT JUNTUS, NOTARY PUBLIC aforesaid, have attached my official seal to avail when and where necessary.

I have affixed  
This transaction  
This 9th day of



I have affixed my genuine signature attested to  
This transaction, by the power vested in me  
This 9th day of JUNE A.D. 2009

# ARTICLE OF INCORPORATION OF THE GEETROH COMMUNITY FOREST MANAGEMENT ORGANIZATION

## PREAMBLE

WE, THE UNDERSIGNED, PURSUANT OF CHAPTER 10.1 C OF THE FORESTRY REFORM LAW OF 2006, AND REALIZING THE RAPID DEPLETION OF OUR VALUABLE FOREST AND THE NEED TO PROVIDE PROPER GUIDANCE FOR THE MANAGEMENT OF OUR DEEDED-LAND FOREST RESOURCES FOR EFFECTIVE DEVELOPMENT OF OUR CHIEFDOM, WE HEREWITH SUBSCRIBED, ACKNOWLEDGED, AND FILED INTO THE OFFICES OF THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF LIBERIA, AND SHALL TAKE EFFECT IMMEDIATELY UPON THE APPROVAL OF THE MINISTER OF FOREIGN AFFAIRS OF THE REPUBLIC OF LIBERIA, AS REGISTERED BY THE ACT AS FOLLOWS:

## INTRODUCTION

All power is inherent in the membership of GECFMO, and the members shall have the fundamental right to declare this constitution as the organic Law governing the organization after its review and adoption; the provision herein shall have binding force and effect on all members of the organization.

## ARTICLE I:

### Definition

In this By-Law the following shall constitute the definition:

**GECFMO:** Geetroh Community Forest Management Organization- a body elected by the citizens of Geetroh District, Sinoe County, Republic of Liberia

"Interest:" for purpose of this definition may be an economic, environmental, health, well-being, aesthetic, cultural, spiritual or religious nature.

## ARTICLE II: Name of Organization

The body so formed (hereafter referred to as an organization) shall be named and styled Geetroh Community Forest Management Organization. Its acronym shall be known as GECFMO.

### Section I. Emblem:

Section 1.1: The emblem of the organization shall be a group of people encircling a tree.

### Section II: Slogan/Motto:

The Slogan/motto of the organization shall be "UNITY AND SUSTAINABILITY".

## ARTICLE III: Headquarters:

The headquarters of the organization shall be in Pailakave Town, Geetroh Chiefdom, Sanquin, Sinoe County, Liberia.

## ARTICLE IV: Objectives

The objectives of the organization shall be the following:

A. To promote the wise use of the Geetroh forest and its associated resources;

B. To provide transparent, accountable and sustainable management of the Geetroh forest resources;

C. To promote agro forestry development and

- D. To engage in community infrastructural development initiatives
- E. To coordinate all forest management activities with the FDA, in accordance with the National Forestry reform Law of 2005;
- F. To represent the organization in all matters related to community forest management;
- G. To develop and implement a community forest management plan which includes designating the area within which forest resources will be managed and defining management regimes for various categories for forest resources within the area;
- H. To consider and render decisions on, and negotiate terms for, requests for non-commercial and commercial forest resources use, access, management or other actions related to the community forest resources, as guided by this law;
- I. To establish a community forest fund, to hold funds/revenue general from the use of community forest resources and other sources; and
- J. To work with the Forestry Development Authority (FDA) and Private forest owners and forest concessionaires in the sustainable management of the forests.

**ARTICLE V: Membership**

- A. Membership to the organization is open to all born citizens of Geetroh Chiefdom, Sanquin, Sinoe County, Liberia.
- B. Anyone that share the aims and aspiration of the organization and is willing to contribute to the achievement of its objectives and provide support for the organization's program is eligible.

**ARTICLE VI: Governance**

**Section I: The Board of Directors**

The Board of Directors (BoD) shall be the highest decision-making body of GECFMO and shall be composed of not more than nine (9) and less than (5), which shall be headed by a Chairman and shall have a mandate of two (2) years. The term of the Board of Directors shall be renewable based on its viability and positive actions. The membership of the Board of Directors shall be composed of prominent citizens of Geetroh nominated from and elected by the three (3) Sections of the District, (a) Nequiah (Upper Sanquin) (b) Kesony (Lower Sanquin) and (c) Troday (Behind the Hill). Each section shall have equal representation on the Board of Directors of GECFMO.

**Section II: Composition of the Board**

The Board shall be composed of the Chairman, Secretary, Treasurer and Chaplain and four (4) other members. Also comprising the Board shall be heads of the standing committees. These individuals shall be selected by the general membership.

**Section III: Duties and Functions of the Board**

The duties and functions of the Board shall include but not limited to the following:

- A. Appoint all standing and Ad-hoc committees along with their Chairman and appoint the Chairman/Representative to all conferences, seminars, workshops, etc.;
- B. Interpret and make policy decisions that shall be consistent with the constitution and decisions adopted;
- C. Liaise with national and international organizations; and,
- D. Review the performance of every committee and effect changes where necessary; prepare and submit budget and financial documents for submission to the full membership of the organization for consideration.

## ARTICLE VII: Duties of Officials

### Section I: Chairman

The Chairman shall be the chief executive officer of the organization.

- A. He/She shall be in the authority to administer the affairs of the organization within the framework of the constitution, By-Laws and established policies;
- B. He/She shall preside over all general and called meeting of the organization;
- C. He/She shall countersign all financial documents pertaining to the withdrawal and disbursement of funds of the organization; and,
- D. He/She shall have the power to appoint or dismiss individuals or members of standing committee with the advice and consent of the Board.

### Section II: Co-Chairman

The Co-Chairman shall be the second in command in conducting the affairs of the organization.

- A. He/She shall act as the executive head during the absence of the president and shall perform all duties of the Chairman.
- B. He/She shall assume the office of the Chairman in case of death or in his/her absence, impeachment, or disability, in the event, where both the Chairman and the Co-Chairman are absent due to the conditions mentioned herein, the Board of Directors shall appoint an acting Chairman pending elections;
- C. He/She shall serve as an ex-officio member of all organization;
- D. He/She shall coordinate, control and supervise all administrative functions of the Chairman and shall perform all other duties as deemed necessary by the Chairman;
- E. He/She shall be responsible to plan, develop and coordinate all technical activities of the society in consultation with the Chairman; and,
- F. He/She shall develop programs and recommend policies that would strengthen, and protect with the view of ensuring the fullest implementation all technical functions of the organization's members; and shall perform other duties as deemed necessary by the Chairman.

### Section III: Secretary

The Secretary of the society shall be accountable for all documents and records of the organization.

- A. He/She shall record all reports and correspondence and essential documents of the organization and shall serve as ex-officio to all standing committees; and,
- B. He/She shall be responsible to send invitations for meetings, and shall perform other duties as may be deemed necessary by the Chairman.

### Section IV: Treasurer

The Treasurer shall be accountable for all monies and assets of the organization.

- A. He/She shall be a signatory to the account of the organization and shall sign all checks or financial documents for withdrawal, disbursement, expenditure and deposit all fund in a recognized bank (s) in the name of the organization,
- B. He/She shall have the authority to expend any money of the organization in accordance with the established goals and shall keep the general membership of the organization aware of all accounts and submit a quarterly report of details of the organization's financial status.

### Section V: Chaplain

The Chaplain shall be responsible to offer prayers for the organization during meetings and shall plan and execute all religious activities of the organization. He/She must be a worshiper of the True and Living God and or Allah.



**ARTICLE VIII: Elections, Terms, Offences, Removal and Impeachment Proceedings**

**Section I: Election and Terms of office**

All elections within the organization shall be conducted through secret ballots and all qualified members shall have the right to vote or seek any elected office provided such member (s) is resident of the district.

All officers elected and inducted into office shall serve for a period of two (2) consecutive years. An officer shall be elected for more than two terms depending on His/Her performance as a leader.

**Section II: Offenses**

Offenses considered by the organization shall include but not limited to the following:

- A. Misappropriation and misuse of the organization's funds or properties. All acts that tend to create, defraud or cause the misuse of the organization's funds or properties
- B. Misdemeanor or of blatant violation of the Code of Ethics; all rude acts or behavior that tend to bring disrepute to tarnish the reputation of the organization's members and or the stakeholders involved.

**Section III: Removal and Impeachment Proceedings**

The Membership shall remove any elected members(s) of the organization from Office in keeping with the following proceedings:

In the event of misappropriation or misuse of the organization's funds or properties; in which case a Committee will be appointed to investigate and determine whether or not said acts determines removal from office. In such case officer involved shall be suspended until proven guilty.

**ARTICLE IX: Sources of Funding**

The sources of funding for the organization shall be limited to the following:

- A. Forest Land Rental, as specified in Republic Act 10737 Section 33 (a) and (b);
- B. Bid Premiums, as in Section 33 (c);
- C. Funds generated from other emerging commercial activities, related to Geotroh Forest Resources, which shall be in consultation with FDA and other relevant agencies; and
- D. Grants and other donations received from local and international environmental and humanitarian institutions.

**ARTICLE X: Deposits and Signatories**

**Section I: Deposits**

The organization shall open an escrow account with a recognized Banking Institution in the City of Monrovia, Liberia in the name of the organization.

**Section II: Signatories**

Signatories of the organization's account shall be the Chairman, Co-chairman, and the Treasurer. The Chairman and the Treasurer shall be principal signatories to all financial documents of the organization.

*KJ*

*AM*

- D. He make monthly financial report to the Executive Director;
- E. He disburse salaries, stipends and allowances;
- F. He receives reports from Operations and Personnel Managers; and,
- G. He keeps all financial records.

**Section IV: Function of the Personnel Manager**

- A. Take and keep activities of every personnel;
- B. Settle personnel dispute; and
- C. Makes monthly reports to the Financial and Administrative Managers.

**Section V: Function of the Operations Manager**

- A. Shall implement activities of the organization; and,
- B. He receives all field reports and makes monthly reports to the Administrative Manager.

**ARTICLE XVI: Dispute Resolution**

Whenever any issue or controversy under this agreement, the parties will seek to amicably resolve their differences with the assistance of FDA. In the event that there are differences, local government officials (District Commissioner, Paramount Chiefs, Clan Chief, and Town Chief) should be considered as neutral parties in a third-party mediation process.

**ARTICLE XVII: Miscellaneous**

The By-law shall not be effective upon establishment unless otherwise received, deliberated on and adopted by the organization and other members of the organization in a meeting. Notice of the By-Law charges shall be published or made known to members at least 5 days to the meeting.

**ARTICLE XVIII: Amendment**

This By-Law shall be amended only at the annual meeting and not less than 2/3 (two-thirds) majority of the voting members present provided that the amendment has been previously submitted in writing in regular meeting.

DONE IN THE CITY OF MONROVIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_

IN WITNESS THEREOF, WE AFFIXED OUR SIGNATURES AS FOLLOWS:



<u>Name of Incorporators</u>	<u>Title</u>	<u>Signatures</u>
1. Morris K. Neneh	Incorporator	
2. Y. Weagba Seeboe	Incorporator	
3. Stephen Tiahglan	Incorporator	
4. Bernard S. Davies	Incorporator	
5. Brown N. Neneh	Incorporator	
6. Ignatius W. Fulka	Incorporator	
7. Bestman W. Ponney	Incorporator	
8. Joe T. Seeboe	Incorporator	
9. Lazy Karhee Blatch	Incorporator	
10. Benjamin Saydee	Incorporator	
11. Mary Byeh Solomon	Incorporator	

FILED 10/10/2009

**ARTICLES OF INCORPORATION  
OF**

**LIBROH COMMUNITY PROGRESS MANAGEMENT CORPORATION**

**REPUBLIC OF LIBERIA  
MINISTRY OF FOREIGN AFFAIRS**

**DUPLICATE COPY**

*The Original Copy of this document was FILED in  
the records of the Section 14 of the  
Business Corporation Act on*

JUNE 10, 2009



*[Signature]*  
**MINISTER**

*[Handwritten mark]*