



Private Use Permit
Contract
Between The
Forestry Development
Authority
&
*The People of
Doedian District,
Upper River Cess County*

F.D.A.

F.O. Box 10-3010

Whein Town, Mount Barclay

1000, Monrovia 10 Liberia

June 15, 2011

REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)



PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF MORWEH CHIEFDOM, DOEDAIN DISTRICT, FOR HARVESTING OF 49,394 HECTARES OF FORESTLAND LOCATED IN UPPER RIVER CESS COUNTY, REPUBLIC OF LIBERIA

THIS CONTRACT made and entered into this 15th day of June 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 Morweh Chiefdom, Doedain District, Upper River Cess County, **represented** by the District Forest Management Committee by and thru Benison T. Zarckoh, Chairman, James R. Baye, Co-Chairman, Elijah Whornee, Youth Leader, Juliet Gangan, member and Mary Gaye, Treasurer, hereinafter collectively the Parties, hereby;

W I T N E S S E T H:

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

WHEREAS, the People of **Doedain** are legitimate owners of a tract of forestland of 49,394 hectares by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, the Doedain Administrative District encompassing of Jeuwein, Norwein, Bahr, Zarkue and Central Morweh clans made an application through Tropical Timber Incorporated (TTI) to the Authority on March 14, 2011 on behalf of said citizens for the issuance of a Private Use Permit to commercialize their deeded forested land as can be seen from copy of said letter hereto attached and marked Exhibit "A";

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law (NFRL) of 2006, copy of a duly certified Aboriginee's Land Sale Deed issued in 1973 under the signature of President Edwin Barclay, in proof of ownership of the subject tract of land is hereto attached and marked Exhibit "B" to form a cogent part of this Permit;

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

WHEREAS, validation of the area in keeping with Section 5.6 (d) (ii) of the NFRL and Section 61 of FDA Regulation 102-07 shows that the said tract of land is suitable for

MG. JG. EGG. WY. B.T.S.

commercial forestry. Said validation report is hereto attached and marked Exhibit "D" to form also an integral part of this contract.

WHEREAS, Doedian is desirous of commercializing harvestable tree species on the said tract of 49,394 hectares of land;

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

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.

m.g. JG E.G.G. W.Y. B.T.S.

MW

- 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.

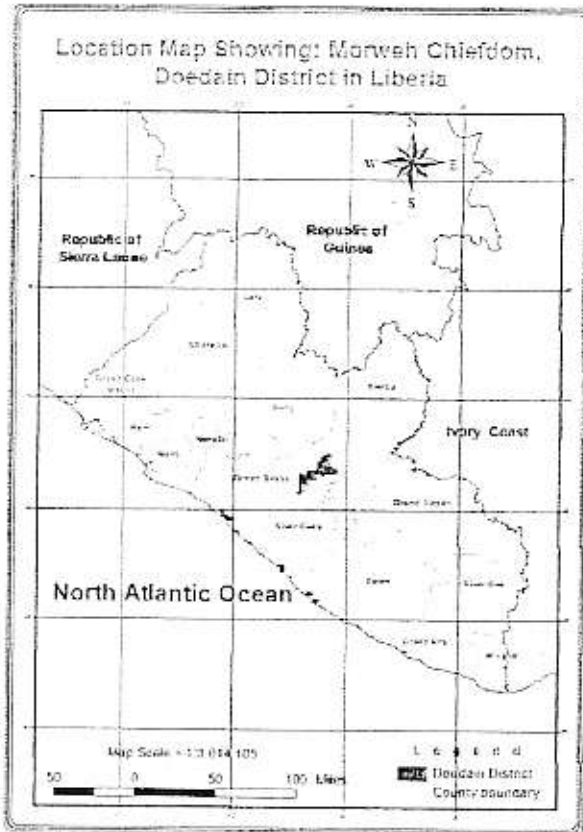
M.G. JG EGG W.Y. B.T.S.



M.H.W.

2. Metes and Bounds/Technical Description of Doedian District, Morweh
 Chiefdom Forest Land & Map

Starting at a point near the Timbo River; thence a line runs Due South for 9,017 feet to a point; thence a line runs Due East for 13,279 feet to a point; thence a line runs N 5° W for 7,316 feet to a point; thence a line runs N 84° E for 3,060 feet to a point; thence a line



runs Due North for 2,757 feet to a point; thence a line runs N 89° E for 2,990 feet to a point; thence a line runs N 60° E for 2,188 feet to a point; thence a line runs N 69° E for 3,202 feet to a point; thence a line runs Due North for 20,790 feet to a point; thence a line runs S 88° W for 12,772 feet to a point; thence a line runs N 32° E for 18,682 feet to a point; thence a line runs N 87° E for 19,831 feet to a point; thence a line runs Due North for 19,047 feet to a point; thence a line runs Due East for 6,798 feet to a point; thence a line runs S 39° W for 12,087 feet to a point; thence a line runs Due East for 2,365 feet to a point; thence a line runs N 2° E for 7,093 feet to a point; thence a line runs Due East for 36,061 feet to a point; thence a line runs N 5° E for 3,556 feet to a point; thence a line runs N 78° E for 10,869 feet to a point; thence a line runs N 17° E for 5,558 feet to a point; thence a line runs N 46° W for 17,798 feet to a point; thence a line runs N 31° W for 20,337

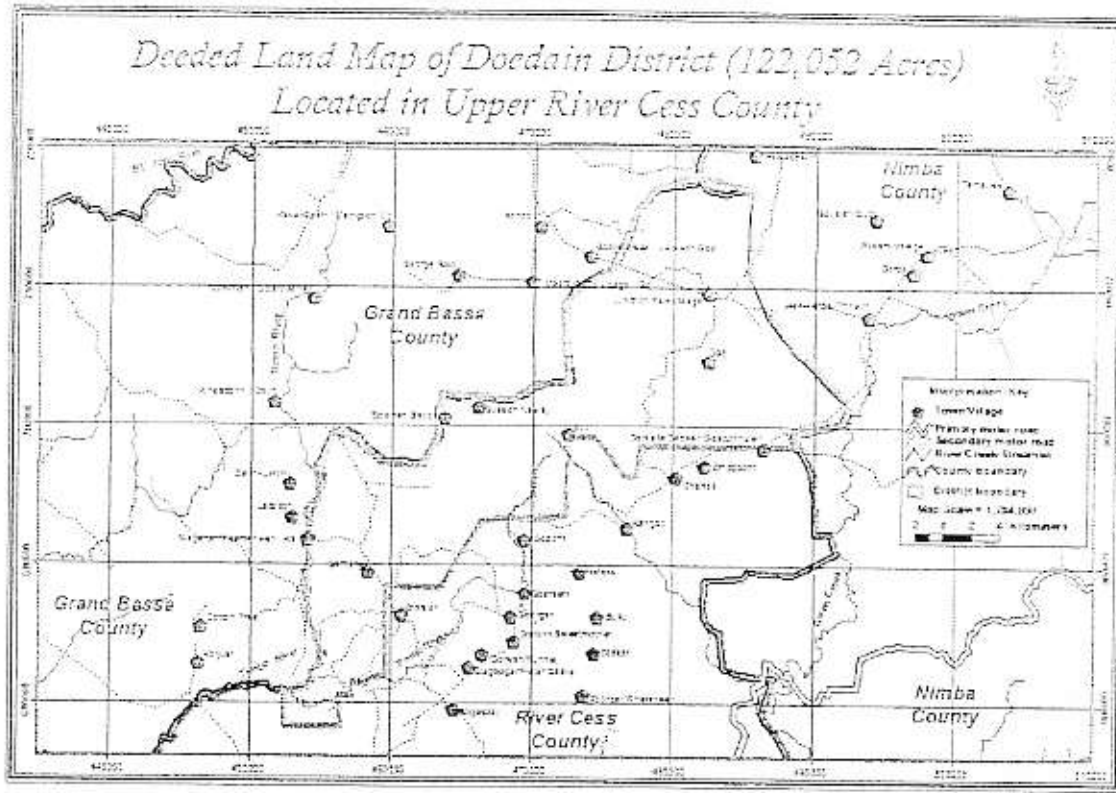
feet to a point; thence a line runs N 2° E for 19,960 feet to a point; thence a line runs N 77° W for 13,802 feet to a point; thence a line runs S 15° W for 7,028 feet to a point; thence a line runs S 3° W for 3,300 feet to a point; thence a line runs S 72° W for 10,179 feet to a point; thence a line runs S 40° W for 7,296 feet to a point; thence a line runs S 21° W for 14,290 feet to a point; thence a line runs S 54° W for 14,393 feet to a point; thence a line runs S 2° E for 19,504 feet to a point; thence a line runs N 89° W for 6,948 feet to a point; thence a line runs S 58° W for 7,298 feet to a point; thence a line runs N 86° W for 16,843 feet to a point; thence a line runs S 5° W for 10,396 feet to a point; thence a line runs S 29° W for 7,764 feet to a point; thence a line runs N 86° W for 8,943 feet to a point; thence a line runs N 51° W for 13,775 feet to a point; thence a line runs S 21° W for 11,261 feet to the point on the Timbo River; thence a line runs along the Timbo River in the Southern direction for 65,002 feet to the point of COMMENCEMENT, containing 49,394 hectares of land and NO MORE.

mg JG EAG. W.Y. B.T.S.



Mxd

Map of Doedian Forestland



3. Contract Objective

- To harvest merchantable tree species from 49,394 hectares of tract of land otherwise called the Morweh Forest Land
- To engage in reforestation of the area involving indigenous species
- To create alternative uses of the tract of land after harvesting of trees
- To create employment for about 300 locals of the contract area and surrounding towns and villages.

4. Contract Duration

The contract shall be for thirty (30) 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

M.G.

J.G. E.G.G. W.N. B.T.S.

5

M.P.

PD

established for the tracking of logs, timber and wood products from forest to processing and then to domestic or foreign market shall be managed by Societe Generale de Surveillance (SGS) using SGS/Helveta equipment and software as provided for by section 3.2 (3) of the Chain of Custody System Management Contract of 2007.

6. **Land Rental & Stumpage Tax**

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

7. **Other Fees & GOL Taxes**

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

8. **Pre-felling Date**

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

- a. Posting US\$50,000.00 performance bond
- b. Submission of initial annual operations plan
- c. Environmental Impact Assessment
- d. Social Contract

9. **Employment**

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

Termination

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

9. **Force Majeure**

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

mg

J.G. E.G.G. W.Y. B.T.S.



Handwritten signature/initials

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.

MG



JG E.G.G. W.Y., B.T.S.



7
Mga

FOR THE AUTHORITY

Fally
Witness

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

FOR THE PEOPLE OF DOEDIAN DISTRICT, MORWEH CHIEFDOM

Elijah Whornee
Elijah Whornee/Youth Leader

Juliet Gangan
Juliet Gangan/Member

Mary Gangan
Mary Gangan/Treasurer

James R. Baye
James R. Baye/Co-Chairman

Bentson T. Zarckoh
Bentson T. Zarckoh/Chairman

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



TROPICAL TIMBER INCORPORATED (TTI)
P.O. Box 1000, Paynesville, Liberia
L-1111

Monday, March 14, 2011

Hon. Ketrick F. Johnson
Acting Managing Director
Liberia's Forestry Development Authority
Weh Town, Mount Barclay
Monrovia, Liberia

Dear Hon. Director:

We are pleased to inform you that the citizens, including the Commissioners, Paramount Chiefs, Elders, Youth Leaders and other Stakeholders of Lower and Upper District #3, Grand Bassa County, Gbi-Danu and Yahwein Marzonoh Districts of Nimba County and Doedain District, Rivercess County met in a Citizens meeting for the purpose of discussing the possibility of granting Tropical Timber Incorporated (TTI), a registered company operating under the Laws of the Republic of Liberia the right to sustainably manage and exploit the forest on their Deeded lands.

Hon. Johnson, after a lengthy discussion and deliberations of the issues, the Citizens of the above mentioned Districts agreed and confirmed their commitment to grant Tropical Timber Incorporated rights to the management of said forest in their beloved Counties.

Against this background, we hereby submit legal documents, including deeds and technical information of said forest to your office and humbly request that you kindly issue a Private Use Permit (PUP) to Tropical Timber in consonance with the new National Forestry Law of 2006 and Community Rights Law of Liberia.

Thanking you for your kind and usual cooperation,

I remain,

Sincerely yours,


Sam A. Hicks
SENIOR DIRECTOR

MG. J.G. EGG W.Y. B.T.S.



MYA

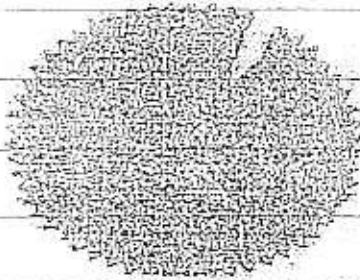
10

Doelamin

577000

THIS IS TO CERTIFY that the Document herein is the correct Copy of the Aborigine's Land Deed FROM the Republic of Liberia to Chiefs Gbarr-Teay and Kparr Bayu and people situated in Dolay, Morweh, Grand Bassa County, Registered according to Law in Volumn 19 page 204-205 of the Record of Grand Bassa County, filed in the Archives of the Ministry of Foreign Affairs.

GIVEN UNDERMY hand and seal of the Ministry of Foreign Affairs this 11th day of February 1973 and of the Republic the one hundred forty sixth.



C. Cecil Dennis, Jr.
MINISTER OF FOREIGN AFFAIRS

Checked By:

Augustine D. Jallah
DIRECTOR OF ARCHIVES



MG. JG EGG. WY. B.T.S.

MAD

D

ABORIGINEE'S LAND

TO ALL TO WHOM THESE PRESENTS SHALL COME:—Whereas it is the true policy of this Government to induce the Aborigines of the country to adopt civilization and be become loyal citizens of the Republic and whereas one of the best means thereto is to grant land in fee simple to all those showing themselves fit to be entrusted with the rights and duties of full citizenship as voters, and whereas Chiefs Gbarr-Teay and Kparr Sayuo and their people of Dolay, Morweh Chiefdom, Grand Bassa County has shown themselves to be people entrusted with the/said rights and duties. Now Therefore Know Ye: That I Edwin Barclay, President of the Republic of Liberia for and in consideration of the various duties of citizenship— hereafter to be legally perform by the said Chiefs Gbarr-Teay and Kparr Sayuo of Dolay, Morweh, Grand Bassa County Republic of Liberia, I Edwin Barclay, President of the Republic of Liberia for myself and my successor in office have granted and by These presence do give, grant and confirm unto the Said Chiefs Gbarr-Teay and Kparr Sayuo his, Heirs, executor, administrators and assigns forever, all that piece or parcel of land situated lying and being in Dolay Chiefdom in the County of Grand Bassa and bearing in the authentic Records of said Grand Bassa County the number _____ and bounded and described and as follows: Commencing from a Large Rock near Geo swamp bordered with Boin land thence running north

MG JG. E.G.G. W.Y. B.T.S

MOW

45° West, 1440 chain and 15 links along Boia land
to a point, thence turning angle northward 45°
Eastward 1040 chain and 5 links to a point, thence
right angle South 45° East, 1440 chain 15 links to
a point, thence turning right angle South 45° west
1040 chain 5 links to the point of commencement and
containing 140,000 Acres of Land and no more.

TO HAVE and to held the above granted premises, to-
gether with all and singular the buildings, impro-
vements and appertences thereof and thereto be-
longing to the said Chiefs Gbarr-Teay and Kparr
Sayuo of Dolay, heirs, executors, administrators or
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 Chiefs
Gbarr-Teay and Kparr Sayuo heirs, executors, admin-
istrators or assigns that at the ensembling hereof,
I the said Edwin Barclay, President as aforesaid by
virtue of 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 successor in office will forever
warrant and defend the said Gbarr-Teay and Kparr
Sayuo (Chiefs) heirs, executors, administrators, or
assigns, against the lawful claims of all persons to
any part of the above granted premises,

MG. J.G. E.G.G. W.Y. B-T.S

MJW

In witness whereof I the said
Edwin Barclay, President of
Liberia have hereunto set my
Hand and cause the seal of
the Republic to be affixed
this 26th Day of August A.D.
1924 and the Republic the
Seventy Eight year.

Signed: Edwin Barclay
PRESIDENT

John J. Johnson
Land Commissioner
Grand Bassa County

E N D O R S E M E N T

ABORIGINEE'S LAND DEED FROM THE REPUBLIC OF LIBERIA
To Gbarr-Teay and Kparr Sayuo (Chiefs) Chiefs of
Dolay, Morweh Chiefdom and People, of Grand Bassa County

G. J. G. E. G. W. Y. B. T. S.

MON

REPUBLIC OF LIBERIA
MINISTRY OF LANDS, MINES AND ENERGY

COPY

June 8, 2011

Hon. Moses D. Wogbeh, Sr.
MANAGING DIRECTOR
Forestry Development Authority
P.O. Box 10-3010
Monrovia, Liberia

Dear Hon. Wogbeh:

We write to present our compliments, and acknowledge receipt of your letter dated 27th May 2011, requesting the Ministry of Lands, Mines & Energy to review, verify and authenticate deeds pertaining to Tienpo Gheapo District, Cavalla District and Doelain, Morweh Chiefdon, Grand Bassa County.


Hon. Wogbeh, we are also pleased to inform you that the documentations for review were checked by our offices and were found authentic as to the metes and bounds and technical descriptions.

In so doing, we advise that the Forestry Development Authority should proceed in granting the PRIVATE USE PERMIT to the people of the above communities in fostering their goals.

We hope to always assist the Forestry Development Authority in these endeavors.

Kinds regard.

Sincerely yours,


Maxwell C. F. Gwee
ACTING ASSISTANT MINISTER
Department of Lands, Surveys & Cartography

M.G. J.G. E.G.G. W.Y. B.T.S.



Maw

#

Forestry Development Authority


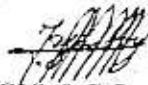
P.O. Box 10-3010

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



MEMORANDUM

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

FROM: John D. Kantor, Snr. 
Technical Manager/R&D
&
Towon Nyenty 
Acting Manager/GIS & RS

Subject: *Authentication & Verification of Deeded Land Property in Doedian District, River Cess County.*

DATE: Monday, May 30, 2011

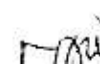
Background

Predicated on a written communication dated March 14, 2011, under the signature of the Senior Director of Tropical Timber Incorporated (TTI), requesting the Forestry Development Authority to authenticate, verify and issue Private Use Permit (PUP) for some forests in different localities in Liberia specifically, Doedian District, Morweh Chiefdom, River Cess County, a team of technicians from the FDA, blended with the Regional Staff was mandated by management to visit those areas for detail ground truthing and authentication of the area for Management's reaction.

Field Patrol

During the period April 1-15, 2011, 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 Acting GIS Manager, Assistant Chief Surveyor and the Contract Administrator handled all Technical issues relating to the deed location, boundaries and commencement/starting points.

M.G. J.G. E.G.G. W.Y. B.T.S



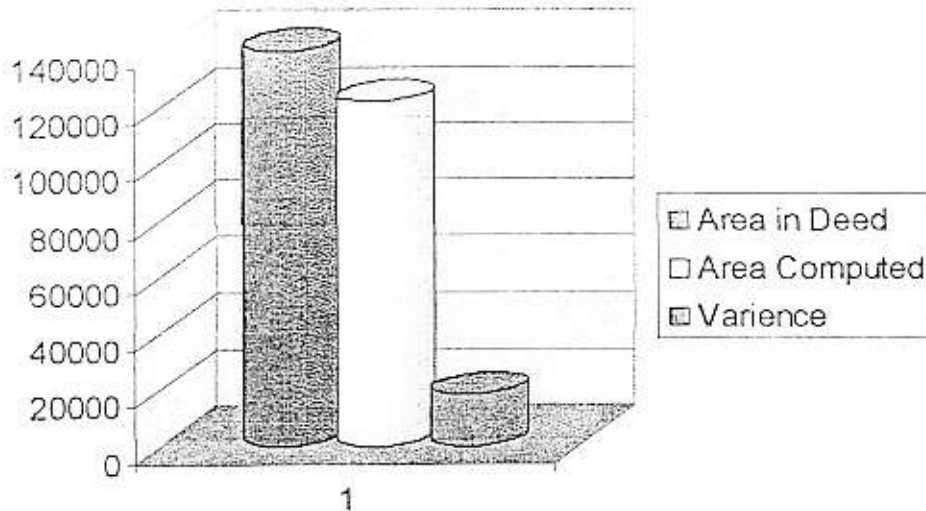
Findings

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

- ✦ Indeed the Deeded land property truly lies within northern River Cess County, specifically in Morweh Chiefdom, Jeuwein, Norwein, Bahr, Zarkue and Central Morweh Clans, River Cess County.
- ✦ The land belongs to a group of people and not a particular tribe or person;
- ✦ The area doesn't overlap with any ratified Forest Management Contracts, Protected and Proposed Protected Areas.
- ✦ The area in question is 34 kilometers away from International Consultant Capitol/FMC "K", 51 kilometers away from LTTC/MANDRA/FMC "C" and 66 kilometers away from EJ & J/MANDRA/FMC "B".
- ✦ The total land mass stipulated in the deed is 140,000 acres.
- ✦ Technically, because of the land designation and suitability of the area, the area was later reduced to accommodate other land uses.
- ✦ 100% of the land area falls within Doedian District, Morweh Chiefdom.
- ✦ Large portion of all the area, particularly the western and eastern portions as described in the deed consists of primary forests and species except those areas in the east almost near the main road leading to ICC/FMC "K" consists of farmland;
- ✦ The area is the home of some un-protected wildlife animals species
- ✦ Large portion of all the area is suitable for harvesting (commercial logging).
- ✦ Topographically, almost the entire land mass in the deed submitted to FDA is relatively flat with few water ways.
- ✦ The entire community proves that the deed is a family deed, and that the community has no problem with FDA granting permission to their representative (Tropical Timber Incorporated.) to conduct logging.

MG. J.G. E.G.G. W.Y. B.T.S.

Histogram Analysis of Morweh's Chiefdom



Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing which lasted from (April 1-15), we herein recommend:

- ✦ That the deed be forwarded to the Ministry of Lands, Mines & Surveys offices, especially cartography section for authentication and approval. 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 Land totaling 122,050 acres or 49,394 hectares, as described in the below computed Metes & Bounds to the people of River Cess County 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.

MG. J.G. E.G.G. W.Y. B.T.S.

Metes & Bounds

Starting at a point near the Timbo River; thence a line runs Due South for 9,017 feet to a point; thence a line runs Due East for 13,279 feet to a point; thence a line runs N 5° W for 7,316 feet to a point; thence a line runs N 84° E for 3,060 feet to a point; thence a line runs Due North for 2,757 feet to a point; thence a line runs N 89° E for 2,990 feet to a point; thence a line runs N 60° E for 2,188 feet to a point; thence a line runs N 69° E for 3,202 feet to a point; thence a line runs Due North for 20,790 feet to a point; thence a line runs S 88° W for 12,772 feet to a point; thence a line runs N 32° E for 18,682 feet to a point; thence a line runs N 87° E for 19,831 feet to a point; thence a line runs Due North for 19,047 feet to a point; thence a line runs Due East for 6,798 feet to a point; thence a line runs S 39° W for 12,087 feet to a point; thence a line runs Due East for 2,365 feet to a point; thence a line runs N 2° E for 7,093 feet to a point; thence a line runs Due East for 36,061 feet to a point; thence a line runs N 5° E for 3,556 feet to a point; thence a line runs N 78° E for 10,869 feet to a point; thence a line runs N 17° E for 5,558 feet to a point; thence a line runs N 46° W for 17,798 feet to a point; thence a line runs N 31° W for 20,337 feet to a point; thence a line runs N 2° E for 19,960 feet to a point; thence a line runs N 77° W for 13,802 feet to a point; thence a line runs S 15° W for 7,028 feet to a point; thence a line runs S 3° W for 3,300 feet to a point; thence a line runs S 72° W for 10,179 feet to a point; thence a line runs S 40° W for 7,296 feet to a point; thence a line runs S 21° W for 14,290 feet to a point; thence a line runs S 54° W for 14,393 feet to a point; thence a line runs S 2° E for 19,504 feet to a point; thence a line runs N 89° W for 6,948 feet to a point; thence a line runs S 58° W for 7,298 feet to a point; thence a line runs N 86° W for 16,843 feet to a point; thence a line runs S 5° W for 10,396 feet to a point; thence a line runs S 29° W for 7,764 feet to a point; thence a line runs N 86° W for 8,943 feet to a point; thence a line runs N 51° W for 13,775 feet to a point; thence a line runs S 21° W for 11,261 feet to the point on the Timbo River; thence a line runs along the Timbo River in the Southern direction for 65,002 feet to the point of COMMENCEMENT, containing 122,050 acres of land and NO MORE.

Cc/
DMDA
Law Office
Commercial Department
File

mg. Jg. E.G.G. W.Y. B.T.S.



4
Maw



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

19TH day of APRIL

A. D. 20¹¹

qualified Notary Public for and in the County of Montserrado and
in the Republic Aforesaid the Parties to the attached documents:-

MEMORANDUM OF UNDERSTANDING MADE AND ENTERED INTO THIS
8TH DAY OF APRIL, A.D. 2011, BY AND BETWEEN THE PEOPLE
OF BAH AND ZARQUE CLAN, GARWIN CHIEFDOM DOEDAIN/MORWEH
DISTRICT, RIVERCESS COUNTY, REPUBLIC OF LIBERIA, (HERE-
INAFTER REFERRED TO AS "PARTY OF THE FIRST PART/OWNERS
OF THE FOREST LAND") AND MESSERS. TROPICAL TIMBER INCOR-
PORATED (TTI) (HEREINAFTER REFERRED TO AS "PARTY OF THE
SECOND PART/LESSEE"). ATTACHED IS A MAP OF DOEDAIN DIST-
RICT.

and did in my presence and in the presence of each other execute
and signed their genuine signatures on the said Instruments (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 their voluntary acts and
in their own hand writing.

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

I have affixed my genuine Signature attesting to
this transaction by the power vested in me this

19TH day of APRIL, A. D. 20¹¹

Mamie

M

H

MARY MAMIE HOWE

REFERENCED BY: CLERK J. EMMANUEL BERRY

NOTARY PUBLIC, MONTSERRADO COUNTY, R.L.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) MADE AND ENTERED INTO THIS 8th DAY OF April A. D. 2011 BETWEEN THE PEOPLE OF BAH AND-ZARQUE CLAN, GARWIN CHEIFDOM DOEDAIN / MORWEH DISTRICT, RIVERCESS COUNTY, REPUBLIC OF LIBERIA REPRESENTED BY THEIR COMMUNITY FORESTRY DEVELOPMENT COMMITTEE (CFDC) HEREIN AFTER REFERRED TO AS "PARTY OF THE FIRST PART/ OWNERS OF THE FOREST LAND" AND MESSERS. TROPICAL TIMBER INCORPORATED (TTI), A COMPANY DULY REGISTERED AND OPERATING UNDER THE LAWS OF THE REPUBLIC OF LIBERIA, REPRESENTED BY ITS GENERAL MANAGER, MR. SAM A. RICKS (HEREIN AFTER REFERRED TO AS "PARTY OF THE SECOND PART/LESSEE").

WITNESSETH:

WHEREAS, party of the First Part, having been freeholder of a titled deed for 122,052 acres of forest land within the tribal domain of Bah And Zarque Clan, Garwin Cheifdom Doedain (Morweh) District, Rivercess County, Republic of Liberia as described in a Aboriginee's Deed duly signed by President Edwin Barclay and certified by Minister of Foreign Affairs C. Cecil Dennis in 1975 according to the Law photocopy of which is herewith attaches as appendix A to form cogent part of the MOU, and said area was also incorporated by Act of Legislation in 1976, which gives party of the first part the authority and right to own, control, dispose, lease or assign any portion of forest area to any person or persons, company or Intemational Organization who may desire to operate in the domain of the Chiefdom, Township. Said Party of The First Part desires to lease and/or assign portion of their forest land 122,052 acres to Party of the Second Part Tropical Timber Incorporated TTI for Logging & Agro-forestry Project.

WHEREAS, Party of the Second Part TTI also agrees to do business with Party of The First Part/OWNER of forest land by means of establishing a logging industry in the domain of Bah And Zarque Clan, Garwin Cheifdom Doedain / Morweh District, Rivercess County, and any other which shall be deemed expedient for Socio-Agro-economic Development of Morweh District, Rivercess County, Republic of Liberia.

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

1. That Party of The First Part/OWNER hereby agree to lease or grant to Party of The Second Part/TTI portion of the 122,052 acres of forest land to carry out its logging operation in the Tribal Domain of Bah And Zarque Clan, Garwin Cheifdom Doedain / Morweh District, Rivercess County, for a period of twenty five years certain, commencing the 8th day of April A.D. 2011 up to and including 8th day of April A.D.

M.G. J.G. E.G.G. W.Y. B.T.S.

MBA

2036 which is an option to renew with terms and conditions to be agreed upon by the Parties hereto.

2. That for and in consideration of the use and occupancy of the premises of the area 122,052 acres of forest Land for Party of The First Party/OWNER, the Party of The Second Part/TTI agrees to pay a fixed royalty of one United States Dollar fifty cents (\$1.50) per cubic meter of each log felled and extracted for export as round log according to FDA's waybill, and one United States Dollar fifty cents (\$1.50) per cubic meter of each log extracted for processing within the Republic of Liberia as Finished Product.
3. It is also mutually agreed and understood by the parties herein that sub-let of any portion of the whole of the forest land leased, given, or granted to Party of The Second Party/TTI during the life of this Memorandum of Understanding.
4. That for and in consideration of the terms and conditions herein granted, Party of Second Party/TTI agrees to pay Party of The First Party/OWNERS or the people of **Bah And Zarque Clan, Garwin Cheifdom Doedain / Morweh District, Rivercess County**, the following facilities for Socio-economic development of their area herein mentioned supra. The specific Socio-economic development projects shall form a part of the "Social Agreement" subject to modification by mutual consent and duly attested by the FDA as required by law.
5. It is also agreed and understood by both parties that all projects identified herein by the Party of The First Part/OWNER shall be completed by The Party of The Second Part/TTI, LEASSEE within the period of its logging operation in the tribal domain of **Bah And Zarque Clan, Garwin Cheifdom Doedain / Morweh District, Rivercess County**, in other words, during its first three (3) years period of operation.
6. It is further agreed that the royalty when due payable, shall be computed at the end of each month. The Party of the Second Part/TTI shall also provide the party of the First Part/OWNER with copies of FORESTRY Waybill to substantiate the royalty payment.
7. It is also agreed and understood by the parties hereto that 50% of the employees (Staff, skilled and unskilled laborers of The Party of The Second Part/TTI shall be only citizens of **Doedain / Morweh District, Rivercess County**, also their salaries/wages shall be made available in foreign exchange or United States Dollars during the life of this Memorandum of Understanding.
8. It is also mutually agreed and understood by the parties herein that the terms and conditions provided for this memorandum of Understanding shall extend and be binding upon the parties hereto, their heirs, assigns, administrator, executors and successor-in-business during the full and complete period herein granted subject to modifications by mutual consent of both parties.

MG. JG. E.G.G. W.Y. A.T.S. MMW

COMMUNITY FORESTRY DEVELOPMENT COMMITTEE (CFDC) OF Morweh District,
Rivercess County

Mr. Thirachoh - Chairman

George Karl - member

George Karl - member

Elisole Williams

Henry B. Guel Gasee

Mary Gaye Treasure

Verdian J. Dahun

Tommy Zanga

Tropical Timber Incorporated TTI

Samuel

[Signature]

[Signature]

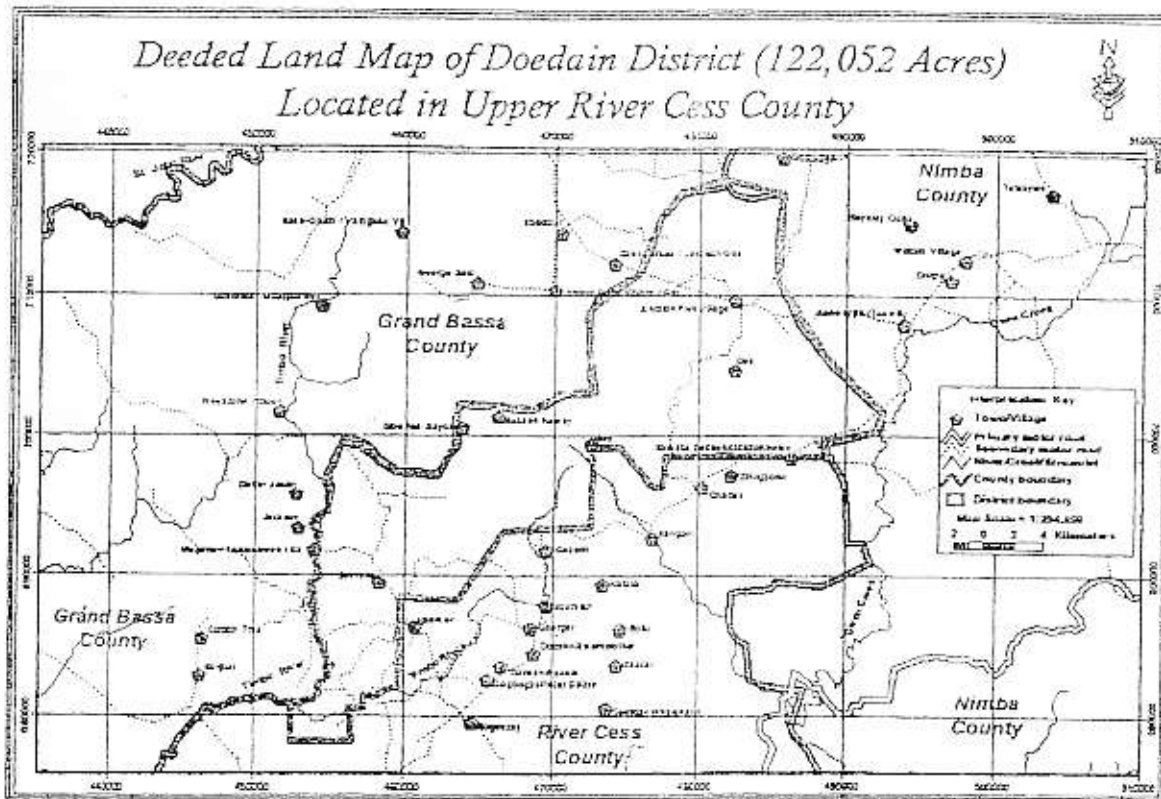
M.G. J.G. E.G.G. W.Y. B.T.S.

M.M.W.

[Signature]

Socio-Economic Development Projects to be Specified in the Social Agreement

1. Construction of farm to market roads with solid concrete bridges (metal or concrete) in the area of operation;
2. Construction of a School building for Junior and Senior High School with all necessary facilities as determined by district development priorities;
3. Construction of Hospital/Health facility at the headquarters of the district with all needed facilities therein as determined by district development priorities;
4. Construction of a Market building of an acceptable standard in the area;
5. Construction of a Town Hall at the Headquarters of the district to facilitate the running of the affairs of the district as determined by district development priorities;
6. Construction of hand pumps and pit latrines in selected Towns and Villages as determined by district development priorities;
7. Development of agro-forestry resources such as tree crops or reforestation of areas logged by TFI;
8. Provision of scholarships for High school graduates to attend higher institutions of learning;
9. Construction of logging company camps with housing and facilities built with dirt/concrete bricks; and
10. Any other projects that are mutually agreed upon by the Parties.



m.g. J.G. E.G.G. W.Y. B.T.S. m.d.