

Private Use Permit
Contract
Between The
Forestry Development
Authority
&
*The People of
Konado/Konobo District,
Grand Gedeh County*

F.D.A.

P.O. Box 10-3010

Whein Town, Mount Barclay

1000, Monrovia 10 Liberia

Monday, July 18, 2011



PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF KONADO DISTRICT, GRAND GEDEH COUNTY, FOR THE HARVESTING OF 54,340 HECTARES OF FORESTLAND

THIS CONTRACT made and entered into this 18th day of July 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 Konado District, Grand Gedeh County, hereinafter referred to as Konobo, represented by Charlie G. Tyne, Paramount Chief, Moses K. Gee, Jr., Youth Leader, Nancy Z. Quaye, Chairlady, David G. Waylee, Chief Elder and Edward N. Doe, Clan Chief, 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 Konado are legitimate owners of a tract of forestland of 54,340 hectares by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, the Konado District encompassing of Lower Gbardru, Upper Gbillibo, Nenebo, Gboawon, Chatten and Dugbehbo clans made an application to the Authority on Monday, May 23, 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 Public Land Grant Deed issued December 13th, 1949 and probated on January 4th, 1950 under the signature of President William V.S. Tubman, in proof of ownership of the subject tract of land is hereto attached and marked Exhibit "B" to form a cogent part of this Permit;

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

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WHEREAS, validation of the area in keeping with Section 5.6 (d) (ii) of the NFRL and Section 61 of FDA Regulation 102-07 shows that the said tract of land is suitable for commercial forestry. Said validation report is hereto attached and marked Exhibit "D" to form also an integral part of this contract;

WHEREAS, **Konado/Konobo** is desirous of commercializing harvestable tree species on the said tract of 54,340 hectares of land;

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

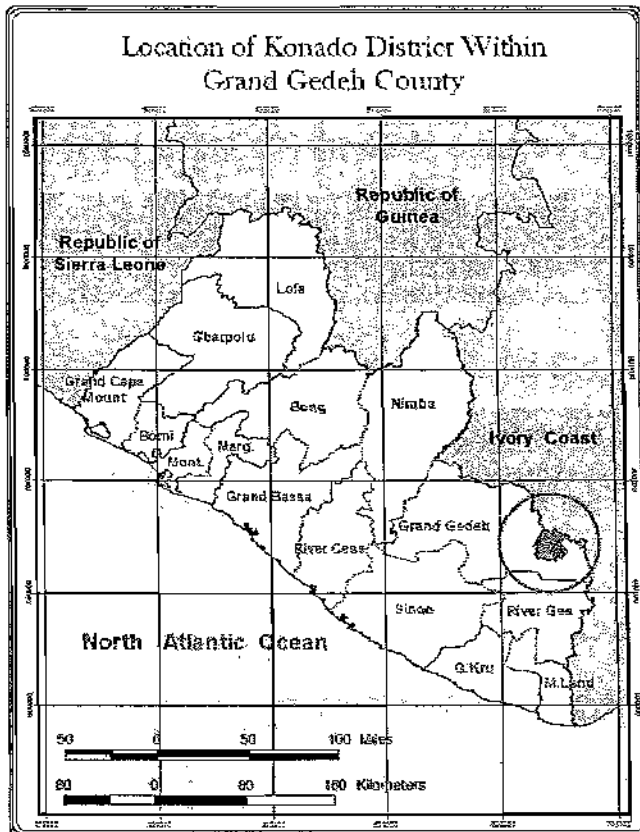
- a. Authority: The Forestry Development Authority (FDA) created by an Act of the Legislature on November 1, 1976.
- b. Annual Operations Plan: the plan that guides the annual operations of the Holder
- c. Chain of Custody: the path of custodianship followed by logs, Timber and wood products through 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.

- 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 Konado/Konobo District Forest Land & Location Map

The boundary line of Konado/Konobo District area commences at a point marked on the surface of the Earth which serves as the common boundary between Konobo District and Kaneh Konobo District ($5^{\circ}48'06.57''$ N - $7^{\circ}50'24.12''$ W);



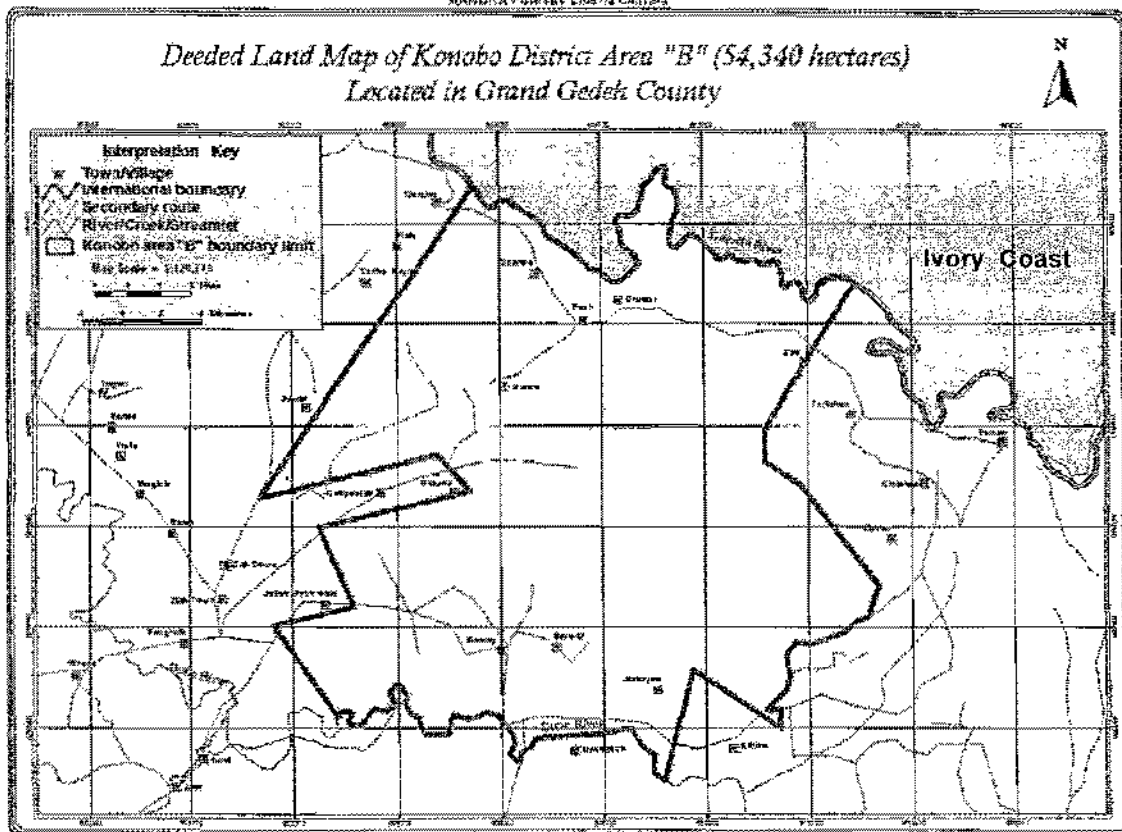
then a line runs N 34° E for 18,615 meters to the point on the Cavalla River which forms the boundary between Liberia and the Ivory Coast; then a line runs along the Cavalla River in the Eastern direction for 34,579 meters to a point; then a line runs S 31° W for 8,479 meters to a point; then a line runs Due South for 1,609 meters to a point; then a line runs S 57° E for 2,253 meters to a point; then a line runs S 37° E for 6,075 meters to a point; then a line runs S 18° W for 1,630 meters to a point; then a line runs S 64° W for 832 meters to a point; then a line runs S 49° W for 671 meters to a point; then a line runs S 70° W for 1,710 meters to a point; then a line runs N 82° W for 696 meters to a point; then a line runs S 40° W for 838 meters to a point; then a line runs S 12° E for 992

meters to a point; then a line runs S 12° W for 740 meters to a point; then a line runs S 44° W for 1,422 meters to a point; then a line runs N 85° E for 681 meters to a point; then a line runs Due South for 946 meters to a point; then a line runs N 56° W for 5,147 meters to a point; then a line runs S 14° W for 5,634 meters to the point on the Dube River; then a line runs along the Dube River in the Western direction for 24,957 meters to a point; then a line runs N 34° W for 5,316 meters to a point; then a line runs N 75° E for 4,081 meters to a point; then a line runs N 23° W for 4,291 meters to a point; then a line runs N 76° E for 7,432 meters to a point; then a line runs N 41° W for 2,401 meters to a point; then a line runs S 76° W for 8,794 meters to the point of COMMENCEMENT, embracing 134,278 acres of land and NO MORE.

M *KS*

Map of Konado District Forestland

MANORA Forest Liberia Limited



3. Contract Objective

- To harvest merchantable tree species from 54,340 hectares of tract of land otherwise called the Konado/Konobo 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 twenty five (25) years, the land area being an FMC.

5.

Chain of Custody System

In keeping with Section 13.5 of the National Forestry Reform Law of 2006 and sections (1-35) of FDA Regulation 108-07, the Chain of Custody System will apply during the life and implementation of this contract. The system so established for the tracking of logs, timber and wood products from forest to processing and then to domestic or foreign market shall be managed by Societe

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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.

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.

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FOR THE AUTHORITY



Witness

Approved: 

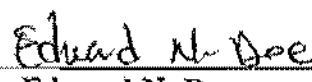
Moses D. Wogbeh, Sr.
Managing Director




FOR THE PEOPLE OF KONADO/KONOBO ADMINISTRATIVE DISTRICT



Charlie G. Tyne
Paramount Chief/Konado District



Edward N. Doe
Chief Elder/Konado District

Approved 

Florence E. Brown
Chairman-FDA Board of Directors



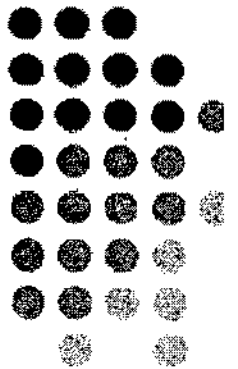
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Konado District Representatives Grand Gedeh County

Zwedru City, Liberia



May 6th 2011

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


Dear Hon. Director:

Reference to your letter MD/114/2011/-22 dated April 1st 2011 through the Ministry of Internal Affairs, in which you requested the District through our Forest Management Committee to submit a clearer photo copy of the Konado Deed to enable your team of experts to conduct field ground base validation and verification of the deed under consideration; we are humble to submit copies of our agreement and deed to your institution for the purposes of validation and subsequent issuance of a Private Use Permit (PUP).

Hon. Managing Director, our institution, including the people of Konado/Konobo District would be glad if your entity can carefully and technically review our documentations in accordance with the existing laws.

Thanks for your prompt responses to our communications; we appreciate your professional work and kindness.

Best wishes,

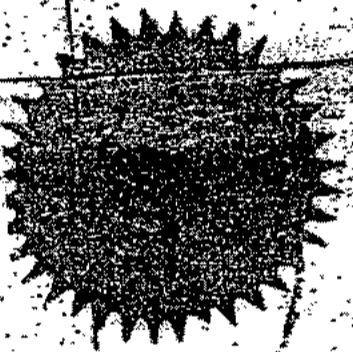

Charles G. Tyne
PARAMOUNT CHIEF
Konado District
Grand Gedeh County

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THIS IS TO CERTIFY THAT the document herein is a true and correct copy of a public Land Grant-Tribal Territory from the Republic of Liberia to the people of **Konade**, Gbeapo District Grand Gedeh County as Recorded in Volume 485-86 pages 198-199 of the Grand Gedeh County, R.L. Filed in the Center for National Documents and Records Agency/National Archives, R. L.

reg. 1/2/09



GIVEN UNDER MY HAND AND SEAL OF THE CENTER FOR NATIONAL DOCUMENTS AND RECORDS AGENCY NATIONAL ARCHIVES R.L. THIS FOURTH DAY OF FEBRUARY A.D. 2009



CHECKED BY:  JOSEPH W. WILLIAMS
SENIOR DIRECTOR OF RECORDS AND LETTERS
C.N.D.R.A./NATIONAL ARCHIVES R.L.

MD FOR 15

REPUBLIC OF LIBERIA
PUBLIC LAND GRANT TRIBAL TERRITORY

TO WHOM THESE PRESENTS MAY COME WHEREAS IN THE 2ND Section of an Act of the Legislature of Liberia entitle "An Act for the Government of Districts in the Republic inhabited by Aborigines approved January 25, 1905 was provided that there should be granted to its inhabitants of each town for agriculture purposes, and whereas people of Tienpo Chiefdom and the Tribal people of Tienpo, Gbepe District Number Two (2) of Grand Gedeh County and the inhabitants of said Tienpo Chiefdom Gbeape District No.2 to the Number of heads of families, have applied for a grant of land in accordance with the provisions of said Act; now therefore, subject in reserving the possession of all minerals public auction 2 Articles 2 of the Act approved; February 4th, 1924, contained in the sub-soil of the reality hereby granted for agriculture purposes as herein stipulated and cultivation of said land to be perform by the grantees, and their heirs, I Samuel K. Doe, President of the Republic of Liberia, for myself and my successor in office, subject to the reservation herein contained have granted, and by these presents do give, grant and confirm unto the said people of Tienpo, Gbeape District Number 2, Grand Gedeh County and to the inhabitants aforesaid and their heirs, as tenants in common forever, all that piece or parcel of land situated, lying and being in the Gbeape District Number 2, Grand Gedeh County and bearing in the authentic records of said District Number 2, and bounded and described as follows:

The boundary line of Konobo District starts at a point, Kola Tree, which is 3,797 meters away from Ziah Town; thence a line runs N 34°E for 18,615 meters to the point on the Cavalla River which forms the boundary between Liberia and the Ivory Coast; thence a line runs West for 1,458 meters to a point; thence a line runs S 2° W for 4,313 meters to a pint; thence a line runs S 49° W for 2,307 meters to a point; thence a line runs S 46°E for 1,463 meters to a point; thence a line runs West for 7,295 meters to a

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point; thence a line runs West for 7,073 meters to a point; thence a line runs N 3° W for 1,371 meters to a point; thence a line runs West for 3,296 meters to a point; thence a line runs South for 1,480 meters to point thence a line runs S 63° W for 6,905 meters to a point; thence a line runs S 14° W for 5,330 meters to the point on the Dube River; thence a line runs along the Dube River in the Southeastern direction for 32,517 meters to a point; thence a line runs N 33° E for 4,523 meters to a point; thence a line runs S 57° E for 11,094 meters to the point of COMMENCEMENT, containing 186,151 acres of land and NO MORE.

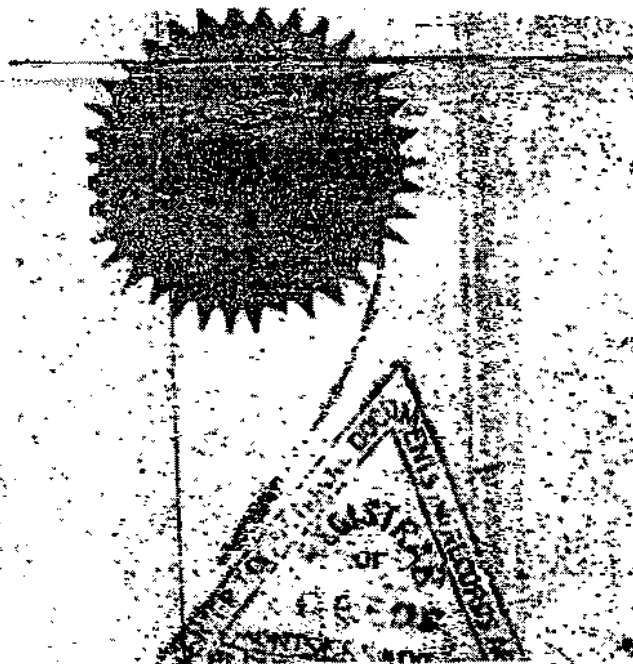
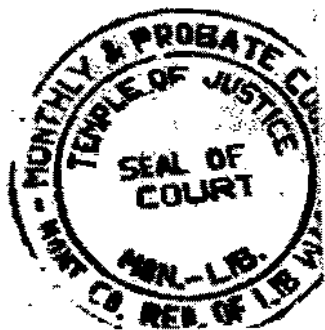
The granted covenant with the perform of the following duties: That they will cultivate the land hereby granted by the planting thereon from the time of such agricultural products as may described by government

Regulations that **one fourth of the land hereby granted shall be maintained as forest reserved** and that the grantees shall at all times conform to the sanitary Regulations prescribed by law or regulation. Failing the performance of these obligations this granted shall become null and void, otherwise, to remain in full force and virtue.

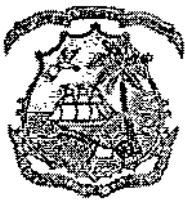
TO HAVE AND TO HOLD the above granted premises, together with all and singular the building, improvements and appurtenances thereto and their forever, And I the said **Samuel K. Doe**, President aforesaid, for myself and my successors in office do covenant to with the said Tienpo people and their heirs that the en sealing hereof, I, the said Samuel K. Doe, President aforesaid for myself and my successor in office by virtue of my office and authority of said act had good right and authority to convey aforesaid premises to the people of Tienpo and the Tribal people of Tienpo Chiefdom, Gbeapo District No. 2 of Grand Gedeh County and inhabitants hereof as benefits in common. And the said Samuel K. Doe President as aforesaid, and my successor, in office, subject to the reservation herein expressed, will forever warrant and defend the land of the said people of Tienpo and the Tribal people of Tienpo chiefdom,

Samuel K. Doe
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Gbeapo District Number 2 and the inhabitants said are their heirs against the lawful claims of all persons claiming any part of the above granted premises. The above granted land cannot be sold, transferred or assigned without written concern of the Government of Liberia.



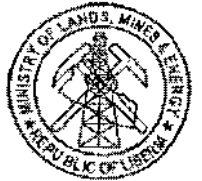
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REPUBLIC OF LIBERIA
MINISTRY OF LANDS MINES & ENERGY

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



July 14, 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 2nd June 2011, requesting the Ministry of Lands, Mines and Energy to review, verify and authenticate deeds pertaining to Gbeapo, Konadu and Kaneh Districts, Grand Gedeh County and are also pleased to furnish you with the results.

Hon. Wogbeh, we are also pleased to inform you that the documentations for review were checked and found authentic as per their technical description.

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.

This Department shall endeavor always to assist your entity in these regards.

Sincerely yours,

Maxwell C. F. Gyee
Maxwell C. F. Gyee
ACTING ASSISTANT MINISTER
Department of Lands, Mines & Cartography



File.

*Mr. Saibeh, Tanager and
Kamfui*
*As per this community
kindly produce the
necessary documents
regarding the issuance
of a private use
permit in favor of
the said persons
MMA*
*15/7/11
JAC*

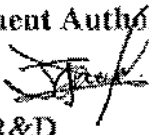



Forestry Development Authority
P.O. Box 10-3010
Elise Saliby's Compound
Kappa House, Congo Town
Monrovia, Liberia



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
Kaneh & Konado Districts, Grand Gedeh County.*

DATE: Monday, July 18, 2011

Background

Predicated on a written communication dated May 6 and May 31, 2011, under the signature of Messrs. Charles G. Tyne, Paramount Chief of Konado District and Daniel Nyemah, Paramount Chief of Kaneh Clan, Grand Gedeh County, requesting the Forestry Development Authority to authenticate, verify and issue Private Use Permits (PUP) for the respective forests in Grand Gedeh 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 June 1-22, 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 Regional Forester, Assistant Chief Surveyor and the Contract Administrator handled all Technical issues relating to the deed location, boundaries and commencement/starting points.





Findings

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

- Indeed the Deeded land property truly lies within Grand Gedeh 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 total land mass stipulated in the deed is exactly what is computed.
- The deeded land shares common border with Euro Liberia Logging Company/FMC Area "F"
- 100% of the land area falls within Tchien, Konobo and Glio-Twarbo Districts
- Large portion of all the area, particularly the western and central portions as described in the deed consists of primary forests and species except those areas in the south almost near the main rivulet leading Zwedru City consists of farmland;
- Majority of the villages in the north western portions of the forest consists of Ivorian refugees.
- 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, including the Superintendent and honorable representatives proves that the deed is a family deed, and that the community has no problem with FDA granting permission to their representative (Cavalla Forest Company.) to conduct logging.

Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing which lasted from (June 1-22), 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 Permits for Land totaling 54,340 hectares for the people of Konado and 75,333 hectares for the people of Kanch District, as described in the below computed Metes & Bounds to the people of Grand Gedeh 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.

Metes & Bounds Kaneh District Area "A"

The boundary line of Kaneh District area "A" commences at a point marked on the surface of the Earth which serves as a common border between Kaneh "A" and Konado "B", ($5^{\circ}48'06.57''$ N - $7^{\circ}50'24.12''$ W), which is 3,797 meters away from Ziah Town; thence a line runs N 34° E for 18,615 meters to the point on the Cavalla River which forms the boundary between Liberia and the Ivory Coast; thence a line runs along the Cavalla River in the Northern direction for 37,894 meters to a point; thence a line runs Due West for 1,458 meters to a point; thence a line runs S 2° W for 4,313 meters to a point; thence a line runs S 49° W for 2,307 meters to a point; thence a line runs S 46° E for 1,463 meters to a point; thence a line runs Due West for 7,295 meters to a point; thence a line runs S 4° E for 1,798 meters to a point; thence a line runs S 88° E for 1,353 meters to a point; thence a line runs S 2° E for 2,795 meters to a point; thence a line runs Due West for 7,073 meters to a point; thence a line runs N 3° W for 1,371 meters to a point; thence a line runs Due West for 3,296 meters to a point; thence a line runs Due South for 1,480 meters to a point; thence a line runs S 63° W for 6,905 meters to a point; thence a line runs S 14° W for 5,330 meters to the point on the Dube River; thence a line runs along the Dube River in the Southeastern direction for 32,517 meters to a point; thence a line runs N 33° E for 4,523 meters to a point; thence a line runs S 57° E for 11,094 meters to the point of COMMENCEMENT, embracing 186,151 acres of land and NO MORE.

Metes & Bounds Konado District Area "B"

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The boundary line of Konado/Konobo District area "B" commences at a point marked on the surface of the Earth which serves as the common boundary between Konobo District "A" and Kaneh District "B" ($5^{\circ}48'06.57''$ N - $7^{\circ}50'24.12''$ W); thence a line runs N 34° E for 18,615 meters to the point on the Cavalla River which forms the boundary between Liberia and the Ivory Coast; thence a line runs along the Cavalla River in the Eastern direction for 34,579 meters to a point; thence a line runs S 31° W for 8,479 meters to a point; thence a line runs Due South for 1,609 meters to a point; thence a line runs S 57° E for 2,253 meters to a point; thence a line runs S 37° E for 6,075 meters to a point; thence a line runs S 18° W for 1,630 meters to a point; thence a line runs S 64° W for 832 meters to a point; thence a line runs S 49° W for 671 meters to a point; thence a line runs S 70° W for 1,710 meters to a point; thence a line runs N 82° W for 696 meters to a point; thence a line runs S 40° W for 838 meters to a point; thence a line runs S 12° E for 992 meters to a point; thence a line runs S 12° W for 740 meters to a point; thence a line runs S 44° W for 1,422 meters to a point; thence a line runs N 85° E for 681 meters to a point; thence a line runs Due South for 946 meters to a point; thence a line runs N 56° W for 5,147 meters to a point; thence a line runs S 14° W for 5,634 meters to the point on the Dube River; thence a line runs along the Dube River in the Western direction for 24,957 meters to a point; thence a line runs N 34° W for 5,316 meters to a point; thence a line runs N 75° E for 4,081 meters to a point; thence a line runs N 23° W for 4,291 meters to a point; thence a line runs N 76° E for 7,432 meters to a point; thence a line runs N 41° W for 2,401 meters to a point; thence a line runs S 76° W for 8,794 meters to the point of COMMENCEMENT, embracing 134.278 acres of land and NO MORE.

Cc/
DMDA
Law Office
Commercial Department
File

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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
20th day of June, A. D. 20¹¹ duly
qualified Notary Public for and in the County of Montserrado and
in the Republic Aforesaid the Parties to the attached documents:-

Memorandum of Understanding by and between The People of Konado District,
hereinafter known and referred to as the Party of the First Part

AND

Atlantic Resources Limited, hereinafter known and referred to as the Party of the
Second Part

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
20th day of June, A. D. 20¹¹

MARY MAMIE HOWE

MTM

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MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is entered into this ^{15th 5/11} day of June AD 2011, by and between the people of Kanabo District, G. Gedeh County R.L. herein after referred to as party of the first part and the Atlantic Resources Limited county of Montserrat R.L. herein after referred to as party of the second part.

WITNESSETH

WHEREAS the people of Kanabo District, G. Gedeh County, are owners of a community forest by virtue of a title deed containing 75,234 hectares (186,131 acres) and no more and;

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

WHEREAS the people of said community have written a letter of invitation, inviting the Party of the Second part to carry out logging operations in their community forest, having had discussion and unanimously agreed on the aforementioned invitation and;

WHEREAS the Party of the Second Part, Atlantic Resources Limited have consented to the invitation aforementioned that is to carry out logging operation in said Community forest;

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

1. That the party of the first part, the people of Kanabo District assures the party of the second part, Atlantic Resources Limited that said Forest has no encumbrances; hence the part of the second part is authorized and free to commence its logging operations in said community forest;
2. That the party of the first part shall at all times defend and protect the rights of the part of the second part during its logging operations against all would be encroachers, intruders and/ or trespasser on said property.
3. That the party of the second part, Atlantic Resources Limited, shall pay to the party of the first part the people of Kanabo District, US\$ 3.00 (Three American Dollar) per cubic meter of log at the end of each monthly production from the Community Forest which amount is to be utilized to implement all deserved projects of the party of the first part.
4. That the party of the second part should be willing at all times to assist the party of the part with vehicle(s) in emergency situations that is; pregnant women and persons in the community who may be in critical conditions from injuries.

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JAC

5. That the party of the second part will take initiative to have talks with authorities of the FDA to conduct training for the Community Forest Management Body (CFMB) to enable them understand and play their role as officers and members.
6. That the party of the second part in carrying out its logging operations must respect the rights of the first part in carrying out its traditional practices in conformity with applicable customary laws in particular that has to do with animals/ plants, medicinal plant sites, hunting ground and non timber forest products.
7. That the FDA must ensure that the operations of the party of the second part are in compliance with existing forestry laws.
8. That the party of the second part agrees to provide first preference for employment for skilled and unskilled employees of the people of the party of the first party.
9. That the party of the second part during its operations must not encroach on existing cash crops or cause destruction to same.
10. That the party of the first part shall hold consultative and emergency meetings with the party of the second part in addition to regular meetings.
11. That the party of the first part shall identify a primary road that will be built with concrete bridges and all other connecting major towns and villages will be connected with wooden bridges.
12. That the parties herein agree that this MOU shall be subject to review after every three years (3). ?
13. That the party of the first part in carrying out farming activities shall refrain from felling / damaging merchantable species. ?
14. That in the event of any dispute arising under this agreement the parties shall first seek to resolve their differences with aid of the FDA, and wherein the matter remains undetermined, local government official should be refer to as neutral parties in the third party mediation process. Wherein the above methods can not settle the dispute the parties herein shall result to arbitration in line with the commercial arbitration rules: and judgment rendered by arbitrators may be confirmed by a court of competent jurisdiction.
15. That the terms and conditions herein above mentioned are strictly meant to be the intentions of the parties to this MOU, and any and all other discussions of the parties prior to the execution of this MOU are null and void.
16. That the parties herein, their heirs assigns successors in office, administrators/ trix are bounded by this instrument.

M/D

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

WITNESS (ES)

- 1. Hon Joseph [Signature]
- 2. Hon Joseph W. Zetee
- 3. Hon. Bartee Tork
- 4. Hon. Kopyon Zulu Comm.
- 5. Hon. George O. Golekar
District Superintendent

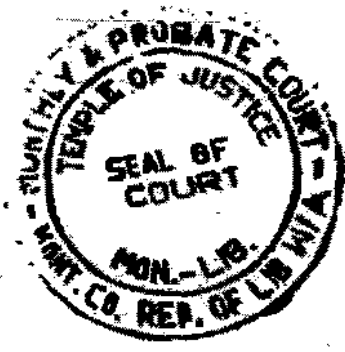
- 1. Hon. Charles G. Tyne (pc)
- 2. Moses R. Coe Jr (youth president)
- 3. Madam Nancy Z. Quaye Chon
- 4. Oldman David [Signature] chief et
- 5. Hon. Edward N. [Signature] chief

PARTY OF THE FIRST

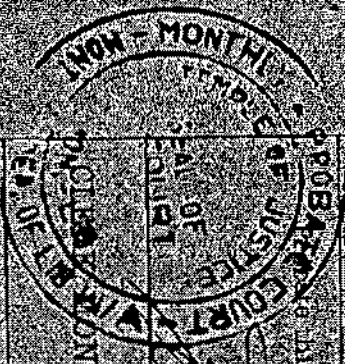
Benjamin Kofie (157040)

Augustin AERAM
FOREST PLANNING
PARTY OF THE SECOND PART

ATTESTED BY FDA [Signature]



[Handwritten marks]



Witness my hand and seal of office, and of the County of Probert, Michigan, this 2nd day of June, 2011.

LET DEEDS BE REGISTERED

COMMISSIONER OF PROBATE MO. CO.

2nd day of JUNE

PROBATE COURT

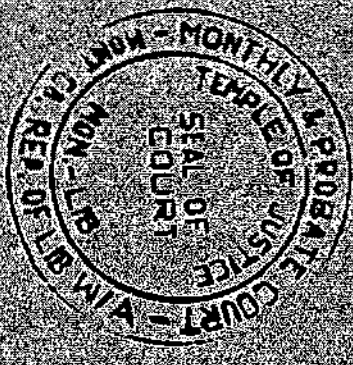
Registered according to LAW

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REGISTERED IN THE PROBATE COURT OF PROBERT COUNTY

OFFERED INTO PROBATE BY JONES & JONES

Agents and Commission (J&J) Memorial (Probert)



THIS DEED HAS BEEN LEGALLY REGISTERED AND ORIGINAL ARCHIVED ON THIS DAY BY THE CLERK OF THE PROBATE COURT AT PROBERT, MICHIGAN. DOCUMENTS ARE AVAILABLE TO THE PUBLIC AT THE CLERK'S OFFICE.

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