

Private Use Permit
Contract
Between The
Forestry Development
Authority
&
*The People of
Deekpeh Section,
Grand Bassa County*

F.D.A.

P.O. Box 10-3010

Whein Town, Mount Barclay

1000, Monrovia 10 Liberia

May, 3, 2011





REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY
DEVELOPMENT AUTHORITY AND THE PEOPLE OF DEE-KPEH SECTION,
DOE CLAN, DISTRICT NUMBER ONE, GRAND BASSA COUNTY, FOR THE
HARVESTING OF 4,503 HECTARES OF FORESTLAND

THIS CONTRACT made and entered into this 4th day of May
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 Dee-kpeh, Doe Clan,
District Number One, Grand Bassa County, hereinafter referred to as **DEE-KPEH**
represented by, Joseph Powell, Saturday Krangar, and Robert Gayewheon, and the
People of Kuzu Town, District Number One, Grand Bassa County, hereinafter referred to
as **KUZU** represented by John Buikpo and also the People of Karyah Town, Doe Clan,
District Number One, Grand Bassa County, hereinafter referred to as **KARYAH**
represented by George B. Karyah, hereinafter collectively referred to as the Parties,
hereby;

W I T N E S S E T H:

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

WHEREAS, the People of Dee-kpeh Section, comprising Deekpeh Town, Kuzu Town
and Karyah Town, Doe Clan, District Number One, Grand Bassa County are legitimate
owners of an aggregated land mass of 11,127 acres/4,503 hectares by virtue of
inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law
(NFRL) of 2006, copy of a duly certified Public Land Sale Deed issued on March 23,
1981 under the signature of President Samuel K. Doe, in proof of ownership of the
subject aggregated tract of land is hereto attached and marked Exhibit "A" to form a
cogent part of this Permit;

WHEREAS, in further verification of the subject property, the Ministry of Lands, Mines
& Energy finally gives authentication and verification to the said Deekpeh Section
Deed through a letter under the signature of Acting Assistant Minister Maxwell C.F.
Gwee hereto attached and marked Exhibit "B" to form an integral part of this Contract.

WHEREAS, the said **Lands and Mines verification** is further supported by the report
of the County and Resident Surveyor of Grand Bassa County, after having met with the
citizens of Dee-kpeh Section and after careful examination of said deed, found it duly
probated and registered, and in conformity with all other legal requirements, and that, the
Metes and Bounds/Technical Description are realistic and in compliance with the deed

[Handwritten signature]

MSW

above described and herein attached, except that the aggregated acreage of 11,127 acres was mistaken for 2,552.6 acres as explained by the County Resident Surveyor's Report marked Exhibit "C" in bulk and the attending Certificate of Correction hereto attached and marked Exhibit "D".

WHEREAS, citizens including elders and youths of the above named Towns (Deekpeh, Kuzu and Karyah) within Number One District have given their written consent to the appointment and selection of, Joseph Powell, Saturday L. Krangar, and Robert Gayewheon of Deekpeh Town and John Buikpo of Kuzu Town and also George B. Karyah of Karyah Town as their respective Attorneys-In-Fact/Legal Agents to act in their behalf for the sustainable management and administration of their forest resources. The said **Power of Attorney** to the effect is hereto attached and marked Exhibit "E" to form an integral part of this permit.

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

WHEREAS, **Dee-kpeh** is desirous of commercializing harvestable tree species on the said tract of 4,505 hectares of land;

WHEREAS, the Authority having examined **Dee-kpeh's** application and the requirements of Section 5.6 of the NFRL having been met, declares **Dee-kpeh** qualified for the 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:

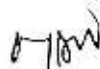
1. Definitions

- 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.





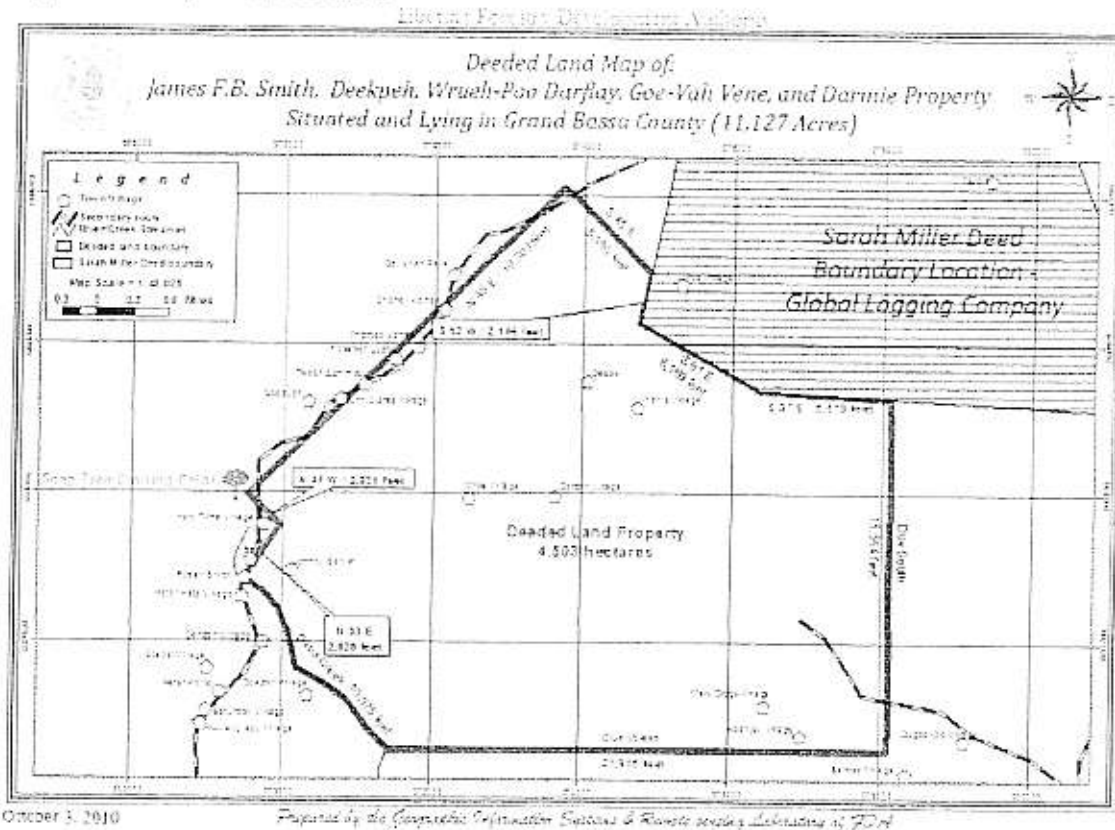
- r. Societe Generale de Surveillance (SGS): the institution/company responsible to manage the Chain of Custody System.
- s. Timber Sale Contract: a short term forest resources license issued by the Government for a period of three (3) years that allows a person to harvest timber from a specified tract of forest land.

2. **Metes and Bounds/Technical Description of Dee-kpeh Forest Land**

The area lies within Latitudes $6^{\circ}9'36''$ - $6^{\circ}13'12''$ North of the Equator and Longitudes $10^{\circ}6'36''$ - $10^{\circ}10'12''$ West of the Greenwich meridian and it is located in Grand Bassa County-LIBERIA.

Commencing at a point near the SOAP TREE ($6^{\circ}11'11.48''$ N- $10^{\circ}10'45.40''$ W), thence a line runs N 45° E for 19,303 feet to a point ($6^{\circ}13'25.47''$ N- $10^{\circ}08'28.90''$ W), thence a line runs S 45° E for 5,380 feet to a point ($6^{\circ}12'47.83''$ N- $10^{\circ}07'50.56''$ W), thence a line runs S 12° W for 2,106 feet to a point ($6^{\circ}12'27.94''$ N- $10^{\circ}07'55.10''$ W), thence a line runs S 61° E for 6,169 feet to a point ($6^{\circ}11'58.99''$ N- $10^{\circ}07'01.99''$ W), thence a line runs S 87° E for 5,619 feet to a point ($6^{\circ}11'55.03''$ N- $10^{\circ}06'06.37''$ W), thence a line runs Due South for 15,564 feet to a point ($6^{\circ}09'20.56''$ N- $10^{\circ}06'06.05''$ W), thence a line runs Due West for 21,915 feet to the point on the Daba Creek ($6^{\circ}09'20.10''$ N- $10^{\circ}09'42.85''$ W), thence a line runs along the Daba Creek in the western direction for 10,375 feet to a point ($6^{\circ}10'34.15''$ N- $10^{\circ}10'46.13''$ W), thence a line runs N 33° E for 2,825 feet to a point ($6^{\circ}10'57.58''$ N- $10^{\circ}10'30.62''$ W), thence a line runs N 47° W for 2,036 feet to the point of commencement ($6^{\circ}11'11.48''$ N- $10^{\circ}10'45.40''$ W), embracing 11,127 acres of broken forest land and NO MORE.

Map of Dee-kpeh Forestland



3. Contract Objective

- To harvest merchantable tree species from 4,503 hectares of tract of land otherwise called the Dee-kpeh 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 150 locals of the contract area and surrounding towns and villages.

4. Contract Duration

The contract shall be for 2.7 years.

5. Chain of Custody System

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

Generale de Surveillance (SGS) using SGS/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\$25,000.00 performance bond
- b. Submission of initial annual operations plan
- c. Environmental Impact Assessment
- d. Social Agreement

9. **Employment**

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

Termination

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

9. **Force Majeure**

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



10.

Duty of Care

The Authority shall ensure that the Company maintains environmental quality of the cutting area and comply with all other conditions consistent with the Liberia Code of Harvesting Practices to include:

- a. Water course protection
- b. Erosion prevention
- c. Prevention of pollution to rivers, streams and other waterways by disposal of wastes
- d. Prevention of fire disaster

The operation shall also be in conformity with international conventions to which Liberia is a party. They include: the Convention on Biodiversity, the International Tropical Timber Agreement, the United Nation Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, the Convention on International Trade In Endangered Species and the RAMSAR Convention on Wetland Management

11.

Governing Laws

In effecting this Contract between the Corporation and the Authority, the relevant Laws of Liberia including but not limited to the National Forestry Reform Law and regulation governing Chain of Custody will prevail.

12.

Binding Effect

This Agreement is binding on the parties, their successors-in-office as if they were physically present at execution of this instrument.

~~In witness whereof, we have affixed our signatures on the day and date first mentioned above.~~



FOR THE AUTHORITY


Witness

Approved: 
Moses D. Wagbeh, Sr.
Managing Director

FOR THE PEOPLE OF DEE-KPEH SECTION, NUMBE ONE DISTRICT

DEEKPEH TOWN


Saturday Krangar


Joseph Powell


Robert Gayewheon

KUZU TOWN


John Buikpo

KARYAH TOWN


George B. Karyah

Approved 
Florence A. Chenoweth
Chairman-FDA Board of Directors

HW

Registered Sept. 16, 1981

Catabalofog

Exhibit 4

REPUBLIC OF LIBERIA

SALE OF PUBLIC LANDS

KNOW ALL MEN BY THESE PRESENTS, THAT *I, Isaac O. Mayson*..... Commissioner of Lands for the County of *Grand Bassa*..... 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 *James P.B. Smith D. G. Dee-kpeh Wruoh-poo Ga* into the Treasury of the Republic of Liberia for the sum of *one thousand two hundred* (1,200.00) DOLLARS, being the whole amount of the purchase money as per certificate of said Commissioner. Therefore, I, *Samuel K. Doe*..... Head of State of the Republic

Liberia, for and 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 conform unto the said *James P.B. Smith D. G. Dee-kpeh Wruoh-poo Ga* the executors, administrators and assigns forever all that lot or parcel of land situated, lying and being in the *Dist. North*.....

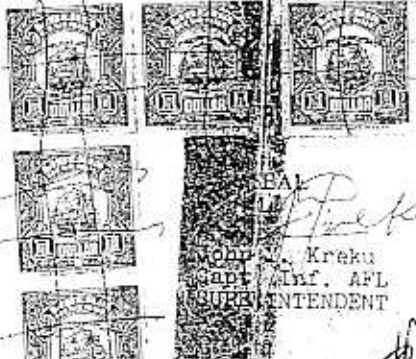
Grand Bassa County and bearing in the authentic Records of said *County of Grand Bassa*..... number *P-7*..... and bounded and described as follows: Commencing at the *P. marked by a*.....

Soap tree and running thence on magnetic bearings: North 45° East across Sankro Nee Creek 19,860 feet to a point; thence running South 45° East 10,026 feet to a point; thence running South 45° West 1986 feet to a point; thence running North 45° West 19,526 feet to a point; thence running North 45° East 4,580 feet to a point; thence running South 45° East 500 feet to the place of Commencement and containing (2,552.6) two thousand five hundred fifty-two and six acres and no more.

and containing *2,552.6*..... acres of land and no more.

TO HAVE AND TO HOLD the above granted premises together with all and singular, the buildings, improvements and appurtenances thereto belonging to the said *James P.B. Smith D. G. Dee-kpeh Wruoh-poo Ga* heirs, executors, administrators, or assigns.

And I the said *Samuel K. Doe*..... Head of State of Liberia, for myself and successors in office, covenant to and with the said *James P.B. Smith D. G. Dee-kpeh Wruoh-poo Ga* by virtue of my office, and authority given me by the Act abovementioned and right and lawful authority to convey the aforesaid premises in fee simple, and I the said *Samuel K. Doe*..... Head of State of Liberia, and my successors in office will forever WARRANT AND DEFEND the said *James P.B. Smith D. G. Dee-kpeh Wruoh-poo Ga* heirs, executors, administrators and assigns against any person or persons claiming any part of the said granted premises.



IN WITNESS WHEREOF I the said *Samuel K. Doe*..... Head of State of Liberia have hereunto my hand and caused the Seal of the Republic to be fixed this *23*..... day of *March*..... (A.D. 1981) and of the Republic

PUBLIC LAND SALE DEED

FROM

THE REPUBLIC OF LIBERIA

TO
James F.B. Smith, D.C. Deeklah, Darrmie
Garfley Goe-ah Verie Darrmie

DEED No. D-7
SITuated at Deeklah Section, 110e. Class
Dist. No. 1 and Class 20

LET THIS BE REGISTERED

COMMISSIONER OF MORTGAGE AND PROBATE

James F. B. Smith

1987

CLERK OF MORTGAGE AND PROBATE COURT

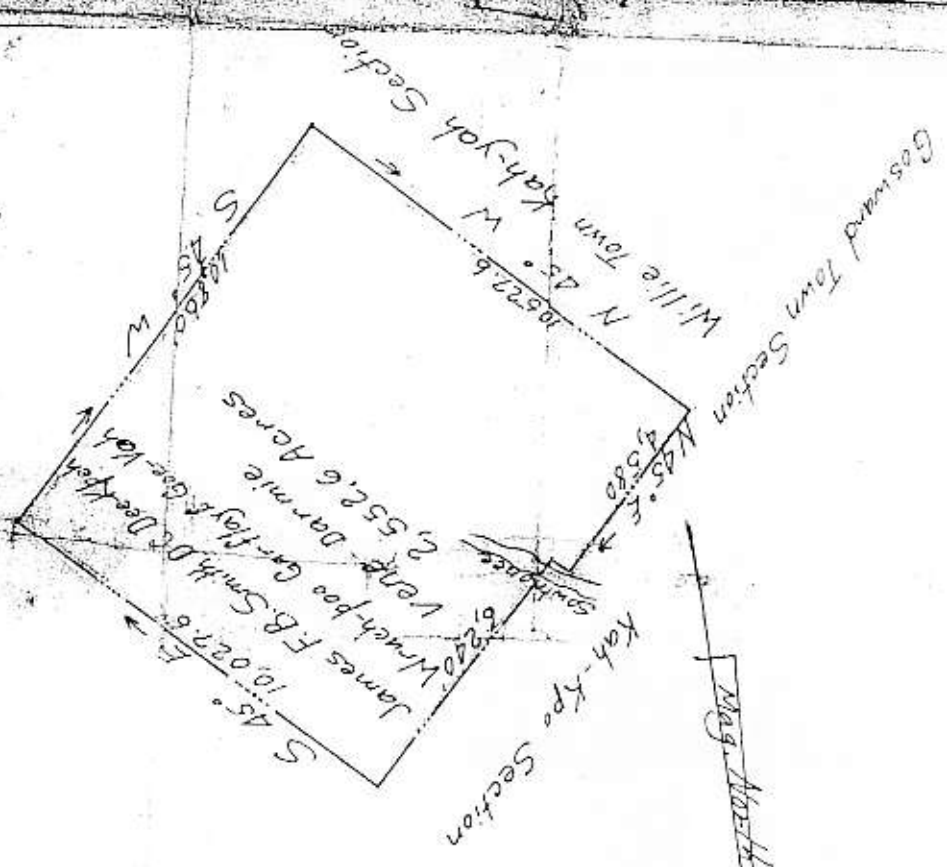
REGISTERED ACCORDING TO LAW

May 1981

REGISTRAR

Richard G. Davis

Surveyed by Isaac B. Sa
Grand B.
Scale 1/4"





Recd: APR 22, 2011
AS/Minister

REPUBLIC OF LIBERIA
MINISTRY OF LANDS, MINES & ENERGY

108-10 GOROVIA in Liberia, West Africa
TEL: (231) 226-8388 FAX: (231) 226-8389



LIBERIAN CARTOGRAPHIC SERVICE

Exhibit "B"

April 26, 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 4th April 2011, Ref. No. MD/47/2011/4, requesting the Ministry of Lands, Mines & Energy to review, verify and authenticate deeds pertaining to Kokoyah District in Bong County and Deekpei Section, Compound #1, in Grand Bassa County and we are pleased to furnish you with the below results:

Sir, after carefully plotting, analyzing and field verification by our offices, it is observed that the documentations submitted were all found correct and the land un-incumbent, thus acknowledging that the Forestry Development Authority (FDA) could proceed with the granting of Private Use Permit in the interest of the above local communities.

In so doing, we advise the Forestry Development Authority to proceed in granting the PRIVATE USE PERMIT to the people of Kokoyah in Bong and the people of Deekpei Section, and Doe Clan of Grand Bassa County as permitted by the Forestry Development Authority (FDA)

We hope that the information thus provided can assist the FDA in her endeavours

Sincerely yours,

Maxwell C. G. G.
DIRECTOR
LIBERIAN CARTOGRAPHIC SERVICE



Mr. Saibeh,
Please work along
with Mr. Kaffer, Tanyi,
and Tally to produce
the legal document
for the pupas

MW





C

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



TO : The Management
 Forestry Development Authority (FDA)
 Monrovia, Liberia

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



DATE : February 10, 2011

As is the policy of the Forestry Development Authority (FDA) to spot-check any deceded forest land prior to the issuance of a permit to potential logging company which has been assigned said forest be the alleged owner (s), I was called upon by the Management of FDA and Global Logging Company on February 2, 2011 to proceed to District #1, Grand Bassa County to spot-check a public land sale deed said to contain 2552.6 acres in favor of James F.B. Smith, D.C. Dee-Kpeh, Wrueh-Poo Garflay and Goe-Vah-Vene Darmic-lying and situated in Dee-Kpeh Section, Doe Clan District #1, Grand Bassa County.

Therefore, upon receiving said deed and a letter, a team from the Buchanan office of the Ministry of Lands, Mines and Energy proceeded to the area. The team was headed by David R. Blaye, resident County surveyor of Grand Bassa County.

While in Dee-kpeh town, the team had meeting with a large cross-section of the towns in the area and other adjoining towns to ascertain information about the land. There are more than ten (15) towns within the parameters of the land in question. Elders, citizens, women and youths of these towns agreed for the logging operation to start in their forest. Some of the Elders we met were: Saturday Dyu-Kay, Charlie Gueh, Garyedear and Joseph H. Powell. The citizens were: Bobby Dyu-Kay, Garmonblo Gaywheon, Junior Wherh and others.

Handwritten initials

At the end of the meeting with the citizens and Elders and at the end of our survey, we found out that:

1. Mr. Joseph H. Powell, administrator of the property and his sectional people inherited the land by birth and has been living there for more than 70 years.
2. After several years of habitation, said land was surveyed and bought from the Government of Liberia. The deed was submitted to me and has been authenticated by the office of Deed and Registration in Grand Bassa County.
3. Utilizing modern GPS instruments, we observed that the deed needs correction as there are slight errors in its description. The description of the land did not match the ground location in full.
4. We finally discovered the land to contain 11, 127 acres in the area.
5. Citizens and Elders from the surrounding towns and villages testified to the survey and ownership of the land by Joseph H. Powel and the people of Dee-keph Section.

CERTIFICATE OF CORRECTION

CORRECTED METS AND BOUNDS

The area lies within Latitudes $6^{\circ}9'36''$ - $6^{\circ}13'12''$ North of the Equator and Longitudes $10^{\circ}6'36''$ - $10^{\circ}10'12''$ West of the Greenwich meridian and it is located in Grand Bassa County-LIBERIA. Commencing at a point near the SOAP TREE ($6^{\circ}11'11.48''$ N- $10^{\circ}10'45.40''$ W), thence a line runs N 45° E for 19,303 feet to a point ($6^{\circ}13'25.47''$ N- $10^{\circ}08'28.90''$ W), thence a line runs S 45° E for 5,380 feet to a point ($6^{\circ}12'47.83''$ N- $10^{\circ}07'50.56''$ W), thence a line runs S 12° W for 2,106 feet to a point ($6^{\circ}12'27.94''$ N- $10^{\circ}07'55.10''$ W), thence a line runs S 61° E for 6,169 feet to a point ($6^{\circ}11'58.99''$ N- $10^{\circ}07'01.99''$ W), thence a line runs S 87° E for 5,619 feet to a point ($6^{\circ}11'55.03''$ N- $10^{\circ}06'06.37''$ W), thence a line runs Due South for 15,564 feet to a point ($6^{\circ}09'20.56''$ N- $10^{\circ}06'06.05''$ W), thence a line runs Due West for 21,915 feet to the point on the Daba Creek ($6^{\circ}09'20.10''$ N- $10^{\circ}09'42.85''$ W), thence a line runs along the Daba Creek in the western

HPW

direction for 10,375 feet to a point ($6^{\circ}10'34.15''\text{N}-10^{\circ}10'46.13''\text{W}$), thence a line runs N 33° E for 2,825 feet to a point ($6^{\circ}10'57.58''\text{N}-10^{\circ}10'30.62''\text{W}$), thence a line runs N 47° W for 2,036 feet to the point of commencement ($6^{\circ}11'11.48''\text{N}-10^{\circ}10'45.40''\text{W}$), embracing 11,127 acres of land and NO MORE.

CONCLUSION

According to both ground and historical information from citizens, elders, other adjoining land owners and surrounding sections coupled with our technical and investigative findings of land marks (soap trees), we conclude that the land in question was indeed truly surveyed and owned by the people of Dee-kpeh town via their administrator and attorneys-in-fact and is free from all forms of confusion and conflict.

H
6/20/00

Exhibit "D"

CERTIFICATE OF CORRECTION

This is to certify that upon the request of the Forestry Development Authority to the Ministry of Lands, Mines and Energy to help authenticate a Public Land Sale Deed containing 2552.6 acres in favor of James F. B. Smith, et al and People of Dee-Kpeh Section, District Number 1, Grand Bassa County, a re-survey of 11,257 acres of land was conducted, and at the completion of the survey we discovered that the Metes and bounds of the deed did not correspond with the ground location. The new metes and bounds are as follows:

The area lies within Latitudes $6^{\circ}9'36''$ - $6^{\circ}13'12''$ North of the Equator and Longitudes $10^{\circ}6'36''$ - $10^{\circ}10'12''$ West of the Greenwich meridian and it is located in Grand Bassa County-LIBERIA. Commencing at a point near the SOAP TREE ($6^{\circ}11'11.48''$ N- $10^{\circ}10'45.40''$ W), thence a line runs N 45° E for 19,303 feet to a point ($6^{\circ}13'25.47''$ N- $10^{\circ}08'28.90''$ W), thence a line runs S 45° E for 5,380 feet to a point ($6^{\circ}12'47.83''$ N- $10^{\circ}07'50.56''$ W), thence a line runs S 12° W for 2,106 feet to a point ($6^{\circ}12'27.94''$ N- $10^{\circ}07'55.10''$ W), thence a line runs S 61° E for 6,169 feet to a point ($6^{\circ}11'58.99''$ N- $10^{\circ}07'01.99''$ W), thence a line runs S 87° E for 5,619 feet to a point ($6^{\circ}11'55.03''$ N- $10^{\circ}06'06.37''$ W), thence a line runs Due South for 15,564 feet to a point ($6^{\circ}09'20.56''$ N- $10^{\circ}06'06.05''$ W), thence a line runs Due West for 21,915 feet to the point on the Daba Creek ($6^{\circ}09'20.10''$ N- $10^{\circ}09'42.85''$ W), thence a line runs along the Daba Creek in the western direction for 10,375 feet to a point ($6^{\circ}10'34.15''$ N- $10^{\circ}10'46.13''$ W), thence a line runs N 33° E for 2,825 feet to a point ($6^{\circ}10'57.58''$ N- $10^{\circ}10'30.62''$ W), thence a line runs N 47° W for 2,036 feet to the point of commencement ($6^{\circ}11'11.48''$ N- $10^{\circ}10'45.40''$ W), embracing 11,127 acres of land and NO MORE.

See attached map of the area surveyed.

Done this 10th day of February A.D. 2011, in the City of Buchanan, Grand Bassa County, Republic of Liberia


David R. Blaye

RESIDENT COUNTY SURVEYOR



Myou

Exhibit "E"

REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that we, the citizens of Deekpeh Section District # 1, Grand Bassa County, Republic of Liberia, being in sound state mind, without ant intimidation, harassment, coercion and undue influence, do hereby name, nominate and appoint **Joseph H. Powell, Saturday L. Krangar and Robert Gayewheon** of Doe Clan, District # 1, Grand Bassa County, Republic of Liberia, as our true and lawful **ATTORNEYS-IN-FACT**, and

We, the citizens of Kuzu Town, Doe Clan, District # 1, Grand Bassa County, Republic of Liberia, being in sound state of mind, without any intimidation, harassment, coercion and undue influence, do hereby name, nominate and appoint **John Buikpo**, as our true and lawful **ATTORNEY-IN-FACT**, and also,

We, the citizens of Karyah Town, Doe Clan, District # 1, Grand Bassa County, Republic of Liberia, being in sound state of mind, without any intimidation, harassment, coercion and undue influence, do hereby name, nominate and appoint **George B. Karyah**, as our true and lawful **ATTORNEY-IN-FACT**,

To perform and act in our name and stead; to manage, control and administer our aggregated track of land of 11,127-acres in the said Doe Clan, District # 1, Grand Bassa County, Republic of Liberia, which is endowed with harvestable species of trees for commercial logging activities.

The said **ATTORNEYS-IN-FACT** are also empowered by this instrument to enter into contractual agreements and make rental considerations for said properties to any person/persons/institution/corporation desiring to lease same for any just and fair amount to the understanding of both parties. They are also by this **INSTRUMENT**, given the power and right to demand and collect any amount due and payable to the people of Deekpeh Section, Kuzu Town and Karyah Town, District # 1, Grand Bassa County, and to sue and be sued relative to the administration of the subject properties. The said named **ATTORNEYS-IN-FACT** are not allowed to sell any part or portion of the properties herein described without our prior written consent.

[Handwritten signatures]


The said ATTORNEYS-IN-FACT are also empowered to evict any undesirable tenant and/or occupant that shall occupy the premises; and to perform any and all things necessary and incidental to the administration of the aforesaid properties as we would do or cause to be done as if we were physically present.

This Power of Attorney shall be effective until otherwise revoked, and it supersedes and replaces any and all other Power of Attorney, which we may have previously issued with regard to the properties herein mentioned.


THE PERFORMANCE OF ANY ACT HEREIN CONFERRED SHALL CONSTITUTE THEIR LEGAL AND SUFFICIENT AUTHORITY.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND AFFIXED OUR SIGNATURE THIS 10TH OF FEBRUARY A.D. 2011.

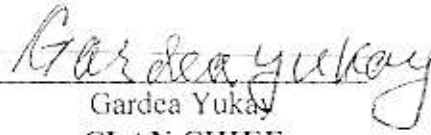
FOR THE PEOPLE OF DEEKPEH SECTION



Ruth Darnane
ELDER



Martha Smith
ELDER



Gardea Yukay
CLAN CHIEF

MW

FOR THE PEOPLE OF KUZU TOWN


John Lloyd
ELDER


Solomon Lloyd
ELDER


Dehkonwudu Luke
ELDER

FOR THE PEOPLE OF KARYAH TOWN

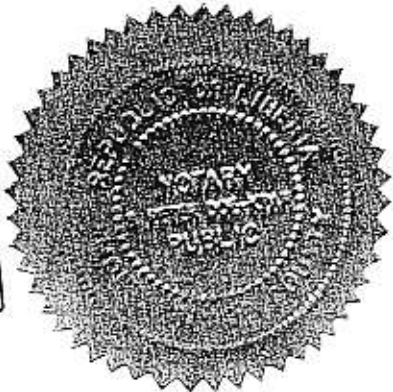

Kpalawo Karyah
ELDER


Nyinidawudu Kobo
ELDER


Marie Karyah

\$ 5.00 REVENUE STAMP AFFIXED ON THE ORIGINAL.

SWORN AND SUBSCRIBED TO
BEFORE ME THIS 16th DAY OF
February AD 2011
S. PETER OWE-KPAK. NOTARY PUBLIC



Ⓢ

MBA





Exhibit "F"



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 GIS & RS Manager

Subject: *Authentication & Verification of Deeded Land Property in Grand Bassa County-LIBERIA*

DATE: Monday, April 11, 2011

Background

Predicated on a written communication dated September 6, 2010 from Cllr. Jerome Walker on behalf of the citizens of District # 1, Doe and Lloydsville clans, requesting the Forestry Development Authority to authenticate, verify and issue *Private Use Permit* in order to conduct mini logging activities and fell few ekki for the purposes of bridge and building construction within the community. A team of technicians from the FDA, blended with the Contract Administrator was mandated by Director Moses D. Wogbeh, Snr., to visit the area for detail ground truthing and authentication of the area for Management's reaction.

Field Patrol

During the period September 13-21, 2010, the joint team along with the County Resident Surveyor 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 GIS officer, 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 Bassa County, specifically in District # 1.
- The land belongs to a group of people and not a particular tribe or person;
- The area doesn't overlap with any of the Forest Management Contracts, Protected and Proposed Protected Areas.
- A minute portion of Smith's property overlapped with TSC A-1, a proposed land use;
- Technically Smith's property deed description is smaller than what is actually on the grounds.
- Acreage stipulated in the deed is 2,672.052 acres while the validation exercise proves that the actual size of the area is 11,127 acres.
- 50% of the forest falls within Lloydsvilles clan while the balance 50% is in Doe's clan;
- Large portion of all the area, particularly the southern and eastern portions as described in the deed consists of primary forests and species except those areas near the road side consists of farmland;
- The area is the home of some un-protected wildlife animals species
- Small 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 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 (September 13-21), we herein recommend:

- ✦ That the deed be forwarded to the Ministry of Lands, Mines & Surveys office and Buchanan City, Grand Bassa County, especially to the Resident County Surveyor 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 11,127 acres or 4,503.03 hectares, as described in the below computed Metes & Bounds to the people of Grand

Bassa 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.

Corrected Metes & Bounds

The area lies within Latitudes 6°9'36"-6°13'12" North of the Equator and Longitudes 10°6'36"-10°10'12" West of the Greenwich meridian and it is located in Grand Bassa County-LIBERIA.

Commencing at a point near the SOAP TREE (6°11'11.48"N-10°10'45.40"W), thence a line runs N 45° E for 19,303 feet to a point (6°13'25.47"N-10°08'28.90"W), thence a line runs S 45° E for 5,380 feet to a point (6°12'47.83"N-10°07'50.56"W), thence a line runs S 12° W for 2,106 feet to a point (6°12'27.94"N-10°07'55.10"W), thence a line runs S 61° E for 6,169 feet to a point (6°11'58.99"N-10°07'01.99"W), thence a line runs S 87° E for 5,619 feet to a point (6°11'55.03"N-10°06'06.37"W), thence a line runs Due South for 15,564 feet to a point (6°09'20.56"N-10°06'06.05"W), thence a line runs Due West for 21,915 feet to the point on the Daba Creek (6°09'20.10"N-10°09'42.85"W), thence a line runs along the Daba Creek in the western direction for 10,375 feet to a point (6°10'34.15"N-10°10'46.13"W), thence a line runs N 33° E for 2,825 feet to a point (6°10'57.58"N-10°10'30.62"W), thence a line runs N 47° W for 2,036 feet to the point of commencement (6°11'11.48"N-10°10'45.40"W), embracing 11,127 acres of broken forest land and NO MORE.

Cc/
DMDA
Law Office
Commercial Department
File