

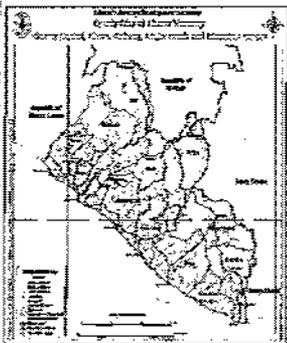


Private Use Permit
Contract
Between The
**Forestry Development
Authority**

&

*The People of ^{Zoye} Zaye Town, Doe
Clan*

*District # 1, Grand Bassa
County*



F.D.A

P.O. Box 10-3010

Kappa House, Elise Saliby's Compound

1000 Monrovia, 10 Liberia

December 17, 2010



**REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)**

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF ZAYE TOWN, DOE CLAN, LOCATED IN NUMBER ONE DISTRICT, GRAND BASSA COUNTY, REPUBLIC OF LIBERIA FOR HARVESTING OF 5564.27 HECTARES OF FORESTLAND

THIS CONTRACT made and entered into this 17th day of December A.D. 2010, by and between the Government of Liberia, through the Forestry Development Authority, hereinafter referred to as the **Authority**, represented by its Managing Director, Moses D. Wogbeh Sr. and the People of Zaye Town, Doe Clan, Number One District, Grand Bassa County, Liberia, hereinafter referred to as **Doe Clan**, represented by Mrs. Sarah Miller, 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 Citizens of Zaye Town, Doe Clan, Number One District, Grand Bassa County, are legitimate and bonafide owners of an aggregated land mass of 13,743.74 acres/5564.27 hectares of forested land by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law (NFRL) of 2006, copy of a set of duly certified Public Land Sale Deed issued under the signature of President William Richard Tolbert on December 17, 1979 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 contract;

WHEREAS, in further verification of the subject property, the County and Resident Surveyor for Grand Bassa County, met with the citizens of Doe Clan and after careful examination of said deed found it duly registered and probated and in conformity with all other legal requirements and that, the metes and bounds/technical description are realistic and in compliance with the deed above described and herein attached, except that the aggregated acreage of 13,743.74 acres was mistaken for 1,200 acres as explained by the Certificate of Correction hereto attached and marked Exhibit "B".

WHEREAS, citizens including elders and youths of the above named clan within Number One District have given their written consent to the appointment and selection of Mrs. Sarah Miller as their Representative, Attorney-In-Fact and Legal Agent to act in their behalf for the sustainable management of their forest resources. The said Letter of Authority issued in favor of Mrs. Sarah Miller from the citizens of Doe Clan are hereto attached and marked Exhibit "C" to form an integral part of this Permit.

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WHEREAS, on account of Exhibit "A" herein attached, the Ministry of Lands, Mines & Energy finally gives authentication and verification to the deed of Doe Clan through a correspondence under the signature of David R. Blaye, Resident Surveyor of Grand Bassa County, Republic of Liberia. Attached also is the said verification letter marked Exhibit "D" to form an integral part of this Contract;

WHEREAS, validation of the area in keeping with Section 5.6 (d) (ii) of the NFRL and Section 61 of FDA Regulation 102-07 shows that the said tract of land is un-encumbered and does not overlap with any forestry designated land use. Said validation report is hereto attached and marked Exhibit "E" forming also an integral part of this contract;

WHEREAS, Doe Clan is desirous of commercializing harvestable tree species on the said accumulative tract of 13,743.74 acres/5564.27 hectares of land;

WHEREAS, the Authority having examined Doe Clan's application and the requirements of Section 5.6 of the NFRL having been met, declares Doe Clan qualified for the issuance of a Private Use Permit and

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

1. Definitions

- a. Authority: The Forestry Development Authority (FDA) created by an Act of the Legislature on November 1, 1976.
- b. Annual Operations Plan: the plan that guides the annual operations of the Holder
- c. Chain of Custody: the path of custodianship followed by logs, Timber and wood products through harvesting, transport, interim storage, processing, distribution and export from source of origin in the forest to end use.
- d. Code of Forest Harvesting Practices: a set of standards for environmentally sound forest use prepared by the Authority
- e. Conservation: the sustainable management and protection of forest resources to achieve maximum environmental, social, economic and scientific benefits for present and future generations
- f. Forestry: the science, art and practice of conservation of forest resources
- g. Forest Resources License: any legal instrument pursuant to which the Authority allows a person, subject to specified conditions, to extract forest resources or make other productive and sustainable use of forest

land. This includes Forest management Contracts, Timber Sale Contracts, Forest Use Permit and Private Use Permit.

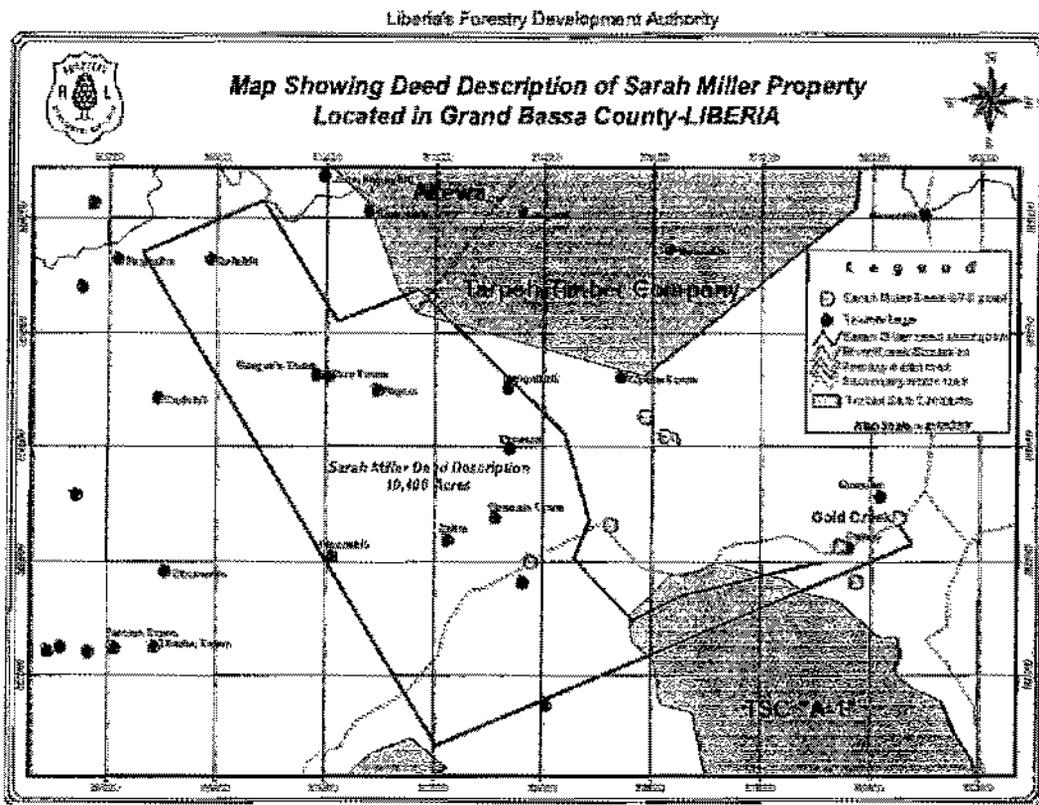
- h. Forestland: a tract of land, including its flora and fauna capable of producing forest resources, or land set aside for the purpose of forestry, but not including land in permanent settlements and land that has been in long term use for non-shifting cultivation of crops or raising livestock.
- i. 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 Doe Clan Forest Land & Map

Commencing from a concrete monument, Point A, with coordinate E-0380-470, N-0688-733 as shown map on the left bank of the Gold Creek (Go-nee wein) near a bridge left of the motor road to New Town and Dyu-Wholo Town thence running on magnetic bearings: south 22° East 10,005 feet Parallel with the Zuuzohn people land to a point, thence running along Zuuzohn land South 37° West 3150 feet along Doe Creek to a point, thence running North 87°-30' West 15,182 feet Parallel with Zuuzohn land to a point, thence running North 61° West 5985 feet to a point, thence running North 11° East 10,350 feet parallel with Kpelle Town People Land to a point, thence running North 28° East 5190 feet to a point, thence running North 08°-30' East 13,200 feet parallel with said Kpelle Town Land to a point, thence running South 82° East 12000 feet to a point, thence running South 02° West 17,400 feet parallel with the New Town People land to the place of commencement and containing 13,743.74 acres of land and no more. See attached map of the area surveyed.

3. Map of Sarah Miller Property

ANALYSIS MAP OF THE VERIFICATION



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4. Contract Objective

- a. To harvest merchantable tree species from 5564.27 hectares of tract of land otherwise called the Doe Clan Forest Land
- b. To engage in reforestation of the area involving indigenous species
- c. To create alternative uses of the tract of land after harvesting of trees
- d. To create employment for about 125 locals of the contract area and surrounding towns and villages.

5. Contract Duration

The contract shall be for two and half (3.34) years.

6. Chain of Custody System

In keeping with Section 13.5 of the National Forestry Reform Law of 2006 and sections (1-35) of FDA Regulation 108-07, the Chain of Custody System will apply during the life and implementation of this contract. The system so established for the tracking of logs, timber and wood products from forest to processing and then to domestic or foreign market shall be managed by Societe Generale de Surveillancee (SGS) using SGS/Helveta equipment and software as provided for by section 3.2 (3) of the Chain of Custody System Management Contract of 2007.

7. Land Rental & Stumpage Tax

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

8. Other Fees & GOL Taxes

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

9. Pre-felling Date

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

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

10. **Employment**

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

11. **Termination**

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

12. **Force Majeure**

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

13. **Duty of Care**

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

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

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

14.

Governing Laws

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

15.

Binding Effect

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

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

FOR THE AUTHORITY



Witness

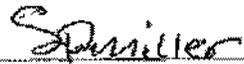
Approved: 

Moses D. Wogbeh, Sr.
Managing Director

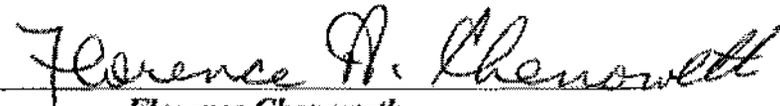
FOR THE CITIZENS OF DOE CLAN



Witness



Sarah Miller

Approved 

Florence Chenoweth
Chairman-FDA Board of Directors

Handwritten initials

Mrs. Sarah S. Miller
Zoye Town Community
Doe Clan, Compound # 1
Grand Bassa County
Republic of Liberia

December 18, 2009

Hon. John T. Woods
Managing Director
Forestry Development Authority
Monrovia, Liberia

Dear Sir:

I write to express my interest in harvesting logs from my private land situated, and lying in Zoye Town # 1. District Grand Bassa County.

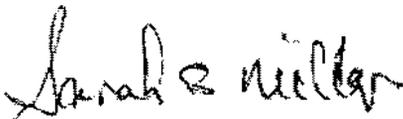
The intend of this request is to use these logs for the rehabilitation of damaged bridges in our community on compound # 1. – Gold Whein high-way Doe clan.

Attached is a copy of my land deed.

I await your favorable response in the interest of development.

Kind regards,

Respectfully Yours,



Sarah S. Miller



12 Houses Road
Paynesville City
Monrovia, Liberia

January 22, 2010

Dear Hon. Woods!

The land was bought in my children's name, at the time my late husband was alive, they are: Plato, Elwood, Ella, Admanda Autridge and they all are in America.

But presently I am married to Mr. Sher A. Miller, that why my name is not on the deed. But I control the land presently.

Thanks for your kind understanding as I await your response.

Very truly your,

S. S. Miller

Mrs. Sarah S. Miller.

of the

Exhibit "A"

SALE OF PUBLIC LANDS

Know all men by these presents, That... Commissioner of Public

... Grand Bossa... in the Republic of Liberia having, in conformity to an Act entitled "An Act... of Public Lands," approved January 5th, 1850 exposed to sale by Public auction a certain piece or parcel of land herein-... which piece of land was purchased by Plato, Ello, Elwood & Amado Autridge... having paid into the... the sum of Six Hundred Dollars... (\$600.00) DOLLARS, being the whole amount of the purchase

... Land Commissioner, Therefore, I... William R. Tolbert... Jr... President of the Republic of Liberia, for... of the sum paid as aforesaid (the receipt whereof is hereby acknowledged), have given, granted, sold and... to give, grant, sell and confirm unto the said Plato, Ello, Elwood & Amado Autridge... their... heirs, administrators and assigns forever all that lot or parcel of land situated, lying and being in the Zoya Town, No. 1 Dist. in... County and bearing in the authentic Records of said... county... the

... and bounded and described as follows: Commencing at the point 132 feet in the direction... degrees West from the Northern bank of the Goldwein Creek, said point being 44 feet away... the edge of the main road leading to Goldwein section and running on magnetic bearings:... South 31 degrees East 500 feet to a concrete monument; thence running South 68 degrees 55... at 9,349.17 feet to a concrete monument; thence running North 32 degrees West 10,140... concrete monument; thence running North 68 degrees 55 minutes East 2,339.17 feet to... concrete monument; thence running South 33 degrees 30 minutes East 2,475 feet to a point;... 70 degrees East 1,595 feet to a point; thence running South 47 degrees 30... feet to a point; thence running South 17 degrees 30 minutes East 1,585 feet... running South 23 degrees 30 minutes West 720 feet to a point; thence... 54 degrees East 1,500 feet to a point; thence running North 64 degrees... East 995 feet to a point; thence running North 77 degrees East 2,650... the place of commencement.

... containing 1,200... acres of land and no more.

... AND TO HOLD the above granted premises together with all appurtenances... Plato, Ello, Elwood & Amado Autridge... their heirs, executors, administrators or assigns.

... William R. Tolbert... Jr... President of Liberia, for myself and my successor in office, do covenant to... by virtue of my office, and authority given me by the Act above mentioned had... convey the aforesaid premises in fee simple, and I the said William... R... Tolbert... Jr... President Autridge... will forever WARRANT AND DEFEND the said Plato, Ello, Elwood & Amado... their... administrators and assigns against any person or persons claiming any part of the above granted premises.

IN WITNESS WHEREOF I the said... William... R. Tolbert... Jr... President of Liberia have hereunto set my hand and caused the seal of the Republic to be fixed this 12th day of December (A.D. 1979) and of the Republic the... Year.

SEAL: Joseph M. N. Obahye SUPERINTENDENT

Handwritten signature and scribbles at the bottom of the page.

Exhibit "B"

CERTIFICATE OF CORRECTION

This is to certify that upon the request of the Forestry Development Authority, the Ministry of Lands, Mines and Energy to help authenticate a Public Deed containing 1,200 acres in favor of Madam Sarah Miller and People of New Town, #1 District, Grand Bassa County, a re-survey of 13,743.74 acres was conducted, and at the completion of the survey we discovered that the bounds of the deed did not correspond with the ground location. The correct bounds and bounds are as follows:

Commencing from a concrete monument, Point A, with coordinate N-0688-733 as shown map on the left bank of the Gold Creek (Gone) a bridge left of the motor road to New Town and Dyu-Wholo running on magnetic bearings: south 22° East 10,005 feet Para Zuuzohn people land to a point, thence running along Zuuzohn land West 3150 feet along Doe Creek to a point, thence running North 15,182 feet Parallel with Zuuzohn land to a point, thence running North 5985 feet to a point, thence running North 11° East 10,350 feet Kpelle Town People Land to a point, thence running North 28° East to a point, thence running North 08°-30' East 13,200 feet parallel with New Town Land to a point, thence running South 82° East 12000 feet to a point, thence running South 02° West 17,400 feet parallel with the New Town People Land to the place of commencement and containing 13,743.74 acres of land. See attached map of the area surveyed.

Done this 8th day of Dec. A.D. 2010, in the
Buchanan, Grand Bassa County, Republic of Liberia.


David R. Blaye
RESIDENT COUNTY SURVEYOR



SURVEYOR'S LICENCE
Name: David R. Blaye
Lic. #081
REPUBLIC OF LIBERIA

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Exhibit "C"

Headquarters: New General Market (4th)
UN Drive, P.O. Box 3064, Monrovia, Liberia
ID #: 086950

MEMBERSHIP IDENTIFICATION CARD



Sarah S. Miller

ELWA

**REPUBLIC OF LIBERIA)
MONTSORRADO COUNTY)**

Valid until 01/01/2011
Sarah S. Miller
Holder's Signature

LEGAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: that we, Arthur Karr, Sirleaf Garpue, Mordeh Marley, Munah Gbar, and Arthur Glaymah, all of Doe Clan, Number One District, Grand Bassa County, being in sound state of mind, without any intimidation, harassment, coercion and undue influence, do hereby name, nominate and appoint Sarah Miller, also a citizen of Doe Clan, but with residence at A. B. Tolbert Road, Paynesville City, Montserrado County, Republic of Liberia, as our true and lawful **ATTORNEY-IN-FACT**, to perform and act in our name and stead; to manage, control and administer our legally owned property, specifically, 8,800 (eight thousand eight hundred) acres of forestland lying and situated within the said Doe Clan, Number One District, Grand Bassa County.

The said **ATTORNEY-IN-FACT** is also empowered by this **INSTRUMENT** to enter into contractual agreement(s) in our behalf for the said property to any person or persons, company or corporation desiring to lease same for any just and fair amount to the understanding of both parties. She is also by this **INSTRUMENT**, given the power and right to demand and collect any amount due and payable to us, and to sue and be sued relative to the administration of the subject property (12,543.74 acres).

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The said ATTORNEY-IN-FACT is also empowered perform any and all duties necessary and incidental to the administration of the aforesaid described property as we would do or cause to be done as if we were physically present.

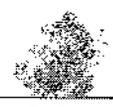
THE PERFORMANCE OF ANY ACT HERETOBY CONFERRED SHALL CONSTITUTE HER LEGAL AND SUFFICIENT AUTHORITY.

IN WITNESS WHEREOF, we have affixed our signature

On this 6th day of DECEMBER A.D. 2010.



Arthur Karr



Sirleaf Garpue



Mordet Marley



Munah Gbar

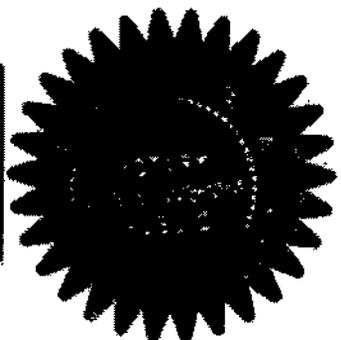
Arthur Glaymah

Arthur Glaymah

Stephen B. Juaton

Stephen B. Juaton

SWORN AND SUBSCRIBED TO
BEFORE ME THIS 6th DAY OF
December 2010
S. PETER DOE NOTARY PUBLIC



offered

Exhibit "D"



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
Resident County Surveyor



RECEIVED
06-527-775
077-527-775

DATE: December 8, 2010

Based upon a request made by Management of the Forestry Development Authority to the Ministry of Lands, Mines and Energy, sometime in November 2010, I was called upon to help authenticate a Public Land Sale Deed in favor of Sarah Miller and the People of Zaye Town, District Number One, Grand Bassa County. Said land is lying and situated in Zaye Town, Doe Clan in said District.

Upon receiving said deed, I was taken to said area by Madam Sarah Miller to meet with citizens and elders of the various sections. There I met with large cross section of citizens, elders, and even the Chief Elder of the section. I also got information from the surrounding towns and villages who confirmed that the land in question truly belongs to Madam Sarah Miller and her people and was surveyed in 1979. Their great grandfather according to the elders had been living on the land from time in memorial. The elders present in our meeting that week were: Sirleaf Garpue, Mondeh Garpue, Arthur Glamah and Stephen Juadue. Others are Isaac Gargahna, Jerry Willie of Dyu Whole Town as well as elder Arthur Kai, Ojuku Gbarr and Moses Joint of Kpelle Town. Other citizens came from other towns upon hearing of our arrival in

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Zaye Town for the meeting and were all happy about the coming of the company.

Therefore on Monday, November 21, 2010, a team of surveyors arrived on the ground for the spot checking survey. From our meeting with the citizens and elders and at the completion of our survey we found out that:

1. Madam Sarah Miller and her people inherited this land by birth and had lived on it for more than 100 (one hundred) years.
2. They surveyed said land and documents were displayed to us.
3. There were serious errors in the metes and bounds that needed correction.
4. The description on the deed did not fully correspond with the ground location.
5. The number of acreages mentioned in the deed is not what is on the ground.
6. According to concrete monuments and soap tree planted during the previous survey, we discovered 13,743.74 acres in the deed.
7. There is only one large village on the land where the families reside year in and out.
8. Citizens and elders from all surrounding sections and villages testified of the ownership of the land by Madam Sarah Miller and her people of Zaye Town.

CERTIFICATE OF CORRECTION

Commencing from a concrete monument, Point A, with coordinates E-0380-470, N-0688-733 as shown map on the left bank of the Go-nee Creek (Go-nee wein) near a bridge left of the motor road to New Town and Dyu-Wholo Town thence running on magnetic bearings: south 12° East 10,005 feet Parallel with the Zuuzohn people land to a point thence running along Zuuzohn land South 37° West 3150 feet along the Creek

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to a point, thence running North 87°-30' West 15,182 feet Parallel to the
Zuuzohn land to a point, thence running North 61° West 5985 feet to
point, thence running North 11° East 10,350 feet parallel with
Town People Land to a point, thence running North 28° East 5000 feet
to a point, thence running North 08°-30' East 13,200 feet parallel with
said Kpelle Town Land to a point, thence running South 82° East 10,000
feet to a point, thence running South 02° West 17,400 feet parallel with
the New Town People land to the place of commencement of the survey
containing 13,743.74 acres of land and no more. See attached map of
the area surveyed.

CONCLUSION

According to both ground and historical information from the
elders and surrounding land owners and also seeing the land
this land, we believed and concluded that the land in question
indeed surveyed, owned by Madam Sarah Miller and her people is
truly free of confusion.

Kind regards.

ND: Considering the fact that my immediate boss is out of town on a
very busy schedule which cannot permit me to remain in the office,
I have decided to submit this report directly to the Management.

Handwritten signature

Handwritten mark

REPUBLIC OF LIBERIA

SALE OF PUBLIC LANDS

Know all men by these presents, That I, JAMES D. MEXSON, Commissioner of Public Lands, in the Republic of Liberia having, in conformity to an Act entitled "An Act of Public Lands," approved January 5th, 1850 exposed to sale by Public auction a certain piece or parcel of land herein described which piece of land was purchased by Plato, Ella, Elwood, B. Amada, Autridge having paid into the Republic the sum of Six Hundred Dollars (\$600.00) DOLLARS, being the whole amount of the purchase money said land Commissioner, Therefore, I, William R. Tolbert, Jr., President of the Republic of Liberia, in consideration of the sum paid as aforesaid (the receipt whereof is hereby acknowledged), have given, granted, sold and confirmed unto the said Plato, Ella, Elwood, B. Amada, Autridge, their heirs, executors, administrators and assigns forever all that lot or parcel of land situated, lying and being in the ZONE TOWN, No. 1 Dist. in the County and bearing in the authentic Records of said County, and bounded and described as follows: Commencing at the point 132 feet in the direction degrees West from the Northern bank of the Goldwhain Creek, said point being 44 feet away from the edge of the main road leading to Goldwhain section and running on magnetic bearings: South 31 degrees East 500 feet to a concrete monument; thence running South 68 degrees 55 minutes East 9,349.17 feet to a concrete monument; thence running North 32 degrees West 10,140 feet to a concrete monument; thence running North 68 degrees 55 minutes East 2,339.17 feet to a concrete monument; thence running South 33 degrees 30 minutes East 2,475 feet to a point; thence running South 70 degrees East 1,595 feet to a point; thence running South 47 degrees 30 minutes East 1,585 feet to a point; thence running South 23 degrees 30 minutes West 720 feet to a point; thence running North 64 degrees East 995 feet to a point; thence running North 77 degrees East 2,650 feet to the place of commencement containing 1,200 acres of land and no more.

AND TO HOLD the above granted premises together with all and singular, the buildings improvements and appurtenances to the said Plato, Ella, Elwood, B. Amada, Autridge their heirs, executors, administrators or assigns.

And I, William R. Tolbert, Jr., President of Liberia, for myself and my successor in office, do covenant to the said Plato, Ella, Elwood, B. Amada, Autridge by virtue of my office, and authority given me by the Act above mentioned had and to convey the aforesaid premises in fee simple, and I the said William R. Tolbert, Jr., President of Liberia do hereby WARRANT AND DEFEND the said Plato, Ella, Elwood, B. Amada, Autridge their heirs, executors, administrators and assigns against any person or persons claiming any part of the above granted premises.

IN WITNESS WHEREOF I the said William R. Tolbert, Jr., President of Liberia have hereunto set my hand and caused the seal of the Republic to be fixed this 12th day of December (A.D. 1929) and of the Republic the 13th Year.

SEAL Joseph M. N. Gbahunza SUPERINTENDENT

Handwritten signatures and marks at the bottom of the page.



Exhibit 3



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

MEMORANDUM

TO: John T. Woods
Managing Director,
Forestry Development Authority

FROM: John D. Kantor, Snr. 
Technical Manager/R&D
&
Augustine B.M. Johnson
GIS & Remote Sensing Expert

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

DATE: Friday, February 12, 2010

Background

Predicated on a written communication dated February 7, 2010 from Mrs. Sarah Miller, requesting the Forestry Development Authority to authenticate, verify and issue **Private Use Permit** in order to 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 Managing Director John T. Woods to visit those areas for detail ground truthing and authentication of the area for Management's reaction.

Field Patrol

During the period February 9-11, 2010, 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 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 three (3) men we observed and authenticated that:

- Indeed the Sarah Miller's property truly lies within Grand Bassa County.
- The area doesn't overlap with any of the Forest Management Contracts, Protected and Proposed Protected Areas.
- A minute portion of Miller's property overlapped with TSC A-1, Tarpeb Timber Company and Akewa Group of Companies, Inc.
- Technically Sarah Miller's property deed description and total land mass is 10,406 acres, rather than 1,200 acres.
- Large portion of all the areas as described in the deeds consists of primary forests and species except those areas near the road side consists of mangrove swamps.
- The area is the home of some un-protected wildlife animals species
- Large portion of all the areas are suitable for harvesting (commercial logging).
- Topographically, the entire land mass of deeds submitted to FDA is relatively flat with few water ways.
- The entire community proves that the deed is family deed, and that the community has no problem with FDA granting permission to their sister to conduct logging.

Recommendation

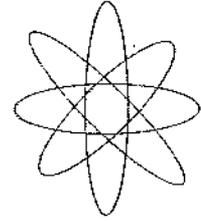
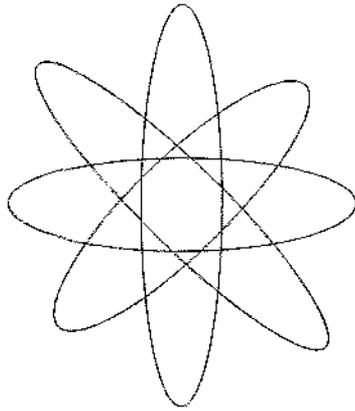
In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing (February 9-11), we herein recommend that:

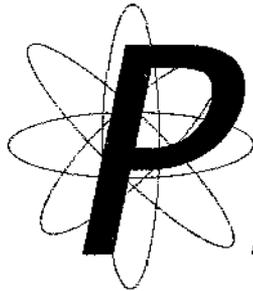
- ♣ That the deed be forwarded to the Ministry of Lands, Mines & Surveys, especially the Director of Cartography for authentication. After authenticating the deed and found legitimate, the FDA should perform the below activities:
- ♣ As per National Forestry Reform Law (NFRL) of 2006 provision in chapter five section 5.6, we therefore recommend that FDA Management issue a **Private Use Permit** for Land totaling **10,406 acres or 4,213 hectares** 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.

Cc/
DMDA
Law Office
Commercial Department
File

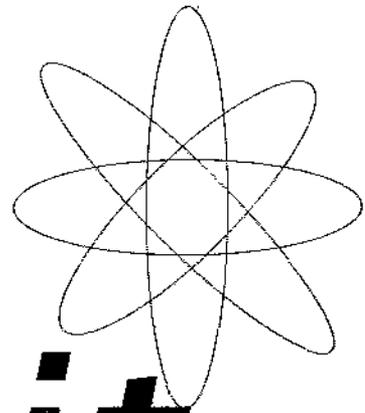
M/A

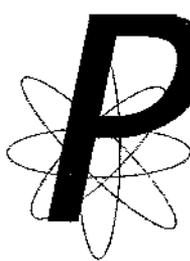
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 ***Private***

Use



 ***Permit***

