

S. E.



**PRIVATE USE PERMIT CONTRACT
BETWEEN THE
FORESTRY DEVELOPMENT
AUTHORITY
&
THE PEOPLE OF
BADE CLAN**

F.D.A.

P.O. Box 10-3010

Whein Town, Mount Barclay

1000, Monrovia 10 Liberia

Thursday, October 6, 2011



**REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)**

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF BADE CLAN FOREST, GBARPOLU COUNTY, FOR THE HARVESTING OF 83,709 HECTARES OF FORESTLAND

THIS CONTRACT made and entered into this 6th day of October 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 Bade Community, Gbarpolu County, hereinafter referred to as **Bade Clan Forest**, represented by the District Forest Management Committee by and thru Senior Citizens, **Paramount Chief Joseph Vallah, Clan David Flomo and Sumo Yanquoi, Youth Leader**, 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 **Bade Clan Forest** are legitimate owners of a tract of forestland of **83,709** hectares by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, the Kpo forest Administrative District encompassing of Bade, Upper Bokomu, Lower Bokomu and Koninga clans made an application to the Authority on **September 5, 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 **Aborigine's Grant Deed issued in 1974 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 Bade forest 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;

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

Dr. L *113* *Joseph* *M/W*

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

WHEREAS, Bade forest communities are desirous of commercializing harvestable tree species on the said tract of 83,709 hectares of land;

WHEREAS, the Authority having examined Bade's application and the requirements of Section 5.6 of the NFRL having been met, declares Bade community 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;

WHEREAS, the people above described have given their written consent through a Memorandum of Understanding (MOU) to the Forest Venture Incorporation for the management and supervision of their forestland as can be seen from copy of said MOU hereto attached and marked Exhibit "E"

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.

David
1/15
Joseph
MW

- 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.

Joseph

David

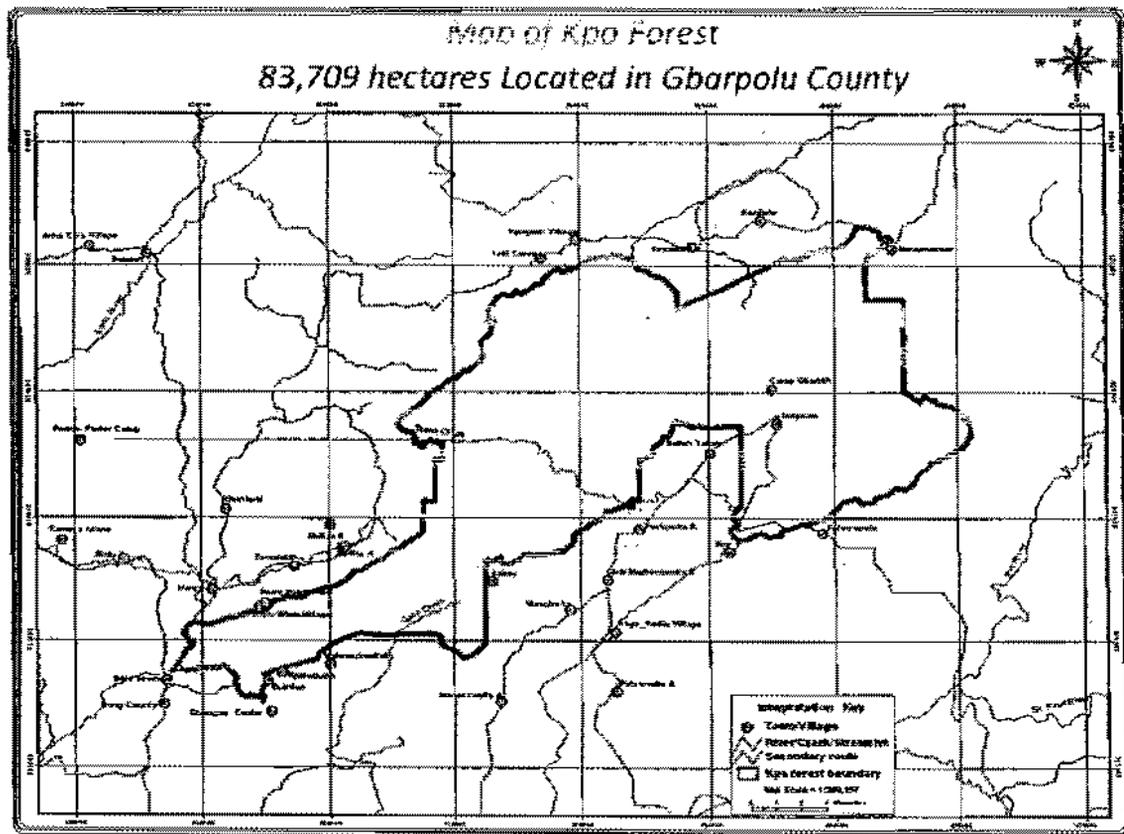
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2. Metes and Bounds/Technical Description of Bade Community Forest Land & Location Map

Starting from the Town of Laiyomah; thence a line runs N 68° E for 68,072 feet to a point; thence a line runs Due North for 23,665 feet to the point on the Tuma creek; thence a line runs along the Tuma creek northward for 96,087 feet to a point; thence a line runs S 46° E for 16,987 feet to a point; thence a line runs N 64° E for 51,469 feet to a point; thence a line runs S 64° E for 9,838 feet to a point; thence a line runs S 60° W for 8,941 feet to a point; thence a line runs Due South for 11,225 feet to a point; thence a line runs Due East for 10,117 feet to a point; thence a line runs Due South for 23,293 feet to a point; thence a line runs S 58° E for 20,815 feet to a point; thence a line runs S 54° W for 32,197 feet to a point; thence a line runs S 75° W for 35,987 feet to the point on the Tuma creek; thence a line runs Due North for 30,309 feet to a point; thence a line runs Due West for 17,707 feet to a point; thence a line runs S 54° W for 60,118 feet to a point; thence a line runs Due South for 22,170 feet to a point; thence a line runs S 63° W for 6,911 feet to a point; thence a line runs N 49° W for 8,957 feet to a point; thence a line runs Due West for 20,798 feet to a point; thence a line runs S 57° W for 31,497 feet to a point; thence a line runs N 44° W for 13,112 feet to a point; thence a line runs S 82° W for 13,037 feet to a point; thence a line runs N 12° E for 10,624 feet to the point of commencement, containing **206,845** acres of land and NO MORE.

Map of Bade Community Forestland



David *1/3* *Joseph*
MAN

3. Contract Objective

- a. To harvest merchantable tree species from 83,709 hectares of tract of land otherwise called the Bade 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 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 as 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 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

Joseph

David

11/3

M/M

- 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

David
Joseph
MS
MHW

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.

David

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Joseph

MHW

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FOR THE AUTHORITY

[Signature]
Witness

Approved:

[Signature]
Moses D. Wogbeh, Sr.
Managing Director



FOR THE PEOPLE OF BADE CLAN COMMUNITY

Joseph Vallah
Joseph Vallah
Paramount Chief/Bella Yellah

David Flomo
David Flomo
Clan Chief



Approved

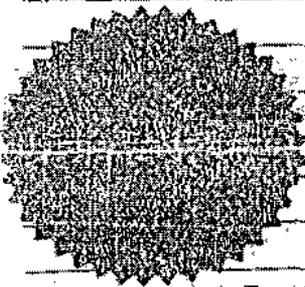
[Signature]
Florence Chenoweth
Chairman-FDA Board of Directors



[Handwritten signatures: David, Joseph, M.D.W.]

ENDORSEMENT

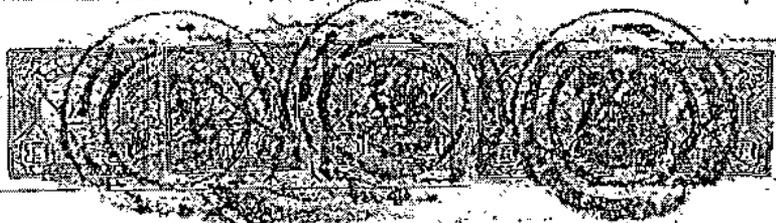
ABORIGINES GRANT From Republic of Liberia to Chief, Elders and Citizens of Bada Section, Lot No. N/A situated in Western Providence, "Let this be Registered" sgd. J. Everett Bull Commissioner of the Monthly and Probate Court, Mo. Co. Probated this 18th day of October A. D. 1952, sgd. A. T. G. Appleton Clerk of the Monthly and Probate Court, Mo. Co. Registered according to law in Vol. 1 Pages 86-87, sgd. Reuben B. Logan, Registrar, MO. Co.



GIVEN UNDER MY Hand and Seal of the Ministry of Foreign Affairs this 5th day of August A.D. 1981 and of the Republic the One hundred thirty-fourth

Christopher Minikon
CHRISTOPHER MINIKON
DEPUTY MINISTER OF FOREIGN AFFAIRS

CHECKED BY:
Augustine Jallah
AUGUSTINE JALLAH
DIRECTOR OF ARCHIVES



MAN

REPUBLIC OF LIBERIA

TO ALL WHOM THESE PRESENTS SHALL COME: Whereas it is the true policy of this Government to induce the Aboringness of the Country to adopt civilization and become loyal citizens of the Republic, and whereas one of the best means thereto is to grant land in fee simple to all those showing themselves fit to be entrusted with the rights and duties of full citizenship as voter, and whereas the Chief, Elders and Citizens of Bada Section, Western Province showing themselves to be entrusted with said rights and duties, Now Therefore know Ye: That I William V. S. Tubman President of the Republic of Liberia for and in consideration of the various duties of citizenship hereafter to be legally performed by the said Chief, Elders and Citizens of said Section, I the said William V. S. Tubman president of the Republic of Liberia, for myself and my successors in Office have granted and by these presents do give, grant and confirm unto the said Chief, Elders and Citizens their heirs, executors, administrators or assigns forever all that piece or parcel of land situated, lying and being Bada Section, Western Province, and being in the authentic of the said Province number N/N and bounded and described as follows: Commencing from Baiyomah town and running magnetic bearing as follows: North 68 degree East 1,032 chain to a point, thence Due North 359 chain to a point at the Tuma Cheek, thence running Northward along the Tuma Cheek 1,456 chain to a point, thence running South 46 degree East East 257 chain to a point, thence running North 64 degree East 780 chain to a point, thence running South 64 degree East 149 chain to a point, thence running South 60 degree West 136 chain to a point, then Due South 170 chain to a point, then Due East 153 chain to a point, thence Due South 253 chain to a point, thence running South 58 degree East 316 chain to a point, thence running South 54 degree West 488 chain to a point, thence running South 75 degree West 545 chain to a point at the Tuma Cheek, thence Due North 459 chain to a point, thence Due South West 268 chain to a point, thence running South 54 degree West 911 chain to a point, thence Due South 336 chain to a point, thence running South 63 degree West 105 chain

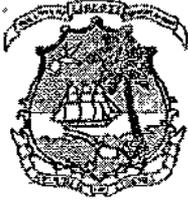
M/M

to a point, thence running North 49 degree West 136 chain to a point, thence Due West 315 chain to a point, thence running South 57 degree West 477 chain to a point, thence running North 44 degree West 199 chain to a point, thence running South 12 degree West 198 chain to a point, and thence running North 12 degree East 156 chain to the place of commencing and containing 206,845 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 thereof and thereto belonging to the said Chief, Elders and citizens of said Section their heirs, executors, administrators or assigns forever. And I the said William V. S.

Tubman President as aforesaid for myself and my successors in Office do covenant to and with the said Chief, Elders and Citizens their heirs, executors, administrators or assigns that at and until ensuing hereof, I the said William V. S. Tubman president as aforesaid by virtue of my Office had good right and authority to convey the aforesaid premises in fee simple. And I the said William V. S. Tubman President as aforesaid and my successors in Office will forever warrant and defend the said Chief, Elders and Citizens their heirs, executors, administrators or assigns against the lawful claims and demands of all persons to any part of the above granted premises.

IN WITNESS WHEREOF I the said
W.V.S. Tubman President of
Liberia have hereunto set my
hand and caused the Seal of
the Republic to be affixed
this 10th day of May A.D.
1951 and of the Republic the
105 year.
sgd. W.V.S. Tubman
President.

MM



REPUBLIC OF LIBERIA
MINISTRY OF LANDS, MINES AND ENERGY

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



Handwritten initials

Monday, October 03, 2011

Hon. Moses D. Wogbeh, Sr.
MANAGING DIRECTOR
Forestry Development Authority
Whein Town, Mount Barclay
Monrovia, Liberia

Dear Hon. Wogbeh:

We write to present our compliments, and acknowledge receipt of your letter dated 26th August 2011, Ref. No. FDA/MD/05/62-11, requesting the Ministry of Land, Mines & Energy to review, verify and authenticate deeds pertaining to Kpo, Dugbeh River, Jaedea, Beawor, Zorzor, Voinjama, Seckon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Bellah Yellah, Bopolu and Kongba Districts for which we are pleased to furnish you with our findings.

After plotting, analyzing and verification, it was observed that the documentations submitted to the Ministry were all found correct and the land un-incident thus advising the Forestry Development Authority (FDA) to proceed with the granting of the Private Use Permit (PUP) in the interest of the people of the above localities.

This Ministry remains available in these endeavours always.

Truly yours,

Maxwell C. F. Gwe
Maxwell C. F. Gwe
ACTING ASSISTANT MINISTER
Ministry of Lands, Mines & Energy



REPUBLIC OF LIBERIA

File.

Handwritten signatures and initials: Joseph, MM, 113



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

THROUGH: John D. Kantor, Snr. *[Signature]*
Technical Manager/R&D
&
Towon Nyenty *[Signature]*
FROM: Acting Manager/GIS & RS

SUBJECT: Verification of Bopolu, Kongba, Belle Yellah, Gola Konneh, Gbarma, Beawor, Voinjama, Zorzor, Seekon, Kulu-Shaw Bade and Marbo forests

DATE: October 16, 2009

Background

Predicated on a communication under the signature of Mr. August Abrihim, Planning Manager, Atlantic Resources Logging Company, requested an authentication of a tribal deeds, diagrams and locations of the above properties situated and lying in Lofa, Gbarpolu, Grand Cape Mount, Grand Gedeh, River Cess and Sinoe Counties. A team of technicians from the FDA was mandated to visit said properties for detail ground truthing, capturing of deed land marks and sightseeing of the area for management's reaction.

In light of the above, thematic maps were prepared for various localities using GIS desk studies and validation concluded by sending two surveyors and two Global Positioning System (GPS) operators, traveled to the land under consideration to conduct a joint ground truthing exercise of the area along with the tribal people and company representative.

David *Joseph* *MM*

HS

Field Patrol

During the period 2010-2011, the joint team patrolled a significant portion of the area and gathered detail information relating to ongoing multiple uses of the area, types of vegetation, topology, and livelihood of the community dwellers within the parameters of the forest.

Findings

Following an intensive tour by the team they observed and authenticated that:

- ✦ New maps and technical descriptions were prepared for Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, Beawor, Zorzor, and Seekon Districts that excluded the Gola National Forest, Alpha Logging and other concessions.
- ✦ Indeed the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, Zorzor deeded land falls directly into proposed Forest Management Contract areas "D and M"
- ✦ Beawor, Kulu Shaw Boe and Boe are un-encumbered but Bade forest is heavily - occupied by miners
- ✦ Large portion of the area under investigation consists of primary forest while at least five percent is totally degraded
- ✦ Technically, the description in the Metes & Bounds on all the deeds are correct

Recommendation

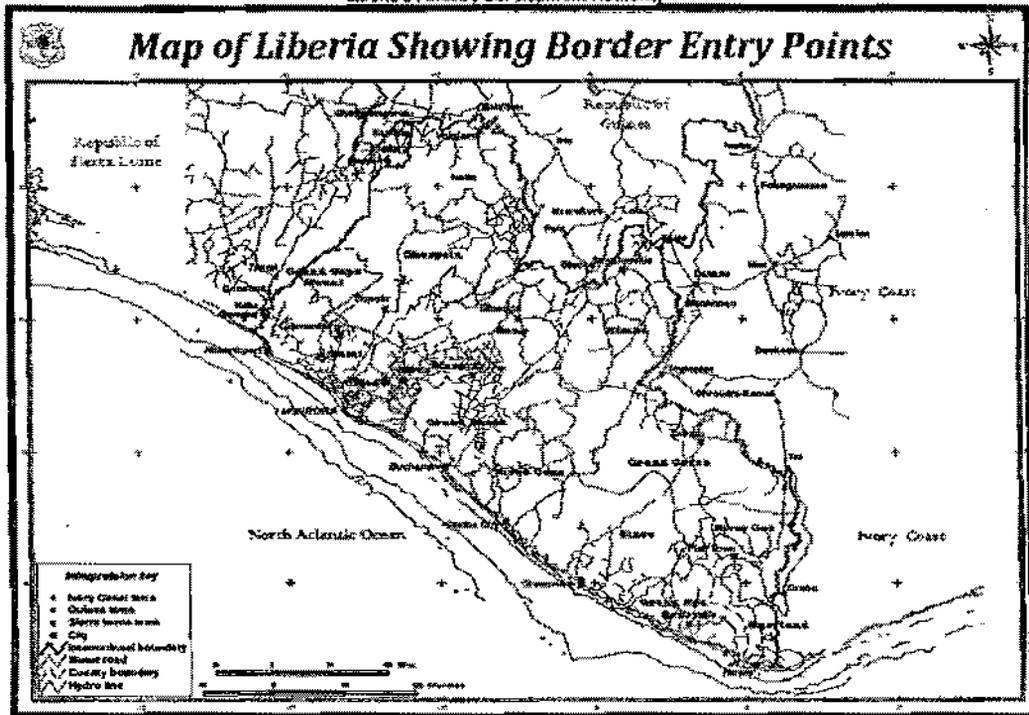
In view of the verification and confirmation of documents for this area by the Forestry Development Authority, we herein recommend that.

- ✦ That the deed be forwarded to the Ministry of Lands, Mines & Surveys for authentication. After authenticating the and found legitimate, the FDA should perform the below activities:
- ✦ As per National Forestry Reform Law (NFRL) of 2006 provision in chapter five section 5.6, we therefore recommend that FDA Management issue a Private Use Permits of the above districts 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.
- ✦ Forestry Development Authority requests the companies representing the communities to demarcate their deeded land property boundary lines to avoid possible trespass cases.

Amid Joseph MM

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Liberia's Forestry Development Authority



Prepared by the Geographic Information Service of the Forestry Laboratory of FAO

Private Use Permit