

S. G.



**PRIVATE USE PERMIT CONTRACT
BETWEEN THE
FORESTRY DEVELOPMENT
AUTHORITY
&
THE PEOPLE OF
KONGBA DISTRICT**

F.D.A.

P.O. Box 10-3010

Whein Town, Mount Barclay

1000, Monrovia 10 Liberia

Thursday, October 6, 2011

**REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)**



**PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY
DEVELOPMENT AUTHORITY AND THE PEOPLE OF KONGBA DISTRICT,
GBARPOLU COUNTY, FOR THE HARVESTING OF 122,972 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 Kongba District, Gbarpolu
County, hereinafter referred to as Kongba, represented by the Tribal Authority of
Kongba Chiefdom, 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 Kongba are legitimate owners of a tract of forestland of
122,972 hectares by virtue of inheritance through a legitimate purchase from the
Republic of Liberia;

WHEREAS, the Kongba Administrative District encompassing of Jawajeh and Zuie
clans made an application to the Authority on March 10, 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 1941 under the
signature of President Edwin J. Barclay, in proof of ownership of the subject tract of land
is hereto attached and marked Exhibit "B" to form a cogent part of this Permit;

WHEREAS, in further verification of the subject property, the Ministry of Lands, Mines
& Energy finally gives authentication and verification to the said Kongba 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
commercial forestry. Said validation report is hereto attached and marked Exhibit "D" to
form also an integral part of this contract;

13

SMW

MW

WHEREAS, Kongba is desirous of commercializing harvestable tree species on the said tract of 122,972 hectares of land;

WHEREAS, the Authority having examined **Kongba's** application and the requirements of Section 5.6 of the NFRL having been met, declares **Kongba 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 Gbarpolu Resources 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.
- 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,

18

2

Handwritten signatures and initials

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.

13

COMO
MAMU

2. Metes and Bounds/Technical Description of Kongha District Land & Location Map

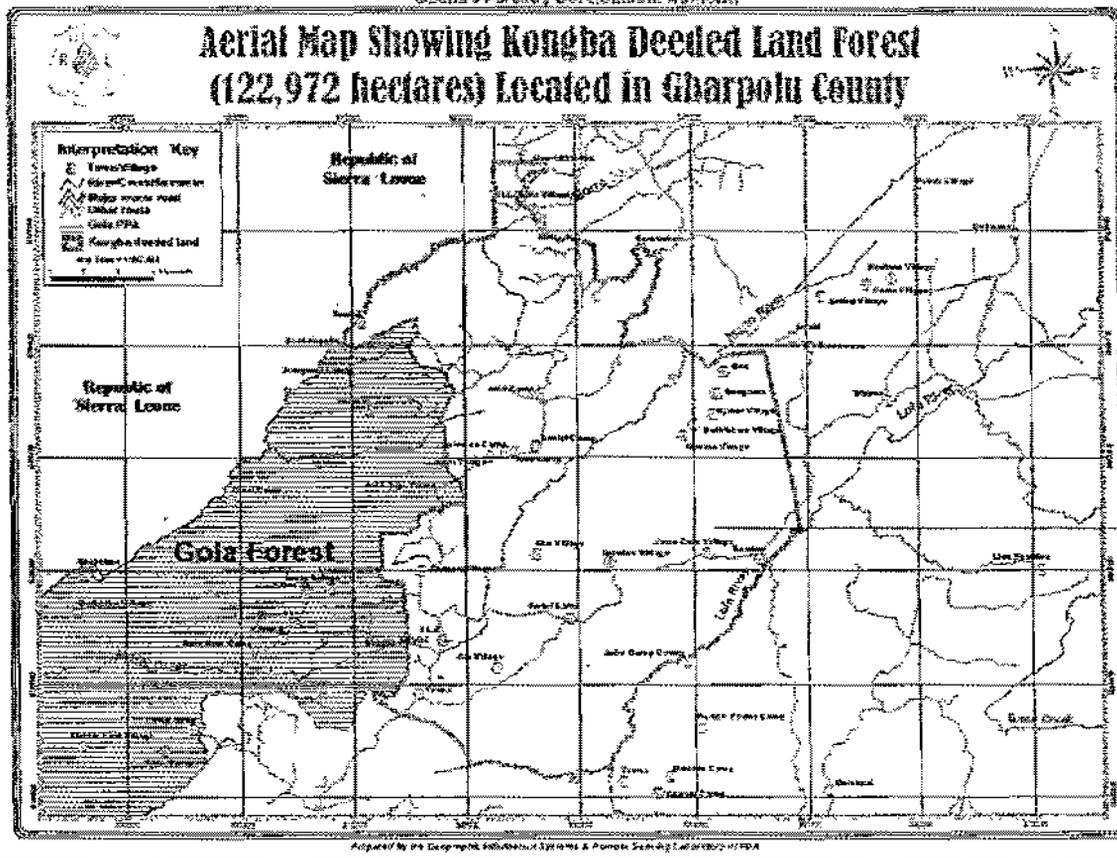
Starting at a point near Timba Village, thence a line runs S 13° E for 2,666 feet to a point; thence a line runs S 64° E for 28,547 feet to a point; thence a line runs S 21° E for 6,678 feet to the point on the tributary of the Lofa River; thence a line runs along the Lofa River in the northern direction for 139,285 feet to a point; thence a line runs N 11° W for 53,689 feet to a point; thence a line runs S 86° W for 13,523 feet to the point on the Mano River; thence a line runs along said tributary westward for 14,159 feet to a point; thence a line runs S 86° W for 17,782 feet to a point; thence a line runs N 26° E for 27,934 feet to a point; thence a line runs N 59° W for 8,136 feet to a point; thence a line runs S 22° W for 11,240 feet to a point; thence a line runs S 87° W for 9,266 feet to a point; thence a line runs Due North for 10,023 feet to a point; thence a line runs N 80° W for 14,905 feet to a point; thence a line runs N 34° W for 13,368 feet to a point; thence a line runs N 41° E for 13,386 feet to a point; thence a line runs S 88° W for 15,435 feet to a point; thence a line runs Due South for 20,432 feet to the point on the Morro River; thence a line runs along said river southward for 59,273 feet to a point; thence a line runs S 48° E for 3,817 feet to a point; thence a line runs N 58° E for 21,300 feet to a point; thence a line runs S 1° W for 13,498 feet to a point; thence a line runs S 60° E for 13,826 feet to a point; thence a line runs S 33° W for 11,978 feet to a point; thence a line runs S 20° E for 25,364 feet to a point; thence a line runs S 70° W for 24,520 feet to a point; thence a line runs S 9° E for 42,149 feet to a point; thence a line runs S 63° W for 11,212 feet to the point of commencement, containing 303,864 acres of land and NO MORE.

15

Handwritten signatures and initials:
Ji. GMS MMS

Map of Kongba District Forestland

Liberia's Forestry Development Authority



3. Contract Objective

- To harvest merchantable tree species from 122,972 hectares of tract of land otherwise called the Kongba District Land
- To engage in reforestation of the area involving indigenous species
- To create alternative uses of the tract of land after harvesting of trees
- To create employment for about 300 locals of the contract area and surrounding towns and villages.

4. Contract Duration

The contract shall be for twenty five (25) years, the land area being 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

BS JI SAKS MAM

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

6. **Land Rental & Stumpage Tax**

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

7. **Other Fees & GOL Taxes**

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

8. **Pre-felling Date**

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

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

9. **Employment**

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

Termination

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

9. **Force Majeure**

1/3

01. 9/2/13 M/M 6

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.

1/3

M. SAM MIM

FOR THE AUTHORITY

Fally
Witness

Approved:

Moses D. Wogbeh, Sr.
Moses D. Wogbeh, Sr.
Managing Director



FOR THE PEOPLE OF KONGKA ADMINISTRATIVE DISTRICT

John Try
John Try
Paramount Chief/Zuie

Blama Kporkpor
Blama Kporkpor
Acting Paramount Chief/Jawajer

Approved

Suzi B.
Florence Chenon
Chairman-FDA Board of Directors



15
Ji 5/17/73 MTHW ⁸

Ms. 7000 George



GBARPOLU COUNTY FOREST MANAGEMENT COMMITTEE
GBARPOLU COUNTY
REPUBLIC OF LIBERIA



Friday, August 19, 2011

Hon. Moses D. Wogbeh, Snr.
Managing Director
Forestry Development Authority
Wein Town
Mount Barclay
Monrovia, Liberia

Exhibit "A"

RE: REQUEST FOR PRIVATE LAND USE PERMIT

We the citizens of Gbarpolu County, represented by our civil and Traditional leaders, Elders, Chiefs, Zoes, Youth opinion leaders and the District Development Association has being communicating with you since August 12, 2010, for the possibility of your institution granting parcels of forest land to our people through Private Use Permits as a way of self sustenance and contributing to the Government's Poverty Reduction Strategy.

Hon. Wogbeh, reference to your letter dated September 27, 2010, Ref: MD/147/2010-1, in which you requested us to pay some fees for the verification and analysis of our deeds before the issuance of the PUP; we paid the full amount to Dr. John D. Kantor and Dr. Augustine B.M. Johnson of your technical department; they sent engineers Stephen Slewion and Randal Sambollah of your survey department who conducted the survey; the survey report was accepted by Dr. E.C.B. Jones of the Ministry of Lands, Mines and Energy who later wrote that your department conduct a rigorous GIS Desk Study for the issuance of a Private Use Permit.

Owing to this back drop, we are again requesting you to issue our people Private Use Permit in favor of the attached district deeds that were verified, analyzed and computed by Dr. Kantor, Dr. Johnson of the FDA and Dr. Jones of the Ministry of Lands, Mines and Energy.

Your earliest response in granting our District Private Use Permit would highly be appreciated by the people of Gbarpolu County.

Signed:
Norris Kollie
SENIOR CITIZEN
Gbarpolu County

Kantor,
Let us meet to
verify all request for
the citizens of Gbarpolu
County ask for
get Private Use permit
Gbarpolu County
Forest Management Committee
(FMC)
Gbarpolu County Liberia 25/8/11

Cd
Superintendent/Gbarpolu County
House of Senate/Gbarpolu County
House of Representatives/Gbarpolu County

13 Ji qm0 UMM

KONGBA DISTRICT COMMUNITY FOREST MANAGEMENT AUTHORITY

Zuie Headquarter

Kongba District, Gbarpolu County, Liberia

March 10, 2011

Hon. Moses D. Wogbeh, Sr.
Managing Director
Forestry Development Authority (FDA)
Whein Town, Liberia

Dear Sir:

I bring you greetings from the people of Kongba District, Gbarpolu County. It has come to our attention that the Forestry Development Authority (FDA) is proposing the establishment of a Forest Management Contract (FMC "D") in Kongba District. If this Forest Management Contract is implemented, it will consume 291, 996 hectares of our established 300,900 hectares, leaving the Kongba people with only 8, 994 hectares of land.

Mr. Managing Director, I ask that you please revisit your decision to encroach on our ancestral land. Please see the attached deed. We will be highly encouraged were we to be invited to your office for a discussion and resolution to what could be perceived as a developing problem.

We look forward to an early response per this communication. We wish you will in the administration of your duties in that interest of the Liberian people.

Very truly yours,



Sando B. Brown
Chairman-Kongba District Community Forest Management Authority

CC: Senior & Junior Senator-Gbarpolu County
District #1 Representative
Superintendent
Commissioner

Ji 9/15/11 MAM



REPUBLIC OF LIBERIA
FORESTRY DEVELOPMENT AUTHORITY (FDA)

Office of the Managing Director

Whoin Town, Mt. Barclay
P.O. Box 3010
Montserrado County
Monrovia, Liberia
West Africa

Cell# (231) 06513994
(231) 0880713225
(231) 06552717

MD/67/2011/-11

May 2, 2011

Mr. Sando B. Brown
Chairman
Kongba District Community
Management Authority

Dear Sir:

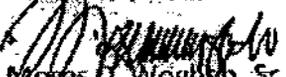
We offer our compliments and acknowledge receipt of your communication dated April 26, 2011 in which you made reference to the verification and authentication of your 300,900 hectares of forest in Kongba District.

Please note that the communication of March 23, 2011 that you referred to in your communication was not meant to verify or authenticate your deed. It was meant to capture Way Points in UTM (Universal Transmetal Mectator) to identify the actual commencement point along the Lofa River. The Deed presented to the FDA did not give the actual commencement point but only mentioned a point along the Lofa River. It was not also readable as the prints were dull.

We are therefore requesting that you adhere to the cost estimate sent to you by the FDA Management to verify and capture other topographic information of your deeded land.

Kind regards.

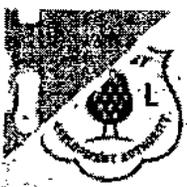
Sincerely yours,


Moses D. Wogben, Sr.

MANAGING DIRECTOR

MDW/JDK/sfl

Handwritten notes:
1/15
0/1/11



REPUBLIC OF LIBERIA FORESTRY DEVELOPMENT AUTHORITY

OFFICE OF THE ASSISTANT MANAGING DIRECTOR

March 23, 2011

Mr. Sando B. Brown
Chairman
Kongba District Community
Forest Management Authority
Zuie Headquarters, Kongba District
Gbarpolu County, Liberia

Dear Mr. Chairman

We write to acknowledge receipt of your letter dated March 10, 2011, relating to the purposed Forest Management Contract (FMC) Area "D" in Kongba District in which you mentioned that it would consume 291,996 Hectares of your established 300,900 hectares.

In response to your claim, we are pleased to inform you that your communication submitted did not include a Title Deed/ Aborigine's Grant Deed as stated in your letter to enable the Management of FDA to conduct field and ground base verification.

In view of the aforementioned, we request that you submit a clear photo copy of your deed / diagram covering the entire 300,900 hectares of the Kongba people's land as to permit a team of Geographic Information System and Remote Sensing Technicians to conduct field validation.

Thanks in advance for your understanding and cooperation as we strive to sustainably manage and protect the remaining tropical forest in West Africa.

Kindest regards


Kederick F. Johnson
Acting Managing Director
Forestry Development Authority

CC: Moses D. Wogbeh – MD
TM/R&D
TM / Commercial
File GIS / RS LAB

Whein Town, Mount Barclay, Liberia
P. O. Box 10-3010
Mobile #: 077287355/06769107
Email: kfjohnson97@yahoo.com

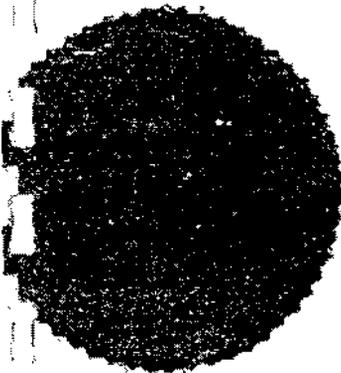


Handwritten initials: SWW, 1/5

Handwritten initials: MNA

Exhibit "B"

THIS IS TO CERTIFY THAT the document herein is a true and correct copy of a PUBLIC LAND GRANT DEED from the Republic of Liberia To the People of Kangbar as registered according to law in Vol. 43 pages 49-51, re-registered in Vol. 21-2001 pages 278-280 and filed at the Center for National Documents & Records/National Archives, R.L.



Given under our hands and seal of the Center for National Documents & Records/ National Archives, R.L. this 28th day of June A.D. 2006.

[Handwritten signature]
ACTG. REGISTRAR OF DEEDS AND TITLES REGISTRY
CNDR/NATIONAL ARCHIVES, R.L.

CHECKED BY:

REPUBLIC OF LIBERIA
CENTER FOR NATIONAL
DOCUMENTS & RECORDS ARCHIVES
[Signature]
Lincoln B. Barfall, Sr.
ACTING DIRECTOR GENERAL/CNDRA

1/5



[Handwritten initials]
SMA
JK
4/2006

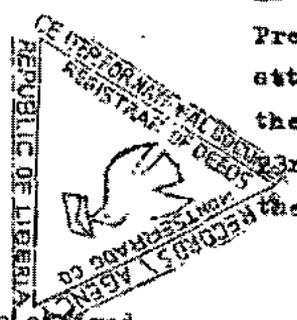
The Grantee covenant with Granter to perform the following duties as cultivating the land and hereby granted the planting of products as may be proscribed by government Regulations and that Grantee shall at all times conform to all regulations proscribed by laws failing the performance of these obligations this grant shall become null and void otherwise to remain in full force and virtue

TO HAVE AND TO HOLD the above granted premises together with all and singular the buildings, improvements and appurtenances thereof and thereto belonging to the said people of Kengbar and the inhabitants thereof and their heirs forever and I the said Edwin Barclay, President of Liberia for me and my successors in office do covenant with the people of Kengbar and their heirs that at and until the encasing hereof I the said Edwin Barclay President as aforesaid by virtue of my office and promise to the said people of Kengbar and the inhabitants thereof as tenants in common and I the said Edwin Barclay, President as aforesaid and my successors in office subject to the reservation herein expressed will forever warrant and defend the said land to the said people of Kengbar and their heirs against any grant of the above granted premises the above tract of land cannot be sold transferred or assigns without consent of the Government of Liberia.

In Witness Whereof I Edwin Barclay President of Liberia have hereunto set my hand and caused the seal of the Republic to be affixed on this 23rd day of March A.D. 1941 and of the Republic the

Edwin J. Barclay
P R E S I D E N T

One/\$1.00 Rev. Stamps affixed



E N D O R S E M E N T

PUBLIC LAND GRANT from the Republic of Liberia To The People of Kengbar in the Western Region of Liberia "Let this be Registered" J.A. Gittens Commissioner of the Monthly and Probate Court probated this 23rd day of February A.D. 1942 J. Everett Bull Clerk of Monthly and Probate Court Registered according to Law in Vol. 43 page 49-51 due to mutilation Registered according to law in Vols. 21-2001 pages 276-280 and filed at the Center for National Documents & Records/National Archives, R.L.



Handwritten initials and signatures: "SEND", "15", "Ji", "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

Monday, October 03, 2011

Exhibit "C"

Hon. Moses O. 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, Seekon, 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-incumbent 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.

YI
9/20/11
MB
Man



Forestry Development Authority

P.O. Box 10-3010

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

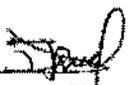


Exhibit 'D'

MEMORANDUM

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

FROM: Towon Nyenty 
Acting Manager, FDA GIS Labs

THROUGH: John D. Kantor, Sr. 
Technical Manager, R&D/FDA

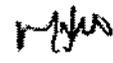
Subject: Verification of Bopolu, Kongba, Belle Yellah, Gola Konneh, Gbarma, Beawor, Voinjama, Zorzor, Seekon, Kulu-Shaw Bade and Marbo forests

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.

yi 
5/20/09 

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 communities 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.

REPUBLIC OF LIBERIA)
GBARPOLU COUNTY)

Exhibit "E"

FOREST MANAGEMENT AGREEMENT

THIS FOREST MANAGEMENT AGREEMENT is made and entered into this _____ day of September, A.D. 2006 between the Chiefs, Elders, and Citizens of Kongba District, Gbarpolu County, Republic of Liberia represented by prominent and eminent citizens of Kongba District in persons of the Representative for the Tribal Authority: Messrs John Try, Blama Kporkpor, John Boakai, Boakai Gban, Singbe Siaffa, Madam Hawa Gbehtu, Madam Hawa Kanneh, Mr. Richard Fallajui, Mr. Lawrence V. Sherbo, Jr., Mr. Fahn K. Musa, Mr. Singbe Danda, Amah Falajuah, Hon. Sam Cueh Blamah, and attested by Hon. Gbondojever Quiah, Representative District No. 1 Gbarpolu County (hereinafter known and referred to as "LESSORS") and GBARPOLU RESOURCES INC., represented by its Chief Executive Officer, Han Dong Chun, of the City of Monrovia, Republic of Liberia (hereinafter known and referred to as "LESSEE"), hereby: -

WITNESSETH

WHEREAS, the LESSORS owned and possessed 576,250 (five hundred seventy six thousand two hundred fifty) acres of forest land granted to them by the Government of the Republic of Liberia situated and lying in Kongba District, Gbarpolu County, Republic of Liberia; and

WHEREAS, the LESSORS have agreed to lease and convey 40% or 230,500 (two hundred thirty thousand five hundred) acres which form a portion of the 576,250 acres of forest land to the LESSEE for a period of fifteen (15) calendar years certain commencing on the _____ day of _____ A.D. 2006 up to and including the _____ day of _____ A.D. 2021 with an optional period of 10 (ten) years, subject to LESSEE conducting a survey of the timber resources in the tribal land. The metes and bounds of said land are as follows:

"Commencing at a point along the Lofa River said point being on the western bank of the said Lofa River and also 150 chains up river above the confluence of the Butufa Creek to the Lofa River and running on magnetic bearing as follows: Charting Northwest along the said Lofa River 4,101 chain to a point and said point being the confluence of major creek to the Lofa River in the vicinity of Konehun Town; thence charting northwest ward along the said stream 1,000 chain to its source in the hills around Ngilima Town to a point; thence running north 31 degrees west 250 chains to a point along the headwater of the Mano River; thence charting down stream along the said Mano River 875 chain to a point being the confluence of a tributary; thence charting northwest ward along the said tributary 250 chain to a point; thence running north 50 degrees west 1620 chain to a point on the Mehambi Creek; said point being at the International boundary of the Republic of Liberia and the Republic of Sierra Leone; thence running Due south 1025 chain to a point on the Mano River said point also being the International boundary of the Republic of Liberia and the Republic of Sierra Leone; thence charting down streams along the said Mano River which also forms the boundary of the Republic of Liberia and the Republic of Sierra Leone 2,250 chains to a point and said point being the confluence of the said Mano River and it's tributary the Kutuya Creek; thence charting eastward along the said Kutuya Creek 1,000 chain to a point; thence running south 78 degrees 30 minutes east 425 chain to a point; thence running south 30 degrees east 510 chain to a point; and thence running south 13 degrees 30 minutes east 500 chain to the place of beginning and containing 576,250 acres of land and no more."

NOW THEREFORE, the LESSORS and LESSEE have agreed to work for mutual interest of both parties on the below terms and conditions:

J.T. *SPAS* *MM*

1. That it is mutually understood and agreed upon by both parties that the LESSEE will undertake various development projects which will include the construction of school(s), clinic(s) and latrine facilities for the education and medical needs of the District.
2. It is mutually agreed and understood that the LESSEE shall pay to the LESSORS the sum of US\$4,000.00 (Four Thousand United States Dollars) at the signing of this agreement, representing advance land rental fee payment under this agreement.
3. That the LESSEE will also pay to the LESSORS the amount of US\$3.00 (Three United States Dollars) per every cubic meter of merchantable timber for the exploitation of productive forest land of the 40% or 230,500 acres herein granted by the LESSORS.
4. It is understood and agreed by both parties that the payment of the annual land rental fee of US\$0.20 (Twenty Cents United States Dollars) ~~per acre will be paid by~~ LESSEE to the LESSORS annually in advance for the duration of this agreement; however, this payment takes effect at the end of the third year of this agreement, that is, on the _____ day of _____ A.D. 2009.
5. It is further understood and agreed by both parties that considering the fact that it will take some time before actual operations commences on the timber forest, LESSEE shall pay to the LESSORS the amount of US\$2,000.00 (Two Thousand United States Dollars) as gratis per annum for a projected period of three (3) years as of the date of the signing of this agreement by the mutual parties.
6. That the LESSEE will construct and improve roads within the concession areas, which will be in accordance to Ministry of Public Works standards.
7. It is further understood and agreed upon by both parties that the LESSEE shall operate the forest for the sole purpose of producing logs, timber, and other finished or semi-finished forest and wood products.
8. It is further agreed and understood by both parties that the LESSEE will build or cause to be built a sawmill to facilitate the processing of round logs, timber and other wood products. The erection of the sawmill by the LESSEE is in efforts to create job facilities within the District, which is a direct and indirect benefit to the citizens and residents of the District.
9. It is further agreed and understood by both parties that the building of the sawmill will take place within the first five (5) years as of the signing date of this agreement and that employment preference will be given to qualified and willing to work citizens of the District of Kongba.
10. It is agreed upon by both parties that in the event of disputes between the parties, either party will give ninety (90) days notice to the other party of his intention to nullify the contract. Within this period, efforts should be made to correct or solve the problem. In the event that the issue is not resolved a board of arbitrators comprising of five (5) persons will be setup comprising of two (2) representatives from each parties, and a Chairman selected by the both parties. The decision from the board shall be final.
11. It is further understood and agreed by both parties that the following conditions shall be considered for cancellation of the agreement:
 - a. That the LESSEE does not meet the stipulated payment terms. 11
JB
LWA
MMA
 - b. That the concession areas are found to be non-productive for logging

12. It is also agreed that in the event of force majeure, that is, civil disturbances, civil war, invasion, and government actions which may make impossible the performance of this agreement that said agreement shall be extended for an additional term to cover the period of the force majeure. If during the period of force majeure, LESSEE is without the bailiwick of the Republic of Liberia, the right of LESSEE'S leasehold shall not be affected by his absence until LESSEE expressly state that he has no intention to return to Liberia, or LESSEE has received demand from LESSORS and refuses to such a demand; in that case, LESSORS shall repossess the forest land to avoid it from waste.

13. It is also mutually agreed and understood by both parties that the LESSORS constituted by the Chiefs, Elders, Chairladies, Chairman and Representative and citizens of Kongba Chiefdom/District, Gbarpolu County, shall be considered the legal representatives of the District, except where the LESSEE is otherwise informed through a written communication of any changes.

14. It is finally understood and agreed that the terms and conditions of this agreement shall be binding on the heirs, administrators, administratrix, and successors in business and all legal representatives of the parties as if they were physically present at the signing of this document.

DONE ON THE _____ DAY OF _____, A.D. 2006 WHEN WE HAVE HERETO AFFIXED OUR HANDS AND SIGNATURES IN THE CHIEFDOM OF KONGBA, GBARPOLU COUNTY, AND REPUBLIC OF LIBERIA.

IN THE PRESENCE OF

FOR LESSORS:

[Signature]

[Signature]

For the Tribal Authority of Kongba Chiefdom
Gbarpolu County, Republic of Liberia
The Chiefs, Elders and Citizens of Kongba Chiefdom

Musa Zinnah

[Signature]
John Try, Paramount Chief, Zuie Chiefdom
Kongba District, Gbarpolu County, Liberia.

Stephen Zinnah

[Signature]
Blama Kporpor, Acting Paramount Chief, Jawajer
Clan, Kongba District, Gbarpolu County, Liberia.

Joseph McGill

[Signature]
John Boakai, General Town Chief, Zuie Chiefdom,
Kongba District, Gbarpolu County, Liberia.

Cephas Blama

[Signature]
Boakai Gbau, Dean Elder
Kongba District, Gbarpolu County, Liberia.

John K. Williams

[Signature]
Singbhe Sinafa, Elder,
Kongba District, Gbarpolu County, Liberia.

[Handwritten initials]

M. Sando Fulleyo


Fahn K. Musa, Clan Chief
Mbarma Clan, Kongba District
Gbarpolu County

Ensin Bah


Singbe Danda, Elder
Mbarma Clan, Kongba District
Gbarpolu County

Thun Amang


Amah Falajuah, Elder
Jawajeh Clan, Kongba District
Gbarpolu County

V. Sam Cuh Blamah


Hon. V. Sam Cuh Blamah
County Commissioner
Kongba District, Gbarpolu County

Handwritten initials: "TB", "MMW", and "SMM".



Ben M. Fahn, Sr.

Hawa Gbehtu, Chairlady, Zaie Chiefdom
Kongba District, Gbarpolu County, Liberia.

John Blama

Hawa Kanneh, Chairlady, Jawajer Clan
Kongba District, Gbarpolu County, Liberia.

Richard Fallajun

Richard Fallajun, Development Chairman
Kongba District, Gbarpolu County, Liberia

Scott V. Younger

Lawrence V. Sherbo, Jr., Youth Chairman
Kongba District, Gbarpolu County, Liberia.

Attested:

Hon. Gbondojeve Quiah, Representative
District No. 1, Gbarpolu County, Republic of Liberia

FOR LESSEE:

Han Dong Chun, Chief Executive Officer
GBARPOLU RESOURCES, INC.

\$5.00 Revenue Stamps affixed on the original.



1/3

gamm

MW





Republic of Liberia
Montserrado County

The Notary Public
Monrovia, Liberia

NOTARY CERTIFICATE

Personally appeared before me ALETHA W. SIMPSON
A Duty Qualified Notary Public For The County of Montserrado,
Republic of Liberia. Aforesaid The Parties To The Attached

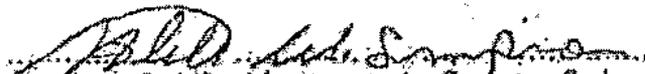
"POWER OF ATTORNEY FROM CHIEFS, ELDERS AND CITIZENS OF
KONGBA DISTRICT, BARPOLO COUNTY, REPUBLIC OF LIBERIA,
EXECUTED IN FAVOUR OF MR. SANDO B. BROWN OF SAID CHIEFDOM"

did in my presence and in the presence of each other execute
and sign their genuine signatures on the said instrument to be
the person (s) they represent and that the same was made in
my presence and declared by each of them to be their volunt-
ary acts and in their own hand writing.

Therefore, I, ALETHA W. SIMPSON, Notary Public aforesaid
have attached my Official Signature and Notary Seal to avail
when and where necessary.

Given officially from under my hand and seal
at office this 20TH day of DECEMBER
A. D. 2004

Seal


Notary Public, Montserrado County, R. L.

\$2.50 Revenue Stamp

Handwritten initials and marks at the bottom of the page.

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

POWER OF ATTORNEY FROM KONGHA DISTRICT
GBARPOLO COUNTY, REPUBLIC OF LIBERIA

INOW ALL MEN BY THESE PRESENTS THAT THE CHIEFS, ELDERS, AND
CITIZENS OF KONGHA DISTRICT, GBARPOLO COUNTY, REPUBLIC OF LIBERIA, HEREBY
MAKE, CONSTITUTE, AND APPOINT MR. SANDO B. BROWN, OF KONGHA DISTRICT,
GBARPOLO COUNTY, REPUBLIC OF LIBERIA, OUR TRUE AND LAWFUL ATTORNEY-IN-
FACT FOR US AND IN OUR NAME, PLACE, AND INSTEAD, GIVING TO MR. SANDO BROWN
FULL POWER TO DO AND PERFORM ALL AND EVERY ACT AS ADMINISTRATOR OF THE
FOREST AND TRIBAL RESERVE OF KONGHA DISTRICT, GBARPOLO COUNTY, REPUBLIC
OF LIBERIA, THAT HE MAY LEGALLY LOCATE LOCAL AND OVERSEA INVESTORS WHO
MAY WISH TO EXPLOIT SAID FOREST RESERVE FOR COMMERCIAL USE.

GIVING AND GRANTING FULL POWER OF ATTORNEY OF SUBSTITUTION, AND NEGOTA-
TION I.S. MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE DISTRICT
OF KONGHA, INDIVIDUALS AND COMPANIES.

IN WITNESS WHEREOF, WE HAVE HEREBY SET OUR
HANDS AND SIGNATURES ON THE TWENTY-SEVENTH DAY
OF DECEMBER, A.D. 2004 (DECEMBER 27TH A.D. 2004)

SIGNED:

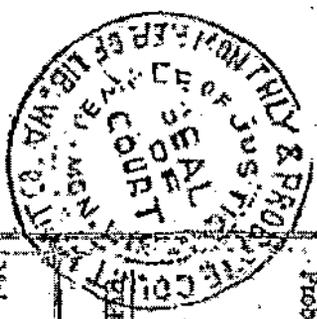
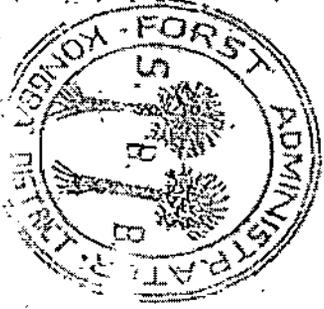
- | | |
|---|---|
| 1. <u>HOAKAY KANNEH</u>
ELDER, AUIE CLAN | 2. <u>JOHN BOAKAY</u>
CLAN CHIEF, AUIE CLAN |
| 3. <u>JAM KANNEH</u>
ELDER, NBARMA CLAN | 4. <u>PAIM HUSSAH</u>
CLAN CHIEF, NBARMA CLAN |
| 5. <u>THOMAS ARMARA</u>
ELDER, NORMON CLAN | 6. <u>MAGILE VUNYI</u>
CLAN CHIEF, NORMAN CLAN |
| 7. <u>ARMA JOHNSON</u>
ELDER, TONGLAY CLAN | 8. <u>ADOMA SIBIRI</u>
CLAN CHIEF, TONGLAY CLAN |
| 9. <u>VARDNY BAH</u>
GENERAL TOWN CHIEF
AUIE CLAN | 10. <u>HOMO SEH</u>
GENERAL TOWN CHIEF
NBARMA CLAN |
| 11. <u>VARDNY GHELLY</u>
GENERAL TOWN CHIEF
NORMON CLAN | 12. <u>HOMO SIRISAF</u>
GENERAL TOWN CHIEF
TONGLAY CLAN |

WITNESSED BY: John B. Try XXX APPROVED: SAM V. CUEH BLAMA
JOHN B. TRY/PARAMOUNT CHIEF DISTRICT COMMISSIONER
ZUIE CHIEFDOM

BLAMA KFOROR
PARAMOUNT CHIEF, KANAYEH CHIEFDOM

Handwritten notes and signatures at the bottom right of the page.

WANDOLIS WILSON
SN 706562753



ZENS OF KENBA DISTRICT DEARBODU COUNTY, REPUB-
LIC OF LIBERIA, SUCCEDED IN FAVOUR OF MR. SANDO
B. BROWN OF SAND CHERTON.

"LET THIS BE REGISTERED"

JUDGE OF PROBATE NO. CO

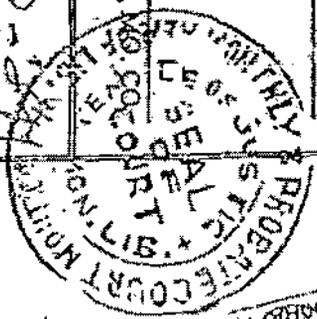
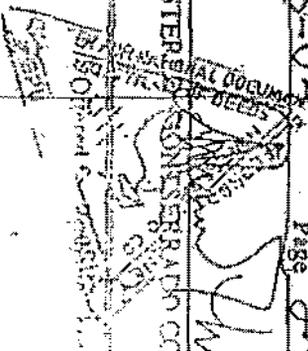
Probate this 27th day of December

AD. 20. 04

CLERK MONTHLY & PROBATE COURT, NO. 100 COURT STREET, LIBERIA

Registered According to Law in
Vol. 7B-012 Page 290-291

REGISTERED BY [Signature]
DEARBODU COUNTY, S.L.



THIS DOCUMENT HAS BEEN LEGALLY REGISTERED AT THE NATIONAL ARCHIVES ON THIS AM/PM
7:40:00 AT 12:00 AM/PM

7B

[Signature]

[Signature]