



LIBERIA TREE AND TRADING COMPANY, INC

Paynesville, City
Monrovia, Liberia

DOCUMENTATION: GBI COMMUNITY FOREST MANAGEMENT AGREEMENT

**SUBMITTED TO: HON. MOSES WOGBEH, MANAGING DIRECTOR
FORESTRY DEVELOPMENT AUTHORITY
WHEIN TOWN, MOUNT BARCLEY**

**FROM: MR. RICKS Y. TOWEH
PRESIDENT/C.E.O
LTTC, INC.
MONROVIA, LIBERIA**

DATE: JANUARY 10, 2011



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LIBERIA TREE AND TRADING COMPANY, INC

Payresville City
Monrovia, Liberia

E-mail: nickstoweh@yahoo.com

Cell # 231 - 6 - 513 - 250

L TTC, INC./RYT/P-C.E.O/208/11

January 10, 2011

Hon. Moses Wogbeh
Managing Director
Forestry Development Authority
Congo Town
Monrovia, Liberia

Dear: Hon. Wogbeh

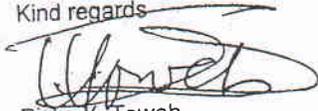
In compliance with the Community Right Law and Forest Development Authority Regulations on Community Forest Management, it is incumbent upon the applicant for the management of community forest to negotiate with the communities, and come out with terms and conditions for the management and operation of the community forest.

Hence, in view of the above, our establishment has completed negotiation with the Gbi Community, Tappita, Nimba County, to manage and operate their community forest comprising of thirty one thousand one hundred fifty five (31,155) hectares of community forest land.

Sir, because of the importance and urgency attach to this document; we hereby apply by way of this communication to grant our company, L TTC, Inc., the necessary Permit and/or and all legal instruments that will enable us manage and operate the said community forest in conformity with the rules and regulations coupled with sustainable logging practice of the herein mentioned forest.

We hereby attach a sketch map (metes and bounds) of the area, all relevant documents consummated between community and ourselves including the Letter of Introduction of our company to your honorable office by the community for your timely reaction.

Kind regards



Ricks Y. Toweh
PRESIDENT/CEO

ATTACHMENTS:



Office of the Managing Director

REPUBLIC OF LIBERIA
FORESTRY DEVELOPMENT AUTHORITY (FDA)

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

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

Ref: MD/13/2011/3

January 24, 2011

Rick Y. Toweh
President/CEO
Liberia Tree & Trading Company (LTTTC)
Paynesville City
Monrovia, Liberia

Dear Mr. Toweh:

We write to present our compliments, and acknowledge receipt of your communication dated January 10th, 2011 in which you submitted a proposed Community Forest Area and requested the Forestry Development Authority (FDA) to issue your company Private Use Permit (PUP) to conduct logging activities in the Gbi Community, Tappita, Nimba County.

In response to your request, we are pleased to submit to your offices the cost estimate to facilitate a team of technicians from Monrovia to the Area of Interest (AOI), Gbi Community to capture the geographic coordinates to verify the exact commencement point in both Universal Traverse Mercator (UTM) and Decimal Degrees (DD) for the plotting and verification of the Proposed Community Forest area.

We are also pleased to confirm that the verification, analysis and validation of the Community area would be executed by technicians within the Geographic Information Systems & Remote Sensing Laboratory, under the guidance of the Technical Manager of Scientific Research & Development Department of FDA.

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

Below is an attached budget.

Thanks for your consideration.

Sincerely yours,

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

Rec'd 25/01/11

ESTIMATE TO VERIFY USING GPS THE ACTUAL BOUNDARY LINE OF
THE PROPOSED COMMUNITY FOREST IN DORU COMMUNITY NIMBA
COUNTY

FDA TECHNICIAN

#	Staff	# of person	Prediem rate (USD)	# OF Days	Total (USD)
1	Supervisors	2	\$ 80.00 x 2	\$ 160.00 x 8	\$1,280.00
2	Chief Surveyor	1	\$ 60.00 x 1	\$ 60.00 x 8	\$ 480.00
3	Assit. Surveyor	1	\$ 60.00 x 1	\$ 60.00 x 8	\$ 480.00
4	GPS Technician	1	\$ 60.00 x 1	\$ 60.00 x 8	\$ 480.00
5	Driver	1	\$ 40.00 x 1	\$ 40.00 x 8	\$ 320.00
6	Fuel				\$ 510.00
				Grand Total	\$3,550.00

MILEAGE CALCULATION

*From Monrovia to Area of Interest/Gbi Community in Nimba County is 339 miles
equal 33.9 U.S Gallons.*

*From Area of Interest/Gbi Community in Nimba County to Monrovia is 339 miles
equal 33.9 U.S Gallons.*

TOTAL FUEL CONSUMPTION IS 67.8 GALLONS

Cc/

John D. Kantor / TM/ R & D
Torwón T. Yantay/AM/GIS & RS
File

Gbi Chiefdom
Tappita Statutory District
Nimba County
Republic of Liberia

December 11, 2010

REF: LETTER OF INTRODUCTION

Hon. Moses Wogbeh
Managing Director
Forestry Development Authority
Congo Town
Monrovia, Liberia

Dear Hon. Wogbeh:

We, the citizens of Gbi Chiefdom, do hereby write to introduce to you Liberia Tree and Trading Company, Inc.

Liberia Tree and Trading Company, Inc. has approached us for the purpose of operating and managing our Community Forest situated and lying Gbi Chiefdom. The surface area of our forest is approximately Thirty One Thousand One Hundred Fifty Five (31,155) hectares.

The citizens of Gbi have negotiated, concluded and signed an Agreement with LTTC and have resolved to grant LTTC, Inc. the exclusive rights to operate and manage of Community Forests in a sustainable manner for mutual benefits of our people.

Hence, this Letter of Introduction.

Please find attached all relevant Agreement for perusal and timely consideration.

With sentiments of our high esteem.

Respectfully yours,

FOR: THE AFFECTED COMMUNITIES FOR GBI CHIEFDOM
(OWNERS)

IN THE PRESENCE OF:

Arthur W. Sayee
PARAMOUNT CHIEF

Mark V. Zanne

Hon. Anthony Chappy William Xamus

Charles Abandja
Elder

Joseph Mendee

Isaac Kunwan
Elder

Alfred Tolowel

Edward David
Touchnif

Farkalo Zor Zor
Elder

Johnson Zano
Citizen Rep

Albert G. Cabah
Elder

James Ghah
Elder

George Harris
Elder

DAVID M. TOE SR.
STATUTORY DIST. SUPERINT.
DISTRICT COMMISSIONER
NIMBA
DISTRICT COMM.

M. MAMBIAH VAMORE SUPERINT.
STATUTORY DIST. SUPERINT.
NIMBA COUNTY

Approved: _____
M. Mambiah Vamore
Statutory District Superintendent
Tappita Statutory District, Nimba County

PETITION

FROM

THE ELDERS, CHIEFS, ZONES, YOUTH, WOMEN ORGANIZATION AND
CITIZENS OF THE DISTRICT OF GBI AND DORU DISTRICT, TAPPITA STATUTRY
DISTRICT, NIMBA COUNTY REPUBLIC OF LIBERIA

TO

THE LIBERIA TREE AND TRADING COMPANY, INC. (LTTC) "CONTRACT HOLDER"
OF THE FMC AREA "C", RIVER CESS COUNTY

WE, the undersigned citizens of the District of Gbi and Doru, do hereby petition the Liberia Tree and Trading Company, Inc. of the City of Paynesville, County of Montserrado, Republic of Liberia, to operate and carryout logging activities in our community forests situated and lying in our two (2) Chiefdoms that is Gbi and Doru.

It is further herein expressed that the community forest in Gbi Chiefdom comprises of 31,155 hectares while Doru Chiefdom comprises 35,000 hectares thereby totaling 66,155 hectares of forest land within the two (2) Districts.

THAT FOR AND IN CONSIDERATION of the operation and extraction of round logs therefrom, the Liberia Tree and Trading Company, Inc. is hereby petitioned to perform as follows:

THAT, Liberia Tree and Trading Company, Inc. reconditions major of roads within the communities and such roads shall be designated by the communities in our subsequent agreement. These roads are intended of making life easy for the many citizens who depend on the roads for bringing their goods from their farms to market. Also, LTTC shall construct bridges either of iron or concrete within areas to be identified by the citizens.

THAT, LTTC constructs one High School in a town to be designated by the Chiefdoms with the view of making our children receive the requisite education in their native towns without having to travel to Montserrado County in search of education. Moreover, let the company construct clinics in our towns so as to provide healthcare for the citizens of the two Chiefdoms.

THAT, LTTC provides Pit Latrines in our communities with the view of preventing the spread of diseases among out people; also LTTC should provide bow holes for the purpose of providing safe drinking water for the various communities. Also, that LTTC assist pastors within the Chiefdoms to construct churches and give them some incentives while they serve their people spiritually.

THAT, the company creates equal job facilitate opportunities for our young people on a gender balanced basis.

THAT, LTTC provide scholarships for at least (10) persons living within our communities on a gender balance basis in any of the below listed areas of learning:

- Forestry
- General Construction
- Nursing
- Engineering
- Agriculture

THAT, LTTC for the benefit of the communities shall carryout Agro forestry projects within the communities while the logging activities are progressing.

THAT, LTTC provides stipend for our teachers and elders within the District to enable them focus on their jobs and also improve their economic and social living conditions.

Reason being, these teachers are deprived of many social and economic activities and only cater to our children's moral needs thus contributing national growth.

Therefore, we, the citizen of Gbi and Doru District, of Tappita Statutory District, Nimba County -

Resolved; that on the 15th day of October, A. D. 2010; the areas properly described and mentioned below be given to the LIBERIA TREE AND TRADING COMPANY, INC. (LTTC) as Community Forests.

- > The Gbi Forest area commencing from Konwaypa near Gwen Creek running down to Camp #1, coming down to Kidka Town. Therefrom the line runs down to Tommy Town coming up to Congo Waterside #s 1 and 2 and runs Gwen Creek along the eastern side back to Konwaypa the Town of COMMENCEMENT embracing 31,155 hectares of primary forest and NO MORE.
- > The Doru Forest commences at the confluence of the Gwen Creek and the Cestos River; thence a line runs along the Cestos River in the Northeastern direction for 61,757 meters to the point on International Consultant Capital (ICC) Southern boundary line; thence a line runs S 88 degrees W for 15,980 meters to the point on the Gwen Creek; thence a line runs along Gwen Creek in the Southern direction for 30,114 meters to the point of COMMENCEMENT, embracing 35,000 hectares of primary forest and NO MORE.

FOR: GBI CHIEFDOM

Ann Tree
PARAMOUNT CHIEF

Fl. N. Chappy
CLAIN CHIEF

pp Julia N. Freeman
CLAIN CHIEF

Williams Karmoe
ZONE CHIEF

MACK V Zannie
ZONE CHIEF

FOR: DORU CHIEFDOM

Saturday Thomas
PARAMOUNT CHIEF

E. Edward Farley II
CLAIN CHIEF

Joseph Lora
CLAIN CHIEF

Jessie Gbaroheg
ZONE CHIEF

pastor Shutsa
ZONE CHIEF

R. Wilson
YOUTH / CHAIRMAN

Mr. Daniel B. Joseph
YOUTH / SECRETARY

YOUTH / SPEAKER

Ducan chuboe
YOUTH ADVISOR

James M. G. Hays
CHAIRMAN/YOUTH LEADER

Emmanuel Jones
MEMBER / YOUTH

Edward Swank
MEMBER / YOUTH

Louie Zeigler
MEMBER / YOUTH

Paul Davis
MEMBER / YOUTH

S. Olgantee Vah
MEMBER / YOUTH

MARK G. ZARYOU
MEMBER / YOUTH

Cecelia Doughton
MEMBER / YOUTH

Catherine TOE
CHAIRLADY/GBI

Raris Zannie
CHAIRLADY/DORU

Martha Jones
MEMBER / WOMEN GROUP

Kowoh Florida
MEMBER / WOMEN GROUP

ESSIE RYAN
MEMBER / WOMEN GROUP

Nawah Kollie
MEMBER / WOMEN GROUP

Victoria Wierata
MEMBER / WOMEN GROUP

Manie Willie
MEMBER / WOMEN GROUP

Tom Brown
ELDERS CHIEF

Fergible Carkepage
ELDER

Jerry Nyon
ELDERS

Libenia Zammie
ELDER

LOCKE T. DUO
ELDER

Arthur Karr
ELDER

Robert Sagee
ELDER

Besh Sayquiah
ELDER

peter Korsiah
ELEDER

Michael Zammie
PASTOR

Mr T. Henry kofa
PASTOR

BUSINESS COMMUNITY

J. W. B. JAES
BUSINESS COMMUTY

Dupe
TEACHER

TEACHER TOE SR.
PAPUA ADM. DIST.
NIMBA CO.
DISTRICT COMMISSIONER

Abraham Zammie
TEACHER

Approved: _____

M. Mambiah Vamore
Statutory District Superintendent
Tappita Statutory District, Nimba County

Joseph Garay
Elder

Edal Mandar
Koman Rap.

Patar Akah
Elder

Doris Kalla
Koman Rap.



Approved:

M. Mansiah Yamore
Statutory District Superintendent
Tappita Statutory District, Nimba County

FOR: LIBERIA TREE AND TRADING COMPANY

Nyuniyan J. Toweh
NYUNIYAN J. TOWEH

Ricks Y. Toweh
Ricks Y. Toweh
L.T.T.C/HOLDER

"COMMUNITY FOREST AGREEMENT"

THIS COMMUNITY FOREST AGREEMENT made and entered into this 15th day of December, A. D. 2010, by and between the chiefs, Elders and people of Gbi Chiefdom, Nimba County Liberia, (hereinafter known and referred to as OWNER") AND Liberia Tree and Trading Company, Inc. a corporate entity duly organized and existing under the laws of Liberia, of the City of Paynesville, County of Montserrade, represented by its President/CEO in persona of Ricks Y. Teweh (hereinafter known and referred to as L T T C/ HOLDER)

" LET THIS BE PROBATED AND REGISTERED"

[Signature]
JUDGE, MONTHLY AND PROBATE COURT, NIMBA COUNTY, LIBERIA.

PROBATED THIS 4TH DAY OF JANUARY, A. D. 2011.

[Signature]
CLERK, MONTHLY AND PROBATE COURT, 8th JUDICIAL CIRCUIT COURT, NIMBA COUNTY, REPUBLIC OF LIBERIA.

REGISTERED THIS ACCORDING TO LAW IN VOLUME AC-204 PAGES 1-10

[Signature]
REGISTER OF DEEDS, NIMBA COUNTY, REPUBLIC OF LIBERIA

OFFERED FOR PROBATION BY

[Signature]
Att. At Law

CNDRIA
5th THIS IS ISSUED AD
2011 AT 9:40 AM/17M



REPUBLIC OF LIBERIA
MONTSERRADO COUNTY

OFFICE OF THE NOTARY PUBLIC
MONROVIA LIBERIA

NOTARY CERTIFICATE

PERSONALLY APPEARED BEFORE ME, in my office within the city of Monrovia, Montserrado County, Republic of Liberia, this 4th day of January A.D. 2011 and in the County of Montserrado, and the Republic Aforesaid, The Parties to the attached documents

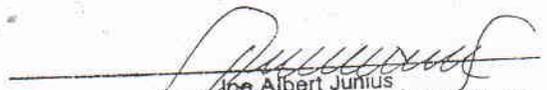
This COMMUNITY FOREST AGREEMENT made and entered into this 15th day of December, A. D. 2010, by and between the Chiefs, Elders and people of Gbi Chiefdom, Nimba County, Liberia, (hereinafter known and referred to as "OWNER") and Liberia Tree and Trading Company, Inc, a corporated entity duly organized and existing under the laws of Liberia, of the City of Paynesville, County of Montserrado, represented by its President/C.E.O in person of Ricks Y. Toweh (hereinafter known and referred to as LTTC/ Holder),

and did in my presence and in the presence of each other execute and sign their genuine signatures on the said Instrument(s) to be the person(s) they represent and that the same was made in my presence and declared by each of them to be their voluntary acts and in their same own handwriting(s).

THEREFORE, I, JOE ALBERT JUNIUS, NOTARY PUBLIC aforesaid, have attached my Official Seal to avail when and where necessary.

SEAL

I have affixed my genuine Signature, attesting to this transaction, by the power vasted in me
This 4th day of January A.D. 2011


Joe Albert Junius
NOTARY PUBLIC MONTSERRADO COUNTY, R.L.

\$2.50 Revenue Stamps affixed on the Original.

COMMUNITY FOREST AGREEMENT

THIS COMMUNITY FOREST AGREEMENT made and entered into this 13th day of December, A. D. 2010, by and between the Chiefs, Elders and people of Gbi Chiefdom, Nimba County, Liberia, (hereinafter known and referred to as "OWNER") and Liberia Tree and Trading Company, Inc., a corporate entity duly organized and existing under the laws of Liberia, of the City of Paynesville, County of Montserrado, represented by its President/C.E.O in person of Ricks Y. Toweh (hereinafter known and referred to as LTTC/HOLDER), hereby,

WITNESSETH:

WHEREAS, the "OWNER" is the holder of a Tribal Land known as Community Forest, which land is situated and lying in Gbi Chiefdom, Nimba County, Republic of Liberia; and,

WHEREAS, LTTC/HOLDER and/or its affiliates have the experience and know-how in the forestry industry and have the intention to support in the enhancement of the forestry industry in Liberia in order to develop the livelihood of the people within the Affected Communities; and,

WHEREAS, LTTC/HOLDER and/or its affiliates has contacted the "OWNER" to operate and manage of their Community Forests for the purpose of extracting round logs therefrom for possible marketing nationally and internationally; and,

WHEREAS, the "OWNER" has agreed in principle to allow LTTC/HOLDER and/or its affiliates to operate and manage their community forests as per the above expressed intention; while at the same time, upholding the principle of "Sustainable Forest Management" for logging activities.

NOW THEREFORE, for and in consideration of the mutual promises, stipulations and the agreements and covenants herein expressed and contained in the Community Forest Agreement to be kept and performed by both parties, the parties agree as follows:

1. METES AND BOUNDS:

That the Community Forest being under the title of a Tribal Land where the respective boundary lines are not properly established, therefore, it is mutually agreed and understood by the parties that total acreage of the forest is approximately 31,155 hectares of forest land.

2. TENURE:

The Community Forest Agreement shall have duration of Twenty Five (25) years certain with an optional period of Five (5) years. However, the parties further agreed that LTTC/HOLDER and its affiliates shall commence logging operation upon the signing of all relevant documents with the land government agencies and the issuance of Logging Permit by the Forestry Development Authority (FDA) in keeping with the Community Rights Law of 2009.

3. DUTIES AND OBLIGATIONS OF THE OWNER:

The parties mutually agreed that the "OWNER" duties and obligations shall be as follows:

- a) That the "OWNER" shall make all representations to the relevant authorities of the Government of Liberia relative to obtaining approval for the use of the forest business;
- b) That the "OWNER" shall make necessary and prompt application to convert the nature of the land into a usage suitable for LTTC/HOLDER and/or its affiliates intended business pursuant to the relevant laws and regulations of Liberia.
- c) That the "OWNER" shall discuss with the tribal people of the areas concern regarding the intention of LTTC/HOLDER and/or its affiliates to operate and manage their community forest and seek their full consent and approval within a reasonable period of the sixty (60) days;

- d) That the "OWNER" shall ensure that during the life of this Contract that LTTC/HOLDER and/or its affiliates shall have unrestricted access to the forests without molestation and hindrances from any person, group of persons and/or animals;
- e) That the "OWNER" shall identify to LTTC/HOLDER and/or its affiliates all areas that the communities hold sacred to their tradition, for this LTTC/HOLDER and/or its affiliates affirms that it shall at all times respect their culture values;
- f) That the "OWNER" shall organize themselves, consult with members of the legislature for the purpose of appointing a Community Assembly consistent with Section 4.1, Page 11 of the Community Rights Law of October 2009. Thereafter, this Assembly shall be made known to LTTC/HOLDER and/or its affiliates for proper recognition and representation.

4. DUTIES AND OBLIGATIONS OF LTTC/HOLDER:

It is agreed and understood by the parties that the following shall constitute the duties and obligations of LTTC/HOLDER and/or its affiliates.

- a) That LTTC/HOLDER and/or its affiliates shall assist in the demarcation of forest areas at cost to the "OWNER" thereby establishing the necessary metes and bounds so as to avoid and prevent encroachment into neighboring properties and concessions.
- b) LTTC/HOLDER and/or its affiliates shall operate and manage the community forests in the best manner in accordance with the Forest Reform Law of October 2006 and extraction of logs and sawmill installation shall be consistent with sustainable forest management practices;
- c) That LTTC/HOLDER and/or its affiliates shall carry out comprehensive feasibility study of the entire forest areas and bear the cost of conducting an environmental impact assessment of the forest areas;
- d) That LTTC/HOLDER and/or its affiliates shall perform any and all tasks relative to its duties and obligations under this Contract.

5. TAXES:

The parties further agreed that all taxes, including but not limited to Real Estate Tax due the Government of Liberia shall be paid by the "OWNER" while LTTC/HOLDER and/or its affiliates shall be responsible to pay when due all taxes relating to forestry during the life of this Contract.

6. ROYALTY PAYMENT:

It is mutually agreed by the parties that LTTC/HOLDER and/or its affiliates shall be responsible for payment of royalty in the following manner such as:

- a) That consistent with Section 3.1(d) of the Community Rights Law, LTTC/HOLDER and/or its affiliates shall pay to the "OWNER" US\$2.50 per hectare annually representing Land Rental for the use of the forest. This amount shall become due and payable upon the signing by the requisite land ministry and agency (i.e.) Ministry of Lands, Mines and Energy and the Forestry Development Authority (FDA) and the hand-over of operational rights to LTTC/HOLDER and/or its affiliates;
- b) That in addition to the above count (a), LTTC/HOLDER and its affiliates shall pay the amount of One United States Dollar (US\$1.00) for each cubic meter of round logs extracted therefrom the aforesaid forest, such amount shall be deemed as payment for development projects, other unforeseen projects and ventures that are to be undertaken by the District and/or Affected Communities;

* c) That during the first year of logging operation, LTTC/HOLDER and/or its affiliates shall recondition and maintain most needed roads leading to towns A, B, C, D, etc. and construct bridges either of iron or concrete to be identified within the Affected Communities by the "OWNER";

* d) It is also agreed that LTTC/HOLDER and/or its affiliates in its third year of logging operation, shall commence the construction of one clinic and one school (Elementary and a High School) at an estimated cost of Eighty Five Thousand United States Dollars (US\$85,000.00), that is Fifty Thousand United States Dollars (US\$50,000.00) for the High Schools while Thirty Five Thousand United States Dollars (US\$35,000.00) shall be used for the construction of the Elementary School. However, the full completion of second clinic and schools shall take place during the sixth year of logging operation;

e) That during the third year of operation, LTTC/HOLDER and/or its affiliates shall complete the construction work as mentioned in Count "C" and commence the construction of Five (5) Pit Latrines in areas to designated by the "OWNER";

f) LTTC/HOLDER and/or its affiliates, as part of its royalty payment, shall construct Five (2) Hand Pumps within towns and villages to be designated by the "OWNER"

g) It is also mutually agreed by the parties that the "OWNER" shall provide the necessary quantity of sun dried bricks and sand during the construction of the herein mentioned while the rest of the materials shall be provided by LTTC/HOLDER and/or its affiliates. Nevertheless, the above project sites shall be designated by the Affected Communities.

7. EMPLOYMENT:

The parties further mutually agreed that LTTC/HOLDER and/or its affiliates shall employ skilled and unskilled employees from the Affected Communities shall be on the basis of preference and the ratio thereof shall be discussed by and between the parties.

8. EXCLUSIVE MANAGEMENT RIGHTS:

It is agreed and understood by the parties that while LTTC/HOLDER and/or its affiliates performing all of its duties and obligations during the life of this Contract shall have the exclusive management rights to operate and manage the community forest of which the "OWNER" warrants to protect and defend.

9. FORCE MAJURE:

It is mutually agreed by the parties that in the event where LTTC/HOLDER and/or its affiliates is prevented from using and enjoying any rights and privileges of this Community Forest Management Agreement as contemplated herein due to Force Majure as used in this Contract refers to arm insurrection, arm incursion, civil war, hostility and other supervening impossibility, this Contract shall forthwith be suspended for the period of said Force Majure and supervening impossibility. Immediately upon the expiration of any of these acts or conditions described above, this Contract shall forthwith resume and the period lost shall be added on to the remaining period that the LTTC/HOLDER and/or its affiliates is then enjoying so that LTTC/HOLDER and/or its affiliates will not lose any privilege or right under this COMMUNITY FOREST AGREEMENT for acts or conditions beyond its control.

10. BOARD OF ARBITRATION:

It is mutually agreed and understood by the parties that any conflict arising from the operation and management of the community forests and/or the interpretation of any portion of the terms and conditions of this Contract, the parties shall nominate one person each while the Chairman of the Board of Arbitration shall be appointed by the Forestry Development Authority, the relevant agency of government responsible for the forest industry of Liberia. However, in the event where a party is dissatisfied with the outcome of the Board of Arbitration shall take recourse of the law.

11. TERMINATION:

It is covenanted by and between the parties that in the event a default, the non-defaulting party shall give a written notice to the defaulting party indicating the area of default. Nevertheless, upon the receipt of such notice, the defaulting party shall remedy the default within sixty (60) days. In the event the defaulting party fails to cure such default within the given sixty (60) days period. The non-defaulting party shall have the right to serve a written notice of thirty (30) days for the cancellation of this Contract.

12. BINDING EFFECT:

That the provisions of this COMMUNITY FOREST AGREEMENT shall be binding upon the parties hereto, their executors, administrators, successor-in-office and/or assigns, as firmly as if they were specifically herein named herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their signatures on the date and year first above written.

IN THE PRESENCE OF:

FOR: THE AFFECTED COMMUNITIES
(OWNERS)

FOR: GBI CHIEFDOM

Arthur W. Sayee
PARAMOUNT CHIEF

Stephen K ZANKA

Anthony Chapoy

Kenneth Shari
TISHUP COMMUNITY

pp Julia Y. Freeman

Alfred O. Oteka

William Varmoe

Issac Zarogbo

M.V.Z.

Arthur Sanda

Gaetano Dennis

OTIS C WROTE

Map Showing A-2 Proposed Community Forest Located in: River Cess & Nimba Counties 31,155 Hectares



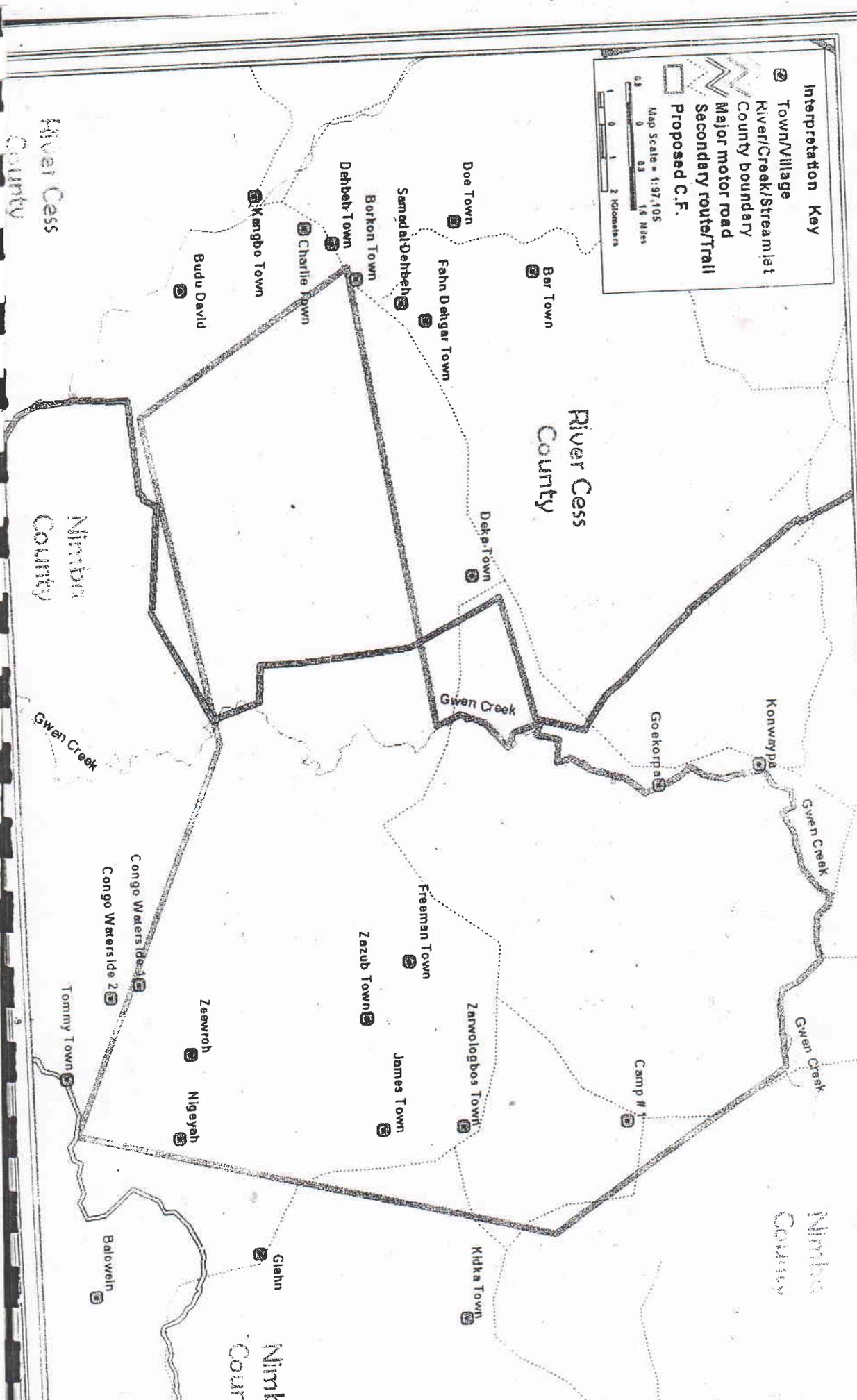
Interpretation Key

- Town/Village
- River/Creek/Stream/let
- County boundary
- Major motor road
- Secondary route/Trail
- Proposed C.F.

Map Scale = 1:97,105

0.2 0.4 0.8 1.6 Kilometers

0 0.3 0.6 1.2 Miles



A-2 Proposed Community Forest Located in River Cess & Nimba Counties

The boundary line of A-2 Proposed Community Forest commences at a point near to the Town of Borkon ($6^{\circ}17'24.10''\text{N}-9^{\circ}11'27.24''\text{W}$); thence a line runs $\text{S } 33^{\circ} \text{ E}$ for 7,294 meters to a point; thence a line runs $\text{N } 78^{\circ} \text{ E}$ for 9,870 meters to a point; thence a line runs $\text{S } 67^{\circ} \text{ E}$ for 12,059 meters to a point; thence a line runs $\text{N } 15^{\circ} \text{ E}$ for 14,321 meters to a point; thence a line runs $\text{N } 33^{\circ} \text{ W}$ for 8,191 meters to the point on the Gwen Creek; thence a line runs along the Gwen Creek in the southern direction for 22,311 meters to a point; thence a line runs $\text{S } 82^{\circ} \text{ W}$ for 13,583 meters to the point of COMMENCEMENT, embracing 31,155 hectares of forest land and NO MORE.

11/13/2010 6:22:08 AM

ASSEMBLY MEMBERS

Name	Position
1. James K. Zaryou	Chairman
2. Arthur S. Dee	Co-Chairman
3. Michael L. Wah	Secretary
4. Hunfred Z.D. Julu	Treasure
5. Michael S. Zaryou	Financial Secretary
6. Vincent Zannie	Champlain
7. Isaac Brown	Member
8. Annie Gartor	Member
9. Matthew J.B. Willie	Member
10. Benjamin Gbortoe	Member

GBI CHIEFDOM FOREST MANAGEMENT COMMITTEE

1. Sisoco Gbotoe	Chairman
2. Robert Zarkar	Co-Chairman
3. Edward Smart	Secretary
4. Gabriel Dorgbor	Treasure
5. Doris Zannie	Champlain
	Member

GBI CHIEFDOM FOREST MANAGEMENT EXECUTIVE COMMITTEE

1. Joseph C. Zannie	Chairman
2. Alfred J. Barcom	Co-Chairman
3. Ebenezar Goffa	Secretary
4. Victoria Wheatoe	Treasure
5. Sam Wroseleh	Advisor
6. Arthur G. Trouble	Champlain
7. Betty Isaac	Member

Office of the District Commissioner
Gbi and Doru Chiefdoms
Gbi Doru Administrative District
Nimba County
LIBERIA
Contact #: 077 - 161 - 632

May 18, 2011

Hon. Moses Wogbeh
Managing Director
Forestry Development Authority
Whein Town, Mount Barclay
Montserrado County
LIBERIA



Dear Managing Director:

Predicating upon the Community Forest Management Agreement signed on the 31st day of December, A. D. 2010, by and between the citizens of Gbi and Doru Chiefdoms, Gbi Doru Administrative District comprising of A - 31,155 hectares and B - 35,000 hectares and the Management of MANDRA - LTTC, INC. for the purpose of developing the District, we write through the medium to kindly request your honorable office to grant or allow the herein mentioned logging company to carryout in the forest the below listed activities pending the issuance of Community Logging Permit (CLP) for the said area.

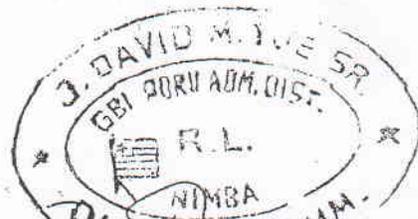
1. Conduct road engineering, &
2. Cruse the forest and prepare feasibility study for their pending operations

We hope that, our request will be given your timely credence so as to enable the District to foster ahead with the development they have been long yearning for.

Kind regards

Very truly yours,

J. Zaryou
James K. Zaryou
CHAIRMAN
Community Forest Management Body (CFMB)



APPROVED: *J. David M. Toe, Sr.*

J, David M: Toe, Sr.
DISTRICT COMMISSIONER

CC: MANDRA - LTTC, INC.



Office of the Managing Director

REPUBLIC OF LIBERIA FORESTRY DEVELOPMENT AUTHORITY (FDA)

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

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

Ref: MD/76/2011/-11

May 20, 2011

Mr. James ~~K~~ Zaryou

CHAIRMAN

Community Forest Management Body (CFMB)

Gbi Doru Administrative District

Nimba County, LIBERIA

Dear Mr. Zaryou:

The Management of the Forestry Development Authority extends compliments and acknowledges receipt of your May 18, 2011 communication informing Management that the citizens of the Gbi and Doru Chiefdoms, Gbi Doru Administrative District have signed a Community Forestry Management Agreement with Messrs: Mandra-LTTC, Inc. a pre-qualified and joint-venture company in the sector. Additionally, your letter has requested permission from the Authority to allow the mentioned entity conduct road engineering and cruise forest lands exercise targeting 31,155 hectares and 35,000 hectares respectively located in Gbi and Doru Chiefdoms.

In view of, the FDA Management applauds the citizens and leadership of the Gbi Doru Administrative District for their farsightedness in attracting self-initiative development for the District. In support of this effort, the Authority interposes no objection and herein grants permission for the road engineering and forest cruising with no extraction of logs in the process for any commercial purpose.

Meanwhile, we request that you furnish our offices with copy of all relevant documents supporting the Agreement between the people of the Gbi and Doru Chiefdoms and MANDRA-LTTC, INC including the signed Social Agreement for our review, attestation and file.

Best regards,

Sincerely yours,


Moses D. Wogbeh, Sr.
MANAGING DIRECTOR

CC: AMD/Adm. & Finance
TM/Commercial
MANDRA-LTTC, INC
File

MDW/JSK/mimd

06/29/2011

**ARTICLES OF INCORPORATION
OF**

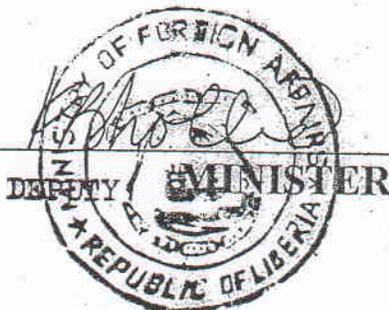
GBI CHIEFDOM COMMUNITY ASSEMBLY, INC

**REPUBLIC OF LIBERIA
MINISTRY OF FOREIGN AFFAIRS**

DUPLICATE COPY

*The Original Copy of this document was FILED in
accordance with Section 1.4 of the
Business Corporation Act on*

JUNE 29, 2011



(e) To do all and everything necessary, suitable, or proper for the accomplishment of any of the purposes, the attainment of any of the objectives, or in furtherance of any of the powers herein-above set forth, either alone or on connection with other Corporation, firm or individuals either as principal or things incidental or appurtenant to growing out of or connected with the aforesaid objectives, purposes or powers or any of them.

ARTICLE VII

No pecuniary benefit and/or profit shall be enjoyed by and no earnings or dividends shall be distributed to the promoters, incorporators, donors, contributors, or any other person(s) or associated with the Corporation. This paragraph is not to be construed as preventing then payment of compensation in reasonable amounts to a Director or any other person who is a full-time employee of the Corporation for services rendered.

ARTICLE VIII

The Corporation shall indemnify any and all of its Advisors, officers or former Directors or officers or any person who may have served at its request as a Director or officer, against expenses actually and necessary incurred by then in connection with the defense of any action, suit, or proceedings in which they, or any of them are made parties by reason of being or having been a Advisor or officer, except in relation to matters to which they shall be adjudged in such action, suit or proceedings to be liable for negligence or misconduct in the performance of duty.

ARTICLE IX

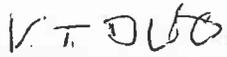
The Corporation's existence shall commence upon the filing of these Articles of Incorporation with the Minister of Foreign Affairs of the Republic of Liberia as of the filing dated stated thereon.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Instrument on 2nd day of June, A.D. 2011.

IN THE PRESENCE OF



JULIA Y. FREEMAN

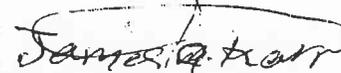


VOKER T. DUO

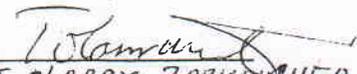


SAYKPAOU KULLIYOU



VICTORIA WHEATOE


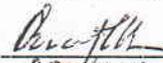
JAMES G. KARR



T. CLARRY ZARIWAH



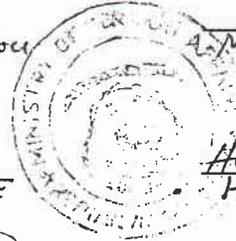
JAMES K. ZARYOU
INCORPORATOR

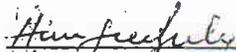


ARTHUR S. DEE SR.
INCORPORATOR



MICHAEL L. WAH
INCORPORATOR





HUNFRED Z. JULU
INCORPORATOR



MICHAEL S. ZARYOU
INCORPORATOR



ANNIE GARTOR
INCORPORATOR

ARTICLE IV

The number of persons constituting the Board of Directors shall not be less than three (3) and not more than Seven (7) persons at all times.

ARTICLE V

The name and address of the Incorporators of these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
1. James K. Zaryou	C/O P.O. Box 4161 Monrovia, Liberia
2. Arthur S. Dee, Sr.	" "
3. Michael L Wah	" "
4. Hunfred Z. Julu	" "
5. Michael S. Zaryou	" "
6. Annie Gartor	" "

ARTICLE V

In furtherance of and not in limitation of the powers conferred by statue, the Board of Advisors is expressly authorized to adopt the By-laws of the Corporation, and to subsequently amend or repeal same, subject to real change action by majority of the members.

ARTICLE VI

The Corporation shall have perpetual existence with the power to

- (a) Sue and be sued;
- (b) Make Contracts;
- (c) Receive property by devise or bequest, and otherwise acquire and hold all property, real or personal, including shares of stock, bonds and securities of other corporation, care for, invest in and operate real and personal property, and to use and distribute from time to time all which it shall receive in charitable gifts, to be applied, consistently with existing laws for the benefit of an indefinite number of persons.
- (d) Act as trustee under any trust incidental to the property objectives of the corporation, receive, hold, administer, and extend funds and property, sublet to such trust.



REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

ARTICLES OF INCORPORATION
OF

GBI CHIEFDOM COMMUNITY ASSEMBLY, INC.

We, the undersigned, for the purpose of forming a NOT-FOR- PROFIT CORPORATION, pursuant to the provision of Part II of the Association Law of Liberia, enacted of May 1976, amended and published on January 3, 1977, do hereby make, subscribe, acknowledge and file into the office of the Minister of Foreign Affairs of the Republic of Liberia for the Certificate of Incorporation, and in so doing, certify as follows

ARTICLE 1

The name of the Corporation (hereinafter referred to as the 'CORPORATION) shall be known and styled as "GBI CHIEFDOM COMMUNITY ASSEMBLY, INC.

ARTICLE II

The general nature of the business to be transacted, performed and the purpose for which the corporation is being formed are as follow

1. To remain law-abiding within the Republic of Liberia or any other country, consistently and systematically, exploring all lawful avenues in catering to the spiritual and educational well being of humanity;
2. To ensure sustainable management of community forest resources;
3. To ensure that incomes from community forest resources contribute to the development of the community and well-being of community members according to the vision of the community assembly;
4. To assist the community identify projects that will the needs of the people of Gbi Chiefdom;
5. To serve as a liaison between the community and user of the forest and to make representation to the user of the forest the community needs from day to day;
6. To work along with the user of the forest to rehabilitate and upgrade public roads, construct clinics, schools and bridges either of concrete or iron and latrines;
7. To promote the living standard of the community dwellers of Gbi Chiefdom by engaging them into income generating activities such as Micro-Credit Short Cycle Training, etc.
8. To engage in any lawful act or activity for which a NOT-FOR-PROFIT CORPORATION is engaged under the Corporate Laws of the Liberia.

ARTICLE III

The Head office of the Corporation shall be located in the City of Monrovia, C/O P.O. Box 4161, County of Montserrado, Republic of Liberia, and the name of its Registered Agent is Amos Y. Myers at C/O P.O. Box 4161, Monrovia, Liberia, upon whom all precepts shall be served.



Republic of Liberia
Montserrado County



Office of the Notary Public
Monrovia, Liberia

NOTARY CERTIFICATE

PERSONALLY APPEARED BEFORE ME ON THE 29th DAY OF JUNE
A.D. 2011 A DULY QUALIFIED NOTARY PUBLIC FOR THE COUNTY OF
MONTSERRADO OF THE REPUBLIC AFORESAID THE PARTIES TO THE ATTACHED
ARTICLES OF INCORPORATION

OF

GBI CHIEFDOM COMMUNITY ASSEMBLY, INC



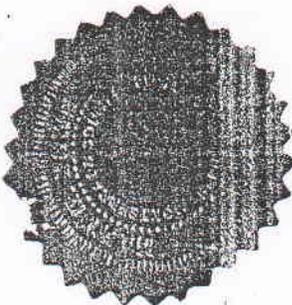
IN MY PRESENCE AND IN THE PRESENCE OF EACH OTHER DID EXECUTE AND SIGN
THEIR GENUINE SIGNATURES ON THE AFORESAID DOCUMENT OR DOCUMENTS
TO BE THE PERSON(S) THEY REPRESENT AND THAT SAME WAS MADE IN MY
PRESENCE AND DECLARED BY EACH OF THEM FOR THE PURPOSE SET FORTH
THEREIN. THE SAID ACTS BEING VOLUNTARY ON THEIR PART AND IN THEIR OWN
HANDS WRITING(S)

THEREFORE, I MACKINLEY W. S. KEKULAH, NOTARY PUBLIC AFORESAID HAVE
ATTACHED MY OFFICIAL SIGNATURE AND NOTARY SEAL TO AVAIL WHENEVER SO
DESIRED.

\$2.50 Revenue Stamp
Affixed on the original.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS 29th DAY OF JUNE A.D. 2011



MACKINLEY W.S. KEKULAH
NOTARY PUBLIC MONTSERRADO COUNTY, R.L.

REPUBLIC OF LIBERIA
MINISTRY OF FINANCE
CENTRAL BANK OF LIBERIA
TREASURER GENERAL



GBI CHIEFDOM COMMUNITY ASSEMBLY/ARTICLES OF INCORPORATION

TIN
TAX CODE 142211 BANK CODE 211 TAX PERIOD 06/27/11 06/27/12
AMOUNT 50.00
TOTAL US\$50.00

AMOUNT IN WORDS FIFTY 007100

CASH

RECEIVED BY: (Name Printed) George S. Marshall

AUTHORIZED SIGNATURE

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