NATIONAL ANDURIZING OFFICER



"AN ACT TO RATIFY THE FOREST MANAGEMENT CONTRACT AREA 'A' IN LOFA AND GBARPOLU COUNTIES BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND ALPHA LOGGING & WOOD PROCESSING INCORPORATED"

APPROVED MAY 27, 2009

PUBLISHED BY AUTHORITY MINISTRY OF FOREIGN AFFAIRS MONROVIA, LIBERIA

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## REPUBLIC OF LIBERIA FORESTRY DEVELOPMENT AUTHORITY

FOREST MANAGEMENT CONTRACT

ALPHA LOGGING & WOOD
PROCHESSING INCORPORATED.
Lava Stalisting, Suite 6 32 Opposite Sheriff
Plantancy, Randall Street,

Name and Address of Contract Holders

Monstyria, Liberia

Region: Sector # 2 County (ins):

Porent Aren:

FMC Area "A"

Luis & Gharpolu

Districts: C Salayea & V

Contract Number: PMC - 9001

Balannie

Contract Signing Unie: Detober 6th, 2006 Termination Date: October 5th, 2033

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# Table of Contents

Location Map of Alpha Logging Company in Liberia	
PART A - SPECIFIC PROVISIONS	7
A2 - Processing Requirements	10
A3 - Performance Bond	10
A4 Land Rental Bid	
PART B - GENERAL PROVISIONS	11
BI.O - INTERPRETATION AND DEFINITIONS	11
B2.0 - GRANT	14
B2.1 - Contract Area	
B2 11 - Reservations	
B2.2 - Termination Date.	
B2 3 - Assignment	
B3.0 – OBLIGATIONS OF CONTRACT HOLDER	15
B3.1 - Pre-Felling Operations	
B3.11 - Forest Management Plan	
B3.12 Initial Social Agreements	16
B3.13 Businoss Plan	
B3 14 - Initial Annual Operational Plan.	
B3.15 - Initial Performance Bond and First Annual Performance Bond	
B3.2 - Responsible Employment and Management Practices	17
B3.21 - Safety	17
B3 22 – Health	
B3.23 - Use of Local Labor	
B3.3 - Responsible Environmental Practices	
B3.4 - Laws and Regulations	
B3.41 – Governing Law.	
B3.42 - Third-Party Bensficiaries	
B3.43 - Harvesting Practices	18
B3.44 - Prohibited Transactions	18
B3 45 - False Statements and Material Misrepresentations	18
B3.46 - Indemnification and Liability	
B4.0 - RIGHTS OF HOLDE	19
B4.1 - Occupancy of Surface and Easements 19B4.11 - Public Lands Inside	
Area	
B4.12 - Use of Public Lands Outside Contract Area	
B4.13 - Use of Private Lands	
B4 14 - Other Activities Outside of Contract Area	20

JW GA

1

B4.2 - Holder Improvements	20
B4.21 - Construction of Improvements	20
B4.22 – Approval Requirements	20
B4.23 - Right of Others to Use Facilities	21
B4.24 – Removal	22
B4.3 - Right to Take and Use Water	22
B4.4 - Use of Gravel, Sand, Clay, and Stone	22
B4.5 - Holder's Agents	23
B5.0 - REPRESENTATIVES AND COMMUNICATIONS	23
B5.1 - Holder's Representatives	23
B5.2 - Government Representatives	24
B5.3 - Government Inspection	24
B5.4 - Notices.	25
B5.5 - Reports	25
B5.51 — Records Maintenance and Inspection (Generally)	25
B5.52 — Annual Reports	26
B5.53 – Other Reporting Requirements	26
B5.54 - Holder to Provide Documents Free of Charge	27
B5.55 - Broad Public Access to Information	27
B5,55 - Broad Public Access to information	27
B6.0 - OPERATIONS	27
B6.1 - Operations Generally	27
B6.11 – Annual Operational Plan	20
B6.12 - Annual Performance Bond.	20
B6.13 - Annual Harvesting Certificate	20
DC 14 Changes to Annual Operational Plan	terrette 47
B6.15 - Five-Year Forest Management Plan	30
THE SEC PROJECT A CONTRACTOR OF THE SECOND CON	
B6.16 - Social Agreements  B6.17 - Revisions to Strategic Forest Management Plan  B6.18 - Infrastructure and Works	30
B6.18 - Infrastructure and Works	31
B62 - Timber Specifications	
P6 21 - Merchantable Trees	
D. 22 Minimum Dismeter Limit	34
D.C. 22 Felling and Hilligation Standards	34
P.6.24 Tron Classing	34
D.C. 25 Construction Timber	
P.6.3 Protection of Environment and Contract Area	
B6 31 Protection of Property and Use of Guards	33
B6 22 Damese to Trees	
D.C. 22 Destrotion of Land Survey Monuments	
D. 24 Destaction Measures for Plants, Animals, and Cultural Resources	34
D.C 25 UKI JUGA Management and Protection	
D. 26 Watercourse Protection	
DS 27 Francia Prevention and Control	
P.6.38 — Prevention of Pollution	30
D6.4 - Practice of Silviculture	
D4.41 Conduct of Logoing	Consistency 31
B6.42 - Reforestation	3

9-7 /W

3

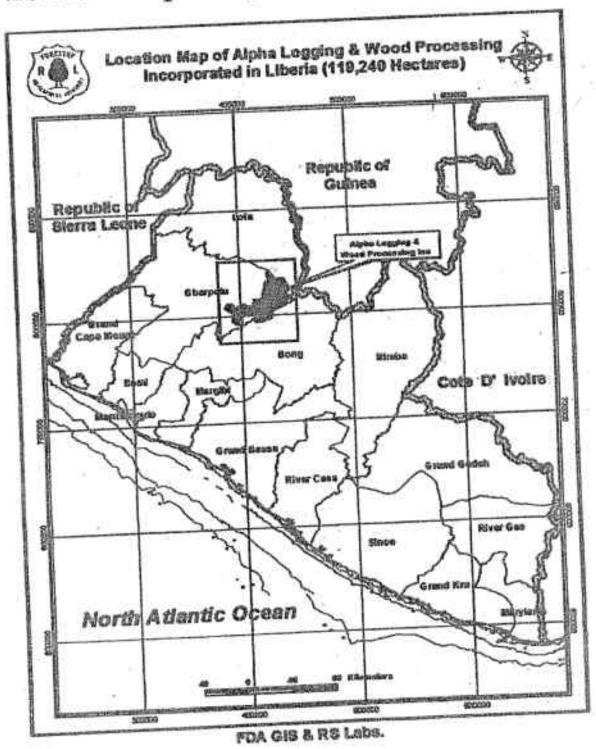
7
-

B6.6 - Fire Precautions and Control	5
B6.61 – Fire Control	ς
B6.62 – Fire Suppression Costs	7
B6.63 – Participation in Chain of Custody System	7
B7.0 - FISCAL OBLIGATIONS 37	7
B7.1 - Foes and Rental Bids	ĭ
B7.11 - Land Rental Bid Payments	7
B7.13 - Land Rental Fees	ķ
B7.14 - Forest Product Fees	3
B7.2 - Other Payment Rates	3
B7.21 - Timber Cut Through Mistake	ş
B7.22 - Timber Damaged Without Negligence	ì
B7.23 - Timber Unnecessarily Damaged or Negligently or Willfully Cut	
B7.24 - Careless Falling or Extraction 39	>
B7.25 – Liquidated Damages 39	,
B7.3 - Payments	ì
B7.31 - Designated Account	,
B7.32 – Accrual	,
B7.33 - Payment Guaranteed by Bond or Deposited Securities	ì
B7.34 - Payments Not Received 40	í
B7.35 – Prohibitions	,
B8.0 - PERFORMANCE AND SETTLEMENT41	
88.1 - Non-Waiver	
B8.2 - Approval and Consent	ŀ
B8.3 - Disputes and Claims	
B8.31 - Contract Documents 42	2
BX 4 - Title and Liability 42	2
B8.41 - Title Passage	2
B8.42 - Liability for Loss 42	
B8.5 – Force Majeure	,
B8.6 - Contract Interruption	)
B8.7 – Breach	ı
B8.71 - Failure to Execute Contract	ŀ
B8.72 - Termination for Breach	١
B8.73 - Termination for Breach Procedure 46	5
B8.8 - Periodic and Other Reviews	5
B8.81 - Annual Compliance Audit. 47	,
B8.82 - Five-Year Forest Management Review	7
B8 83 - Five-Year Social Responsibility Review	
B8 84 – Additional Audits	į
B8.9 - Settlement and Contract Closure	
B8.91 - Settlement 48	
B8 92 - Contract Closure	
SIGNATURE PAGE	

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			170
			0.0

# Location Map of Alpha Logging in LIBERIA



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This Contract is entered into at the City of MONROVIA. County of MONTSERRADO. Republic of Liberia, under the General Business Law, Title 14 of the Liberia Code of Law Revised, between the Government of the Republic of Liberia (GOVERNMENT), acting through the Forestry Development Authority hereinafter referred to as the AUTHORITY, and ALPHA LOGGING AND WOOD PROCESSING INCORPORATED, a company duly organized, existing, and doing business under the Laws of the Republic of Liberia, hereinafter referred to as the CONTRACT HOLDER, OR HOLDER.

WHEREAS, (1) Section 5.3 of the National Forestry Reform Law of 2006 authorizes the AUTHORITY to grant licenses for sound, long-term forest management, including inventories, preparation of management plans, and ANNUAL OPERATIONAL PLANS, through Forest Management Contracts; (2) HOLDER wants to accept responsibilities for stewardship of public forest land and to purchase, cut, and remove timber from that land; (3) AUTHORITY, having advertised a concession auction at which HOLDER was the successful bidder, wants to issue HOLDER a license for sustainable management and harvest in the advertised area; and (4) HOLDER and AUTHORITY are willing to be bound by the terms set out in this Contract;

Now, THEREFORE, AUTHORITY and HOLDER agree as follows:

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#### PART A - SPECIFIC PROVISIONS

A1 - Location and Area See Section B2.1 (Contract Area)

The Contract Area of 119,240 Hectares has the following Metes and Bounds Description:

Alpha Logging and Wood Processing Concession lies within Latitudes 7°12'0" - 7°36'0"

North of the equator and Longitudes 9°36'0" - 10°0'0" West of the Greenwich meridian and it is located in Gharpolu and Lofa Counties-Liberia.

Starting from the town of Dekeibe, (9°31'37.42"W - 7°20'02.40"N) thence a line runs S 35° E for 566 meters to the point of COMMENCEMENT on the Saint Paul River. (9°31'26.78"W-7°19'48.29"N); thence a line runs Due West for 1,523 meters to a point (9°32'16.42"W-7°19'48.73"N); thence a line runs Due North for 1,956 meters to a point (9°32'16.71"W-7°20'52.06"N); thence a line runs N 35° E for 3,636 meters to a point (9º31'08.49"W-7º22'29.11"N); thence a line runs Due North for 3,125 meters to a point (9°31'07.71"W-7°24'09.89"N); thence a line runs N 52° W for 1,434 meters to a point (9°31'44.95"W-7°24'38.91"N); thence a line runs N 2° W for 2,181 meters to a point (9°31'46.91"W-7°25'49.10"N); thence a line runs N 46° E for 2,806 meters to a point (9°30'41.83"W-7°26'52.23"N); thence a line runs N 1°30' E for 2,872 meters to a point (9°30'39.48"W-7°28'25.56"N); thence a line runs N 29° W for 10,433 meters to a point (9°33'23.37"W-7°33'21.23"N); thence a line runs Due West for 6,891 meters to a point crossing-the Via River (9°37'08.42"W-7°33'23.58"N); thence a line runs S 26° W for 2,258 meters to a point (9°37'40.84"W-7°32'17.86"N); thence a line runs Due West for 1,099 meters to a point crossing the Via River (9°38'17.14"W-7°32'17.07"N); thence a line runs Due North for 5,022 meters to a point (9°38'17'12"W-7'35'00.30"N); thence a line runs N 53° W for 4,983 meters to a point (9°40'26.59"W-7°36'36.69"N); thence a line runs Due West for 2,026 meters to a point (9°41'32.78"W-7°36'37.27"N); thence a line runs Due South for 5,022 meters to a point (9°41'33.36"W-7°33'54.69"N); thence a line runs Due East for 1,031 meters to a point (9°40'59.68"W-7°33'55.27"N); thence a line runs Due South for 2,960 meters to a point (9°41'00.26"W-7°32'17.71"N); thence a line runs S 60° W for 2,347 meters to a point (9°42'06.45"W-7°31'39.39"N), thence a line runs S 13° W for 17,298 meters to a point (9°44'14.33"W-7°22'33.33"N); thence a line runs Due West for 6,999 meters to a point (9°48'02.81"W-7°22'31.97"N); thence a line runs S 20° W for 6,098 meters to a point (9°48'38.17"W-7°19'16.10"N); thence a line runs S 89° W for 6,834 meters to a point (9°52'21.22"W-7°19'10.66"N); thence a line runs N 2° W for 2,108 meters to a point (9°52'21.98"W-7°20'20.34"N); thence a line runs S 89" W for 2,969 meters to a point (9°53'58.87"W-7°20'18.54"N); thence a line runs S 59° W for 5,794 meters to a point (9°56'41.54"W-7°18'42.84"N); thence a line runs S 89° W for 4,075 meters to a point crossing the Tuma Creek (9°58'54.77"W-7°18'40.96"N); thence a line runs N 44° E for 1,435 meters to a point near the Tuma Creek (9°58°22.45"W-7°19'14.08"N); thence a line runs N 1° W for 998 meters to a point (9°58'22,26"W-7°19'46.77"N); thence a line runs S 88° W for 1,003 meters to a point crossing the Tuma Creek (9°58'55.00"W-7°19'45.74"N); thence a line runs N 1° W for 2,031 meters to a point (9°58'55.56"W-7°20'51.24"N); thence a line runs Due West for 3,979 meters to a

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Cree; (9\*58'54.79"W-7\*15'52.78"N); thence a line runs S 54° E for 5,147 meters to a point (9\*58'52.52"W-7\*11'07.07"N); thence a line runs S 54° E for 5,147 meters to a point (9\*56'38.06"W-7\*09'26.92"N); thence a line runs N 88° E for 4,854 meters to a point on the Saint Paul River (9\*53'59.69"W-7\*09'32.41"N); thence a line runs Due North for 5,919 meters to a point (9\*53'58.17"W-7\*04'21.25"N); thence a line runs Due East for 10,891 meters to a point (9\*48'02.43"W-7\*14'21.25"N); thence a line runs S 1° E for 2,324 meters to a point on the Via River (9\*48'01.74"W-7\*13'06.31"N); thence a line runs along the Via River in the South Western direction for 2,848 meters to the confluence of the Via and the Saint Paul Rivers; thence a line runs along the Saint Paul River in the North Eastern direction for 49,874 meters to the point of commencement (9\*31'26.78"W-7\*19'48.29"N), embracing (One Hundred and Nineteen Thousand Two Hundred and Forty) 119, 240 hectares of forest land.

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### Aerial Map

A map of the CONTRACT AREA attached (If there is a discrepancy between the map and the written Metes and Bounds description, see B8.31)



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#### A2 - Processing Requirements

See Section B3.13 (Business Plan).

HOLDER must satisfy the following obligations:

Requirement	Ac	tion
Processing Facilities:		
Sawmill	US \$ 2,500,000.00 (Install in th	e first three years)
Plywood Mill/Vincer	US \$ 22,000,000.00 (Install in t	the first three years)
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Minimum Expenditure on Processing	US\$ 24,500,000.00	
Facilities:		

#### A3 - Performance Bond

Section B3.15 (Initial Performance Bond and First Annual Performance Bond),
Section 6.12 (Annual Performance Bond),
Section B7.33 (Payment Guaranteed by Bond or Deposited Securities), and
Section B7.34 (Payments Not Received).

The required initial Performance Bond amount in United States dollars is \$ 250,000.00

#### A4 - Land Rental Bid

See Section B7.11 (Land Rental Bid Payments).

The land rental bid in United States dollars is \$ 10.05 per hectare payable annually (each and every year of contract duration) to the Government of Liberia.

## A5 - Other Specific Provisions

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#### PART B - GENERAL PROVISIONS

#### B1.0 - INTERPRETATION AND DEFINITIONS

The following rules of interpretation govern this Contract, unless the Contract expressly provides otherwise:

(i) All written plans, certificates, approvals, communications, and notices

required under this Contract must be in English.

(ii) All monetary amounts in this Contract are stated in United States dollars. All MONETARY OBLIGATIONS are payable in United States dollars.

(iii) All references in this Contract to statutes, regulations, and codes of practice incorporate the material as it may be from time to time amended. If the material is repealed, the reference is to the material that replaces the repealed material, as determined by the CONTRACTING OFFICER.

(iv) There are no oral provisions to this Contract; the whole agreement is in writing. At the time of signing, this document reflects the whole agreement.

(v) Future modifications or additions to this Contract must be in writing.

(vi) This Contract does not create any sort of agency, partnership, joint venture, or

other business entity.

Time is of the essence. That means that if this Contract goes before a court, the court should honor the time limits and deadlines in this Contract as firm unless the parties agree to waive them.

(viii) If a court determines that some part of this Contract is invalid, the parties want the court to strike only the offending provision and not the entire

(ix) Each party wants to keep a legally valid "original" of the signed Contract. Therefore, the parties are signing two duplicate original versions of this Contract. If a court is ever asked to admit the text of this Contract into evidence, the parties ask the court to consider either duplicate original document to be acceptable proof of the Contract.

(x) Descriptive headings used in this Contract are not to be considered in

determining the rights and obligations of the parties,

(xi)"Includes" as used in this Contract means "includes but is not limited to."

Except for the following terms, which are capitalized in this Contract and defined below, terms in this Contract have their common contextual definition. In case of dispute, CONTRACTING OFFICER may interpret terms in accordance with accepted terminologies of the forestry profession.

AGENT, when used to describe persons acting on behalf of HOLDER, includes employees and independent contractors. "Independent contractors" as used here comprises the entire chain of PERSONS linked by contract, subcontract, or employment through an independent contractor.

ANNUAL HARVESTING CERTIFICATE means a certificate issued by AUTHORITY in

accordance with Section B6.13.

ANNUAL OPERATIONAL PLAN means the plan required under Section B6.11.

AUTHORITY means the Forestry Development Authority (FDA).

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AWARD NOTICE DATE means the date that the tentative contract award notice is given to the winning bidder.

HOARD OF DIRECTORS meens the Board of Directors of AUTHORITY.

IREAST HEIGHT means a point on a tree 1.36 meters above the average ground level or, if there is a buttress, 30 centimeters above the convergence of the buttress.

III.SIMEAT means meat of wild animals killed for subsistence or commercial purposes.

CHAIN OF CUSTODY means the path of custodianship followed by LOGS, TIMBER, and WOOD PRODUCTS through harvesting, transportation, interim storage, processing, distribution, and export, from source of origin to end use. Chain of Custody continues despite changes of state – for example, changes resulting from cutting, processing, splitting, or sorting.

CHAIN OF CUSTODY SYSTEM means the set of procedures and mechanisms used to

track and monitor CHAIN OF CUSTODY.

CLAIM means a written demand by one of the parties seeking the payment of money, adjustment or interpretation of contract terms, or other relief, under or relating to this Contract.

CONTRACT AREA means the area described in Specific Provision A1.

CONTRACT EFFECTIVE DATE means the date upon which this Contract satisfies the requirements of Section 5.3(f) of the National Forestry Reform Law of 2006 that the Contract be both signed by the President and ratified by the Legislature.

CONTRACTING OFFICER means an AUTHORITY officer to whom AUTHORITY has delegated the power and duty to administer this Contract, including but not limited to

impoction and enforcement of the Contract, under Section B5.2.

CONTROL means the power to exercise, directly or indirectly, a controlling influence over the management, policies, or activities of an individual or business concern, whether through ownership of voting securities, through one or more intermediary individuals or business concerns, or otherwise. In all events, "control" shall be deemed to include ownership, directly or indirectly, of an aggregate of 10 percent or more of either the voting power or the equity interests.

EPA means the Environmental Protection Agency.

FRE means any sum charged in conformance with Section 14.2 of the National Forestry Reform Law of 2006.

FELLING EFFECTIVE DATE means the date on which AUTHORITY certifies that the HOLDER has completed all PRE-FELLING OPERATIONS.

FOREST PRODUCT means any material derived from FOREST RESOURCES, including but not limited to flora, fauna, and micro-organisms that may be exploited for social, economic, or other benefits.

FOREST RESOURCES means anything of practical, commercial, social, religious, aparitual, recreational, educational, scientific, subsistence, or other potential use to a human that exists in the forest environment, not limited to flora, fauna, or micro-premiums.

GOVERNMENT means the government of the Republic of Liberia and includes all branches, subdivisions, instrumentalities, authorities, and agencies.

HARVESTING BLOCK means an area for TIMBER harvest identified in an ANNUAL OPERATIONAL PLAN under Section B6.11.

HOLDER (or CONTRACT HOLDER) means the PERSON entering into this Contract with AUTHORITY and receiving a license to harvest TIMBER under this Contract.

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INFRASTRUCTURE means non-movable assets, including:

(i) Transportation and communication facilities, including roads, bridges, railroads, airports, landing strips and landing pads for aircraft, garages, canals, pipelines, and radio, telephone, and telegraph facilities;

(ii) Port facilities, including docks, harbors, piers, jetties, breakwaters, terminal

facilities, and warehouses, and equipment for loading and unloading;

(iii) Electrical power, water, and sewage facilities, including water supply systems and water drains for disposal of plant wastes and sewage;

(iv) Public welfare facilities, including schools, clinics, hospitals, and public

(v) Miscellaneous facilities built in connection with the operation of the foregoing, including offices, employee housing, machine shops, foundries, repair shops, and warehouses.

LOG means a portion of a tree, with or without side limbs and bark removed, otherwise

substantially intact and intended for further processing.

MERCHANTABLE LOG means a LOG capable of being processed into WOOD PRODUCTS of commercial value, however:

(i) If a tree was not bucked to assure as much volume as possible, merchantable

contents are assessed as if it had been properly bucked.

(ii) The LOG is not merchantable if one-third or more of its volume is subject to major defects. "Major defects" includes heart shake, ring shake, heart decay, holes, shatters, dry rot, parasitic damage, and similar characteristics reducing the commercial value of a LOG.

(iii) The LOG is not merchantable if the volume of its sapwood exceeds one-third of its total volume, unless it can be sold, processed, or otherwise utilized

commercially together with its sapwood.

(iv) The LOG is not merchantable if the diameter of any branch knot, decayed knot, hole, or decayed butt or the sum of the diameters of such defects exceeds the

gross diameter of the LOG inside bark at its small end.

In applying this definition, use the standards for determining volume and grading referenced in AUTHORITY Regulation 108-07 on Establishing a Chain of Custody

System, Sections 26 and 27. MERCHANTABLE TREE means a tree that is at least 60 centimeters in diameter at BREAST HEIGHT that can produce at least one MERCHANTABLE LOG and is identified and marked for felling in the ANNUAL OPERATIONAL PLAN.

MONETARY OBLIGATIONS means all amounts the HOLDER owes under this Contract,

including FEES, liabilities, and amounts owed under Social Agreements.

PERSON means any individual, partnership, joint venture, association, corporation, trust, estate, unincorporated entity, community, government, or state, and any branch, division, political subdivision, instrumentality, authority, or agency.

following the means EQUIPMENT INFRASTRUCTURE, necessary or desirable for operations under this Contract:

(i) Felling and extraction equipment;

(ii) Facilities and equipment to saw, cut, and otherwise process TIMBER;

(iii) Facilities and equipment used in connection with the operation of the foregoing, including offices, machine shops, repair shops, and warehouses;

(iv) Facilities and equipment for the maintenance of personnel, including dwellings, stores, mess halls, and recreation facilities; and



(v) Moveable equipment, in luding motor vehicles, used with assets in the above four categories or with it FRASTRUCTURE.

#### PRE-FELLING OPERATIONS means

- (i) Preparation of a Strategic Forest Management Plan;
- (ii) Preparation of a Five-Year Forest Management Plan;
- (iii) Completion of an Environmental Impact Assessment;
- (iv) Execution of required Social Agreements;
- (v) Preparation of a Business Plan;
- (vi) Preparation of an initial ANNUAL OPERATIONAL PLAN; and
- (vii) Posting of an initial Performance Bond, followed by posting of an annual Performance Bond.

TIMITER means sawn or cut wood or LOGS.

WOOD PRODUCT means a processed item made substantially of wood, including but not limited to lumber, plywood, veneer, particleboard, and pulp. In case of doubt whether an item is a WOOD PRODUCT, follow how the term is used in AUTHORITY Regulation 108-07 on Establishing a Chain of Custody System.

WORK means actions associated with the construction, reconstruction, demolition, repair, or renovation of a building or structure or surface and includes site preparation, excavation, assembling, installation of plant, fixing the equipment, and laying out of materials, and any action pertaining to logging or preparation of logging activities.

#### B20 - GRANT

#### 112.1 - Contract Area

AUTHORITY grants HOLDER the license to harvest TIMBER within the confines of the CONTRACT AREA (see Specific Provision A1). This license is contingent on adherence to the terms of this Contract. HOLDER's harvests must be consistent with sustainable management of FOREST RESOURCES and implementation of the plans required under Section B3.11. This license is exclusive, subject to the reservations in Section B2.11. FOREST PRODUCTS other than TIMBER are not granted under this license unless a specific provision in the Contract allows their harvest or use.

in the event of a resurvey, HOLDER shall promptly report to AUTHORITY any discrepancy in the metes and bounds and/or the CONTRACT AREA maps for appropriate action and adjustment.

#### B2.11 - Reservations

The parties recognize that Chapters 11 and 12 of the National Forestry Reform Law of 2006 reserve rights for private landowners and the public, and HOLDER agrees to respect those rights. In addition, the GOVERNMENT reserves the right:

(a) Of access, or to allow others to access, the CONTRACT AREA for the purpose of exploring for or exploiting minerals or other substances or for any subsoil investigation or other reasonable investigation, provided HOLDER's operations and activities shall not be unduly interfered with nor its rights prejudiced and that if damages result to HOLDER's property as a result of such exploration, investigation, or

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exploitation, the GOVERNMENT agrees to provide fair compensation to HOLDER for

such damages.

(b) To take from the CONTRACT AREA such TIMBER and FOREST PRODUCTS as may be required for public purposes or to allow others to access the CONTRACT AREA for traditional and customary community uses of TIMBER and FOREST PRODUCTS, provided HOLDER's operations and activities shall not be unduly interfered with nor its rights prejudiced

(c) To enter the CONTRACT AREA to conduct reforestation or any other activity, as may be required for public purposes, provided HOLDER's operations and activities

shall not be unduly interfered with nor its rights prejudiced.

(d) To construct roads, highways, railways, and communication lines within the CONTRACT AREA, provided the GOVERNMENT shall not unreasonably interfere with HOLDER's operations and shall compensate HOLDER for damage caused, including, but not limited to, property damage and economic or other losses, including lost profits.

#### B2.2 - Termination Date

(a) HOLDER's license to harvest TIMBER ends on the termination date specified in this Contract, unless extended or shortened under a provision of this Contract or by

operation of law.

(b) This Contract is not renewable. Limited extensions are possible under Section B8.5 (Force Majeure). HOLDER shall discharge all its obligations under this Contract in a timely manner, excepting only those obligations for which AUTHORITY has given written permission to delay performance. Absent an extension or written permission to delay, HOLDER's failure to hon time-related obligations is a breach of this Contract.

#### B2.3 - Assignment

(a) HOLDER shall not assign or transfer this Contract or any interests, rights, privileges, or obligations under this Contract, without prior written approval from the Government of Liberia by and through the Ministry of Justice, Ministry of Finance, and the AUTHORITY.

(b) AUTHORITY shall not consent to any assignment or transfer of this Contract, except in compliance with the requirements of AUTHORITY Regulation 104-07, Section

# B3.0 - OBLIGATIONS OF CONTRACT HOLDER

B3.1 - Pre-Felling Operations

(a) HOLDER shall not fell trees, harvest TIMBER, or conduct any other ground-

disturbing activities prior to the FELLING EFFECTIVE DATE.

(b) Within 7 days after approving (or, in the case of Social Agreements, attesting to) the last of HOLDER's PRE-FELLING OPERATIONS, AUTHORITY shall certify, in writing, that HOLDER has completed all PRE-FELLING OPERATIONS.

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(c) The date on which AUTHORITY issues the certification under this Section is the ULLLING EFFECTIVE DATE for this Contract.

#### 113.11 - Forest Management Plan

(a) At least 90 days before the first annual operating season, HOLDER shall submit to AUTHORITY a Forest Management Plan covering the entire term of this Contract and looking for enough into the future to demonstrate that the HOLDER's proposed management activities during the Contract term will be sustainable.

(b) HOLDER shall ensure that the Forest Management Plan conforms with AUTHORITY's Guidelines for Forest Management Planning and the Liberia Code of Porest Harvesting Practices, and also with the requirements of AUTHORITY Regulation

105 07, Section 51.

(c) The Forest Management Plan must include the following:

- (i) a Strategic Forest Management Plan covering the entire term of this Contract;
- (ii) a Five-Year Forest Management Plan, as described in Section B6.15;
- (iii) a copy of any environmental impact study required by law; and(iv) the Business Plan required by Section B3.13 of this Contract.

(d) If by law the environmental impact study requires EPA approval, HOLDER

shall submit evidence of EPA's approval.

(e) AUTHORITY shall review, and then approve or deny, the Forest Management than as provided by AUTHORITY Regulation 105-07, Section 52.

#### B3.12 - Initial Social Agreements

(a) Before the first annual operating season, HOLDER shall execute the Social Agreements required by AUTHORITY Regulation 105-07.

(b) AUTHORITY shall promptly review and either attest to or reject the Social Agreements, in conformity with AUTHORITY Regulation 105-07, Section 36.

#### 113.13 - Business Plan

(a) As part of its Forest Management Plan, HOLDER must include an up-to-date Business Plan demonstrating, to AUTHORITY's satisfaction, that HOLDER has the technical and financial capacity to manage the CONTRACT AREA sustainably.

(b) The Business Plan most conform with AUTHORITY's Guidelines for Forest

Management Planning.

## H3.14 - Initial Annual Operational Plan

(a) Within 90 days before the first annual operating season, HOLDER shall submit in ATTITIORITY as initial ANNUAL OPERATIONAL PLAN.

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(b) Except for the timing of submission specified in this Section, the initial Plan 1 ust conform to the requirements of Section B6.11.

# 3.15 - Initial Performance Bond and First Annual Performance Bond

(a) Before the deadline set in AUTHORITY Regulation 104-07, Section 61(b), OLDER shall deposit with the Ministry of Finance an initial Performance Bond, in the amount shown in Specific Provision A3.

(b) Before the first annual operating season, HOLDER shall deposit the first annual erformance Bond as required by AUTHORITY Regulation 104-07, Section 61, and by

(c) The GOVERNMENT shall return the initial Performance Bond to HOLDER Section B6.12 of this Contract. promptly after HOLDER posts the first annual Performance Bond.

# B3.2—Responsible Employment and Management Practices

(a) HOLDER shall follow internationally recognized, modern safety precautions in B3.21 - Safety all activities, as are used elsewhere by others under comparable conditions. HOLDER. shall comply with such safety instructions that the GOVERNMENT gives in writing.

(b) HOLDER shall employ temporary traffic controls only in compliance with

AUTHORITY Regulation 104-07, Section 73(b).

# B3.22 - Health

HOLDER shall employ internationally recognized, modern measures for the protection of general health and safety of its employees and all other PERSONS with legal access to the CONTRACT AREA. HOLDER shall comply with public health instructions given in writing by the GOVERNMENT.

# B3.23 - Use of Local Labor

(a) In the selection of employees to conduct its operations under this Contract, HOLDER shall give preference to competent and qualified individuals living in and near the CONTRACT AREA, and particularly to individuals from communities benefiting from the HOLDER's Social Agreements.

(b) HOLDER shall not import unskilled labor from outside Liberia.

(c) HOLDER shall comply with all training and employment obligations required by law or regulation.

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IKHLDER shall conduct operations in a manner that promotes the sustainable development of FOREST RESOURCES and environmental protection for the common good of the people of Liberia.

### 11.1.4 - Laws and Regulations

#### H3.41 - Coverning Law

The laws of the Republic of Liberia govern this Contract.

### B3.42 - Third-Party Beneficiaries

All PERSONS dealing with HOLDER, including employees and shareholders, and all PERSONS having an interest in the condition or management of the affected environment are third-party beneficiaries under this Contract.

### 13.43 - Harvesting Practices

HOLDER shall comply with the Liberia Code of Forest Harvesting Practices.

#### 113.44 - Prohibited Transactions

HOLDER shall not directly or indirectly engage in any transaction with any government, faction, or armed movement that the GOVERNMENT has by law or by official pronouncement declared to be hostile or unfriendly; nor shall HOLDER engage in any other transaction prohibited by law.

## B3.45 - False Statements and Material Misrepresentations

HOLDER shall not knowingly make false statements or material misrepresentations (including misrepresentation by omission) to the GOVERNMENT on any matter relating to this Contract.

## B3.46 - Indemnification and Liability

(a) HOLDER shall at all times indemnify and hold the GOVERNMENT and its officers and agents harmless from all claims and liabilities for the death of or injury to PERSONS, and for damage to property, from any cause whatsoever arising out of HOLDER's operations or activities hereunder or as a result of HOLDER's failure to comply with any law or regulation.

(b) Holder acknowledges that in the event of any damage, injury, or loss caused by the acts or omissions of HOLDER's AGENTS, HOLDER is liable for the damage, injury, or loss to the extent provided by the laws of Liberia.

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# B4.0 - RIGHTS OF HOLDER

# B4.1 - Occupancy of Surface and Easements

# B4.11 - Public Lands Inside Centract Area

Within the CONTRACT AREA, HOLDER shall have the right to enter and occupy any public land or use public rights-of-way to undertake operations and activities under this Contract. If not described in an approved ANNUAL OPERATIONAL PLAN, such occupancy is subject to prior approval in writing by AUTHORITY. HOLDER's occupancy and use must protect natural resource values.

# B4.12 - Use of Public Lands Outside Contract Area

(a) HOLDER shall not use public land outside the CONTRACT AREA, unless the HOLDER has express, written permission from AUTHORITY.

(b) Before requesting permission, HOLDER shall consult with all potentially affected communities that are party to Social Agreements with HOLDER, HOLDER shall make a written record of the time, place, and general content of those consultations.

(c) HOLDER's requests to AUTHORITY to use such public lands must be in writing. For convenience, HOLDER may make such requests in its ANNUAL OPERATIONAL PLAN. If made in this manner, these requests must be expressly and clearly identified as requests to use public land outside the CONTRACT AREA. AUTHORITY shall approve or deny such requests as part of its review of the ANNUAL OPERATIONAL PLAN, AUTHORITY may deny the request while approving the remainder of the plan.

(d) AUTHORITY shall not unreasonably deny permission to use such land.

(e) AUTHORITY and HOLDER shall negotiate the terms and conditions under which an easement or other use rights may be exercised. If HOLDER occupies lands, the terms shall include payment of area fees and an amount for land rental at the Land Rental Bid rate. The right to use such land does not extend to the right to harvest TIMBER, unless the TIMBER is taken to clear land for a right-of-way or yarding area.

# B4.13 - Use of Private Lands

(a) HOLDER may use private land with the express, written permission of the land owner.

(b) If HOLDER is unable to obtain the permission of the land owner for such use, then use is limited to rights of way, and any compensation is governed by Chapter 11 of the National Forestry Reform Law of 2006 and AUTHORITY Regulation 110-07, on the Rights of Private Land Owners.

(c) With or without permission of the land owner, (i) HOLDER shall not seek a use, lease, right-of-way, or essement that substantially interferes with the operations of another previously issued Forest Management Contract or Timber Sale Contract; and (ii) HOLDER shall not interfere with any good faith exercise of third-party rights to

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DATHER OF FOREST PRODUCTS, including customary rights, without permission of

a flord party.

(d) For avoidance of doubt, Section B3.46 (Indemnification and Liability) applies to way claims against the GOVERNMENT for HOLDER's damage to or use of private ands in acting under this Contract, even if done with AUTHORITY's knowledge and sment, HOLDER does not act as AUTHORITY's agent.

# 14.14 - Other Activities Outside of Contract Area

(a) All of HOLDER's felling, construction, and other forest management activities a lands covered under Sections B4.11 and B4.12 must be described in the ANNUAL. CUPERATIONAL PLAN, and HOLDER shall not begin felling, construction, or other threat management activities before AUTHORITY has approved the plan. When the 101.DBR undertakes felling, construction, or other forest management activities on these twols, HOLDER shall follow all laws, standards, and contract requirements that would severs those activities inside the CONTRACT AREA.

(b) If HOLDER fells MERCHANTABLE TREES anywhere in Liberia and fails to senter the resulting MERCHANTABLE LOGS in the CHAIN OF CUSTODY SYSTEM,

101 DIR is in breach of this Contract.

# 114.2 - Holder Improvements

# 314.21 - Construction of Improvements

(a) Nection 18,8 of the National Forestry Reform Law of 2006 grants HOLDER tights concerning construction of INFRASTRUCTURE. HOLDER agrees to exercise Contract.

lime rights subject to the requirements in this

(b) HOLDER shall comply with all laws governing the occupation of the land and with all laws governing construction, maintenance, and use of the improvements. HOLDITE shall construct, maintain, and use the improvements in a manner that will not interrupt or interfere with the conduct of AUTHORITY business.

# 14.22 - Approval Requirements

(a) By law, certain improvements require pre-authorization from GOVERNMENT there is other than AUTHORITY. FOLDER shall secure such authorization before contracting the improvements. Activities affecting private land are subject to Section 14 11 and the prompt payment of fair compensation to any PERSON whose rights are

(b) If HOLDER wishes to construct, maintain, alter, or operate any of the following reprovements, HOLDER, shall describe the proposed activity in an ANNUAL DETERATIONAL PLAN. HOLDER has the necessary permission to proceed only if

VITTIOICITY approves the plan.

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 (i) Industrial buildings and installations, including roads, warehouses, storage places, and tanks;

(ii) Means of communications, including telephone lines and wireless stations;

(iii) Living accommodations and amenities for HOLDER's operations and activities under this Contract; and

(iv) Other buildings, installations, and WORK necessary or useful for the effective carrying out of HOLDER's operations and activities under this Contract.

(c) In addition, HOLDER shall also obtain written permission from AUTHORITY, separately or through the ANNUAL OPERATIONAL PLAN, for the following kinds of improvements:

 (i) Clearing the land of trees, shrubs, and other obstacles and cutting wood necessary for HOLDER's activities on private land or other land outside the CONTRACT AREA;

(ii) Development of roads outside the CONTRACT AREA;

(iii) Constructing any camp, quarry, borrow pit, storage, or service area (A "camp" includes the campsite or trailer parking area of any employee or contractor WORKING on the project for HOLDER); and

(iv) Any development or activity on the CONTRACT AREA not essential for

performance under this Contract.

(d) Requests for approval outside of the ANNUAL OPERATIONAL PLAN must include the proposed plans of the improvement.

(e) AUTHORITY shall not unreasonably deny or delay approval.

(f) AUTHORITY shall not levy a charge for approval of these requests; however if the improvement is on public land outside the CONTRACT AREA, Section B4.12 (e) applies.

### B4.23 - Right of Others to Use Facilities

HOLDER shall:

(a) Allow the GOVERNMENT and public to use, free of charge, any roads constructed and/or maintained by HOLDER; provided, however, that such use shall not unduly prejudice nor interfere with HOLDER's operations;

(b) Allow the GOVERNMENT and public to have access over the CONTRACT AREA, provided that such access does not amount to encroachment, as provided for in Section B6.31, and does not unduly prejudice nor interfere with HOLDER's operations;

(c) Allow the GOVERNMENT and public to use communication lines developed by HOLDER within the CONTRACT AREA, subject to fair compensation, provided that such use shall not unduly prejudice nor interfere with HOLDER's operations; and

(d) Allow the GOVERNMENT to construct roads, highways, railways, telegraph and telephone lines, and other transportation or communication facilities within the CONTRACT AREA, if they do not unreasonably interfere with HOLDER's activities and the GOVERNMENT provides fair compensation for damage caused, including property damage, lost profits, and other economic losses.

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#### 114,24 - Removal

(a) All INFRASTRUCTURE reverts to the GOVERNMENT upon termination of this Contract. HOLDER shall leave such facilities in a maintained and safe running order.

(b) All fixed PLANT AND EQUIPMENT on GOVERNMENT land shall revert to the (KOVERNMENT upon termination of this Contract. The GOVERNMENT may change to retain these assets or, with written notice to HOLDER, require HOLDER to remove or dispose of any or all such improvements. Should HOLDER fail to remove or dispose of PLANT AND EQUIPMENT within 90 days, AUTHORITY may dispose of these improvements at HOLDER's expense. HOLDER shall dispose of construction materials, materials from the demolition of assets, and other wastes in a lawful and mivironmentally responsible manner.

(c) The disposition of PLANT AND EQUIPMENT on private land will be based enthe terms of the occupancy lease, right-of-way, or easement that allowed use under-

Section B4.13.

### 114.3 - Right to Take and Use Water

Subject to the written approval of the GOVERNMENT, the negotiated Social Agreement, and such conditions as the GOVERNMENT or the Social Agreement may impose, HOLDER may use free of charge any water found within the CONTRACT AREA and may water within the public domain within five kilometers of the CONTRACT AREA for purposes necessary or useful to HOLDER's operations and activities under this Contract. provided, however, that HOLDER shall not deprive any lands, tribes, villages, towns, henses, or watering places for animals of a reasonable supply of water in so far as such water has, through custom, been utilized for such lands, tribes, villages, towns, houses, or animals. Nor shall HOLDER interfere with the rights of water enjoyed by any PERSONS. maker the Land and Native Right Ordinance. HOLDER shall ensure that its use of water in no way results in environmental damage or creates other hazards.

## 114.4 - Use of Gravel, Sand, Clay, and Stone

Subject to written approval of the GOVERNMENT, the negotiated Social Agreement, and such conditions as the GOVERNMENT or the Social Agreement may impose, HOLDER may use, free of charge, gravel, sand, clay, and stone found within the public and on the CONTRACT AREA for purposes necessary or useful to HOLDER's operations and activities under this Contract. Such material may not be sold. Upon completion of use or termination of this Contract, any excavation shall be restored by HOLDER, as far as may be reasonably practical, to its original condition and, if required by the GOVERNMENT, fenced or otherwise safe-guarded.

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#### 16. 1 Timber Specifications

#### 116.11 - Merchantable Trees

All MURCHANTABLE TREES must be identified in the ANNUAL OPERATIONAL PLAN Identification of MERCHANTABLE TREES must be consistent with the standards on scaling and grading referenced in AUTHORITY Regulation 108-07, on Identification a Chain of Custody.

### 116.22 - Minimum Diameter Limit

(a) HOLDER shall not cut or fell for commercial use any growing tree smaller than fell am diameter at DREAST HEIGHT.

(b) Regardless of the size of the tree, CONTRACTING OFFICER may permit, or twentee, HOLDER to remove the following (Sections B7.21 to B7.25 govern HOLDER's payments for these trees.):

(i) TIMBER from standing trees cut through mistake;

(ii) TIMBHR from standing trees damaged without negligence, including TIMBHR from standing trees damaged by catastrophe; and

(iii) TIMBER from standing trees unnecessarily damaged or negligently or willfully cut.

## 116.23 - Felling and Utilization Standards

HOLDIUS shall ensure that all felling and utilization activities comply with the requirements contained in the Liberia Code of Forest Harvesting Practices.

## 104, 14 - Tree Clearing

HOLDER shall comure that all tree clearing activities comply with the requirements contained in the Liberia Code of Forest Harvesting Practices.

### 16.25 Construction Timber

With written agreement from AUTHORITY, HOLDER may cut any tree, free of charge, irrespective of the minimum diameter limits, if such tree is to be used for construction purposes nocessary for HOLDER's operations and activities. Facilities constructed must remain in the CONTRACT AREA and become property of the GOVERNMENT upon impropriate of this Contract.

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operations are in progress. The designated Field Supervisor may receive notices related to performance under this Contract and act on behalf of HOLDER. The responsibilities of the Field Supervisor shall include the safeguarding of resources and satisfying the terms of this Contract. Local Resident Manager shall provide to AUTHORITY a complete list of names of PERSONS authorized to assume responsibilities in Field Supervisor's absence HOLDER's Local Resident Manager shall provide a copy of this Contract to HOLDER's Field Supervisor and to any other PERSONS authorized to assume responsibilities in the Field Supervisor's absence.

(c) HOLDER shall ensure that HOLDER's Local Resident Manager and field supervisor receive AUTHORITY-approved training in Contract requirements, legal requirements, and environmental standards and guidelines prior to the start of operations.

# B5.2 - Government Representatives

Promptly after the CONTRACT SIGNING DATE, AUTHORITY shall designate a CONTRACTING OFFICER to administer this Contract, AUTHORITY may change the CONTRACTING OFFICE at will AUTHORITY shall give HOLDER notice in writing of the designation and any change of the CONTRACTING OFFICER.

The CONTRACTING OFFICER may delegate, in writing, powers and duties to other

AUTHORITY officers. CONTRACTING OFFICER shall designate an FDA Representative for this Contract and notify HOLDER in writing of the FDA Representative's identity and contact information. The designated FDA Representative for this Contract is authorized to:

(i) Receive notices related to performance under this Contract; and

(ii) Act on behalf of the GOVERNMENT under this Contract. VIDA Representative shall remain readily available to the CONTRACT AREA. CONTRACTING OFFICER or FDA Representative shall designate, in writing, one or more additional on-the ground FDA representatives who are authorized to assume responsibilities in the FDA Representative's absence. Representatives designated by FDA: under this provision are the sole AUTHORITY personnel authorized to receive or provide notice, or to take related actions, under this Contract.

# 115.3 - Government Inspection

HOLDER community to the GOVERNMENT, or any designated representative of COVERNMENT, conducting reasonable inspections of the CONTRACT AREA, any premiaes within the CONTRACT AREA, and any other offices of HOLDER both in and outside of Liberia, to confirm compliance with the terms of this Contract and applicable laws. HOLDER understands that inspection activities may include all of the following:

(i) Inspection of any activities and operations carried out under this Contract;

(ii) Ilvamination of office records relating to HOLDER's activities and operations

(iii) Inspection of the boundaries and delineation of the CONTRACT AREA; and

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(iv) Inspection of LOGS and TIMBER to determine the quantity, quality, and type (including species and variety) of TIMBER harvested, transported, processed, and marketed by HOLDER

### B5.4 - Notices .

(a) Notice is effective under this Contract when the notice is hand-delivered or delivered by commercial carrier. The party giving notice has the burden of proving

(b) All notices, requests, or other communications required by, provided for, or otherwise related to this Contract must be in writing to the other party's designated

(c) Cables, telegrams, faxes, and other forms of electronic notice are effective only representative. when delivery is executed and has been confirmed by the sender.

(d) All notices must be written in the English language.

### B5.5 - Reports

# B5.51 - Records Maintenance and Inspection (Generally)

(a) HOLDER shall keep all records necessary to demonstrate compliance with this Contract during the duration of the Contract and for 5 years after the Contract terminates, as required by AUTHORITY Regulation 104-07, Section 75, concerning recordkeeping and inspection requirements under forest management contracts. HOLDER shall retain all original records, maps, ANNUAL OPERATIONAL PLANS, reports, and other documents relating to its activities and operations carried out under this Contract. HOLDER shall take care to retain all documents relating to financial and commercial transactions involving:

(i) HOLDER and any PERSON with a controlling interest in HOLDER (including any Significant Individual, as that term is defined in AUTHORITY Regulation

(ii) HOLDER and any PERSON in which HOLDER has a controlling interest.

(b) HOLDER shall retain copies (electronic or hard copy) of all records and

reports related to operations outside of Liberia.

(c) HOLDER shall retain its business records and any other required records in the English language, with financial information expressed in terms of United States dollars, as required by AUTHORITY Regulation 104-07, Section 75, concerning recordiceeping and inspection requirements under forest management contracts.

(d) HOLDER shall designate either its main office within Liberia or the field office within Liberia overseeing operations in the CONTRACT AREA as the prime repository of required records. HOLDER shall inform AUTHORITY of its designation. HOLDER shall keep a complete set of the records required under this Section at the prime repository. The records may be the originals or may be copies of the originals. HOLDER warrants that any copies it places in the repository are correct and complete. For purposes of determining compliance with this Contract and the law, AUTHORITY and the GOVERNMENT may presume that copies are correct and complete, and HOLDER.

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waters any housesy or best evidence objection to the use of seconds in the repository as evidence in an enforcement action.

(e) As provided by AUTHORITY Regulation 104-07, Section 75, concerning recordkeeping and inspection requirements under forest management contracts, (K)VIIRNMENT, through an authorized representative and during normal working hours, may conduct annual mudits of HOLDER's operations and other reasonable inspections necessary to confirm HOLDER's compliance with the conditions of this Contract and all applicable laws.

#### B5.52 - Annual Reports

(a) HOLDER shall, within 90 days of completing operations under each ANNUAL OPHRATIONAL PLAN, provide to AUTHORITY and the Ministry of Finance a written activity report that describes the previous year's operations, including the following:

(i) Identification of each HARVESTING BLOCK in which HOLDER carried out

operations during the prior year;

(ii) For each HARVESTING BLOCK identified, a full description of the TIMBER produced, including a description of the number, volume, and quality of trees per species felled;

(iii) A description of the differences between planned and actual silvicultural, logging, and processing activities, boundary clearing and INFRASTRUCTURE maintenance activities, community-based activities, monitoring and enforcement activities, and environmental mitigation activities; and

(iv) Any other information reasonably requested by AUTHORITY.

(b) At the same time, HOLDER shall provide to AUTHORITY a written security report that lists the number and type of illegal trespasses and TIMBER thefts detected in .... the CONTRACT AREA during the previous year, along with strategies for improving socurity.

### BA.53 - Other Reporting Requirements

(a) HOLDER shall keep CONTRACTING OFFICER fully and regularly informed no HOLDER's operations and any other activities related to this Contract.

(b) HOLDER shall comply with the Revenue and Finance Law concerning

reporting related to taxes and FEES.

- (a) Upon written request by AUTHORITY, HOLDER shall provide to AUTHORITY all documents required by AUTHORITY to determine HOLDER's compliance with MONETARY OBLIGATIONS.
- (d) Upon written request by AUTHORITY, HOLDER shall provide to AUTHORITY all other information of whatever kind that the GOVERNMENT or its agents may request to fully evaluate HOLDER's compliance with this Contract and all legal requirements related to HOLDER's operations.

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# B5.54 - Holder to Provide Documents Free of Charge

HOLDER shall provide to AUTHORITY records, reports, surveys, plans, maps, charts, accounts, and any other information required under this Contract or applicable law at no cost to GOVERNMENT. Upon written approval by AUTHORITY, HOLDER may provide any written reports to AUTHORITY in electronic format.

# B5.55 - Broad Public Access to Information

The parties understand that Section 18.15 of the National Forestry Reform Law of 2006 guarantees to the public free access to all documents and information related to this Contract and its administration, subject only to limited exceptions.

## B6.0 - OPERATIONS

# B6.1 - Operations Generally

(a) HOLDER's operations include all activities carried out by HOLDER, or by HOLDER's employees or AGENTS, under this Contract.

(b) HOLDER shall ensure that operations comply at all times with HOLDER's

approved ANNUAL OPERATIONAL PLAN.

(c) HOLDER shall conduct all operations in a workmunlike and orderly manner.

(d) HOLDER shall complete crosion control and other cleanup WORK necessary to close HARVESTING BLOCKS promptly after skidding is completed.

# B6.11 - Annual Operational Plan

(a) At least 60 days prior to the beginning of each annual operating season, HOLDER shall submit to AUTHORITY an ANNUAL OPERATIONAL PLAN.

(b) The ANNUAL OPERATIONAL PLAN must describe the next operating season's major activities, including logging, environmental protection measures, road construction and maintenance, and other actions required by law or AUTHORITY

(c) The ANNUAL OPERATIONAL PLAN must be consistent with the Forest regulations. Management Guidelines, the Liberia Code of Forest Harvesting Practices, HOLDER's Five-Year Forest Management Plan, and HOLDER's Strategic Forest Management Plan.

(d) The ANNUAL OPERATIONAL PLAN must identify HARVESTING BLOCKS and all MERCHANTABLE TREES within the HARVESTING BLOCKS on block maps according to the specification of the CHAIN OF CUSTODY and CHAIN OF CUSTODY SYSTEM standards for operations.

(e) HOLDER shall disclose in the ANNUAL OPERATIONAL PLAN till unticipated uses of public or private land outside of the CONTRACT AREA.



AUTHORITY shall not approve activities outside of the CONTRACT AREA unless they we necessary to operations under this Contract.

(f) For purposes of levying the Annual Coupe Inspection Fee under Section 34 of AUTHORITY Regulation 107-07, on Certain Forest Fees, AUTHORITY and HOLDER shall consider the ANNUAL OPERATIONAL PLAN to commin the Annual Coupe Plan.

(a) Within 60 days of receiving from HOLDER (i) the proposed ANNUAL OPHRATIONAL PLAN and (ii) verification of payment of the Annual Coupe Inspection Fee, AUTHORITY shall approve or deny the ANNUAL OPERATIONAL PLAN. AUTHORITY shall make its determination with respect to MERCHANTABLE TREES based on best available knowledge of international markets and marketability of Liberian lumber on those markets.

(b) Prior to the issuance of an ANNUAL HARVESTING CERTIFICATE, HOLDIN and AUTHORITY shall hold a pre-operations meeting to review the ANNUAL OPERATIONAL PLAN and ensure common understanding.

# B4,12 - Annual Performance Bond

(a) AUTHORITY shall set the amount of the annual Performance Bond based on the formula in AUTHORITY Regulation 104-07, Section 61(d). In using the formula, AUTHORITY shall include the Land Rental Bid payment in the estimated annual revenue, and shall base its estimate of revenue from the Log Stumpage Fee on the harvest layed described in the ANNUAL OPERATIONAL PLAN.

(b) Within 30 days after AUTHORITY approves each ANNUAL OPERATIONAL PLAN, the HOLDER shall deposit with the Ministry of Finance an annual Performance

flored in the amount set in the preceding paragraph.

(c) The HOLDER shall not fell trees under an ANNUAL OPERATIONAL PLAN

batter the HOLDER has deposited the applicable Performance Bond.

(d) Bach Performance Bond must be issued in favor of the GOVERNMENT, warranting that HOLDER shall faithfully and promptly commence operations and camply with all contract terms, pay MONETARY OBLIGATIONS, and obey applicable laws and regulations. HOLDER shall post the bond in one of the forms allowed under AUTHORITY Regulation 104-07, Section 61(e).

(e) The COVERNMENT may draw upon the Performance Bond if HOLDER is in arrears on any amount owed the GOVERNMENT, Should HOLDER fail to comply with contract terms, pay MONETARY OBLIGATIONS, or obey applicable laws and regulations, AUTHORITY may use the Performance Bond to make the GOVERNMENT whole, including to pay any amount owed to the GOVERNMENT, to replace lost

revenues, and to pay for restoration of environmental damage.

(f) Although AUTHORITY assumes no liability for HOLDER's actions and does out act as the HOLDER's insurer or indemnifier, the Performance Bond must allow AUTHORITY, after any GOVERNMENT claims are satisfied, to draw upon the l'enformance Hond when ordered by a court to assure payment of third-party claims against HOLDER for compensation of employees, redress of injuries, or return of purporty, as provided under the National Forestry Reform Law of 2006, Section 5.1(e).

(a) If the Performance Bond is drawn upon or otherwise loses value, the HOLDER shall within 10 days, replace the Performance Bond or restore the Performance Bond to

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the required value. If HOLDER fails to replace or restore the bond in time, HOLDER

shall stop fulling trees until the bond is replaced or restored.

(h) The GOVERNMENT shall return all but the final annual Performance Bond to the HOLDER when the HOLDER has satisfactorily completed all of HOLDER's contract obligations for actions covered in the year's ANNUAL OPERATIONAL PLAN. The GOVERNMENT shall return the final annual Performance Bond after the HOLDER has satisfactorily completed all of HOLDER's obligations under this Contract. If the GOVERNMENT properly draws upon the bond to cover HOLDER's MONETARY OBLIGATIONS, the GOVERNMENT does not need to return the amount drawn out.

### B6.13 - Annual Harvesting Certificate

(a) After AUTHORITY approves the ANNUAL OPERATIONAL PLAN, if HOLDER has met requirements under AUTHORITY Regulation 104-07, Section 62(b), concerning administration of Forest Management Contracts; is current on all MONETARY OBLIGATIONS due under this Contract and AUTHORITY regulations; and has deposited the annual Performance Bond required under the just-approved ANNUAL OPREATIONAL PLAN for the upcoming season, AUTHORITY shall promptly issue HOLDER an ANNUAL HARVESTING CERTIFICATE.

(b) HOLDER shall not begin operations under an ANNUAL OPERATIONAL PLAN before AUTHORITY issues an ANNUAL HARVESTING CERTIFICATE based

on the plan.

## B6.14 - Changes to Annual Operational Plan

(a) If at any time the CONTRACTING OFFICER determines that HOLDER's operations are no longer substantially in compliance with the ANNUAL OPERATIONAL PLAN the CONTRACTING OFFICER may require HOLDER to submit to AUTHORITY a set of ANNUAL OPERATIONAL PLAN revisions. This power of the CONTRACTING OFFICER is in addition to and does not limit any rights that AUTHORITY may have to take action for breach of this Contract.

(b) HOLDER, on its own initiative, may submit a set of ANNUAL OPERATIONAL PLAN revisions to AUTHORITY if HOLDER'S operations are no longer in compliance with the original ANNUAL OPERATIONAL PLAN, or if

HOLDER foresees future noncompliance.

(c) The revisions must describe the major activities for the remainder of the season and the plan as revised must meet the requirements of Section B6.11 (c), (d), and (e) of

this Contract. The revisions take effect if approved by AUTHORITY.

(d) AUTHORITY may require an updated annual Performance Bond upon determination by the CONTRACTING OFFICER that there has been a material change in HOLDER'S operations.

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#### 146. 15 - Five-Year Forest Management Plan

(a) HOLDER shall submit to AUTHORITY a new Five-Year Forest Management "I at least '00 days before the expiration of the current Five-Year Forest Management -Plan

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(b) HOLDER shall ensure that the Plan provides for sustainable use and development of FOREST RESOURCES and that the Plan conforms with AUTHORITY's Guidelines for Forest Management Planning, the Liberia Code of Forest Harvorting Practices, and HOLDER's Strategic Forest Management Plan.

(c) HOLDER shall include in the Five-Year Forest Management Plan a Security

Plan, which must include the following:

(i) A description of the methods HOLDER will employ to prevent trespass and HMBER theft including surveillance and demarcation and maintenance of

(ii) A strategy to detect, control, and respond to trespess and TIMBER theft;

(iii) A description of the methods HOLDER will employ to train and motivate ACHINTS and people in surrounding communities to prevent and detect trespass and TIMBER theft; and

(iv) A description of how HOLDER will measure the effectiveness of its security efforts, and how it will periodically review and improve them

(d) HOLDER shall include in the Five-Year Forest Management Plan a projection of the quantity and quality of TIMBER that the CONTRACT AREA can produce sesseally on a sustainable basis. HOLDER shall base this projection on reliable data, applying greenally accopted forest management techniques.

(a) Within (d) days of receiving from HOLDER the Five-Year Forest Management

Plan, AUTHORITY shall approve or deny the Plan.

#### B6.16 - Social Agreements

(a) HOLDUR shall negotiate new Social Agreements for the benefit of Affected. Communities as required by AUTHORITY Regulation 105-07, Part Three,

(b) A Nocial Agreement negotiated under this Contract most have a duration of five

(e) AUTHORITY shall promptly review and either attest to or reject new Agreements, in conformity with AUTHORITY Regulation 105-07, Section 36.

(d) HOLDER shall not fell trees under this Contract unless a Social Agreement for all Affected Communities is in force with respect to the area to be logged.

### 16.17 - Revisions to Strategic Forest Management Plan

(a) At any time during the term of this Contract, HOLDER may submit to AUTHORITY proposed revisions to the Forest Management Plan prepared under Section. 11.1 1.1

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(b) AUTHORITY may order HOLDER to submit revisions to the Forest Managed circumstances. In that case, HOLDER call revise the Plan within 90 days of receiving AUTHORITY's order.

an HOLDER submits a revision of its Strategic Forest Management Plan, HOLDER shall include any revisions to its Five-Year Management Plan or Business Plan neuronary to make those documents consistent with the revised Strategic Forest Musament Pian.

(4) # a revision triggers environmental impact study requirements under the law,

FEOLESCE: shall comply with those requirements in a timely fashion.

HOLDER submits Plan revisions under this Section of this Contract, At 174 shall accept or reject the revisions within 90 days.

### PARS - Infrastructure and Works

(a) MOLDER shall ensure that all INFRASTRUCTURE and works installed in relation to this Contract comply with the Liberia Code of Forest Harvesting Practices and color explicable laws. HOLDER shall design, construct, and maintain INFRASTRUCTURE and works in a manner that avoids unreasonable risk to safety,

hashin, walfare, and the environment.

(b) Upon written request of HOLDER-to approve a completed installation, ATTITIONUTY shall perform an inspection within 15 days, so as not to delay by the progress of HOLDER's operations. HOLDER shall request approval for experiencion of or major maintenance on roads; building construction; erosion control property and any other significant land-disturbing activity undertaken by HOLDER in relation to this Contract.

the event that AUTHORITY is unable to inspect the installation within 15 days of DLDER's request, AUTHORITY shall notify HOLDER in writing of the

proceed.

(b) In conducting inspections, AUTHORITY shall apply the procedures, if any, in the Hilleria Code of Forest Harvesting Practices and the standards in subsection (a) of this Section. Within 7 days of inspection, AUTHORITY shall furnish HOLDER with written notice of a of acceptance or of WORK remaining to be done.

(a) / cceptance of HOLDER's WORK relieves HOLDER of further contractual obligations related to the inspected WORK, with the exception of roads and erosion

HOLDER is responsible for maintaining erosion control devices for 5 years flores the date of acceptance or until the Termination Date set at the beginning of Contract.

(ii) HOLDER is responsible for repairing all road damage, from whatever cause, for 3 years from the date of acceptance or until the Termination Date set at the posterning of this Contract.

(f) Until HOLDER gains AUTHORITY's acceptance for WORK, HOLDER

remains limits for repair or completion of the WORK, regardless of time elapsed.

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# B6.3 - Protection of Environment and Contract Area

(a) HOLDER shall conduct all operations and activities using only environmentally sound forest harvesting practices that conform to:

(i) the Forest Management Guidelines;

(ii) the Liberia Code of Forest Harvesting Practices; and

(iii) internationally accepted, scientific principles and practices applicable to forest

operations and TIMBER processing.

(b) HOLDER shall conduct all operations and activities so as to avoid waste and loss of natural resources and to protect natural resources from damage, as well as to prevent pollution and contamination of the environment.

(c) HOLDER shall conduct all operations and activities so as to prevent pollution of

the surrounding environment.

# B6.31 - Protection of Property and Use of Guards

(a) In no case shall HOLDER use private security guards armed with firearms, machetes, or other life-threatening weapons. HOLDER shall not use or threaten force on PERSONS or property except in self defense or defense of another.

(b) HOLDER shall report to AUTHORITY all incidents where the HOLDER or its AGENTS used or threatened force or had force used or threatened against them.

HOLDER shall make the reports within 24 hours of the incident.

(c) The GOVERNMENT and HOLDER shall make reasonable, good-faith efforts to cooperate with each other in protecting life and property and keeping the peace.

(d) HOLDER shall use all reasonable means to prevent encroachment by

unauthorized PERSONS into the CONTRACT AREA.

(e) HOLDER shall take reasonable measures to prevent damage to the rights and

property of the GOVERNMENT and third parties.

(f) HOLDER shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement in order that these operations may progress in a reasonable manner, utility duplication or rearrangement WORK may be reduced to a minimum, and services shall not be unnecessarily interrupted. In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, HOLDER shall promptly notify the owner and shall cooperate with that owner in the restoration of service until the service is restored.

(g) HOLDER shall not conduct blasting or other dangerous operations within 750 meters of any public works, permanent building, village, or inhabited structure without written consent of AUTHORITY and subject to such conditions as AUTHORITY may

impose.

## B6.32 - Dansage to Trees

HOLDER shall harvest trees in a manner that avoids unnecessary damage and waste. HOLDER shall use all reasonable means to prevent unnecessarily damage to young growth, residual trees, other trees to be reserved, and other FOREST PRODUCTS.

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#### 114.11 Protection of Land Survey Monuments

the little shall protect all survey monuments, witness corners, reference monuments, and bearing trees from destruction, obliteration, or damage during HOLDER's operations if any monuments, corners, or accessories are destroyed, obliterated, or tamaged by HOLDER's operations, HOLDER shall hire a land surveyor to reestablish or restore at the same location the monuments, corners, or accessories.

# 116.14 - Protection Measures for Plants, Animals, and Cultural

(a) HOLDER shall identify in the ANNUAL OPERATIONAL PLAN areas requiring special measures for the protection of plants, animals, and cultural resources.

Appendal protection measures needed to protect these areas shall be described in the ANNUAL OPERATIONAL PLAN.

(b) In addition to taking special protection measures, HOLDER shall protect these

areas from damage or removal during HOLDER's operations.

(a) If additional areas, resources, or species are identified before and during distantion of this Contract, either party to this Contract shall promptly give written notice to the other party, and HOLDER shall cease operations in the affected area, under Section to 6, If CONDRACTING OFFICER determines there is risk of damage to such areas, reassertes, or species from continued operations.

(d) HOLDER shall not operate wheeled or track-laying equipment in any area identified as requiring special protection measures, except on roads, landings, tractor roads, or shid trails approved Section B6.4. Nor shall HOLDER fell trees in any area

identified as requiring special protection measures:

(a) HOLDER shall immediately notify AUTHORITY of a disturbance in any area identified as requiring special protection measures and shall immediately halt operations in the vicinity of the disturbance until AUTHORITY authorizes HOLDER, in writing, to proceed HOLDER shall been costs of resource evaluation and restoration to identified sites shall payment does not relieve HOLDER of any civil or criminal liability otherwise provided by law.

### 116.35 - Wildlife Management and Protection

(a) HOLDER shall comply with the requirements contained in the Liberia Code of Finant Harvesting Practices for the protection of wildlife in the CONTRACT AREA.

(b) HOLDER shall immediately close and block all logging roads and major skid trails in the CONTRACT AREA when the roads are no longer necessary to HOLDER's operations in no case shall HOLDER allow roads to remain open beyond the Contract Learnington Date.

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(c) HOLDER shall prevent any vehicle used in connection with HOLDER's operations to be used for hunting or for the transport of hunters or BUSHMEAT.

(d) HOLDER shall prevent employees from hunting with snares, hunting in protected areas, hunting protected animals listed in the Wildlife Conservation Law or any other law, and commercially selling BUSHMEAT in HOLDER camps and worksites.

(e) If an AGENT of HOLDER fails to comply with the prohibitions of this Section, HOLDER shall notify AUTHORITY and shall, on written request of AUTHORITY, dismiss the AGENT.

## B6.36 - Watercourse Protection

HOLDER shall comply with all requirements for watercourse protection contained in the Liberia Code of Forest Harvesting Practices.

## B6.37 - Erosion Prevention and Control

(a) HOLDER shall conduct all operations so as to reasonably minimize soil erosion. (b) HOLDER shall comply with all requirements for erosion prevention and control contained in the Liberia Code of Forest Harvesting Practices.

## B6.38 - Prevention of Pollution

(a) HOLDER shall provide for the proper disposal of sawdust, mill, and other wastes so as to prevent pollution or contamination to the environment or to rivers, streams, and other waterways, and to prevent such wastes from becoming a nuisance or injurious to PERSONS or property.

(b) HOLDER shall take all reasonable precautions to prevent pollution of air, soil, and water by HOLDER's operations. If facilities for employees are established on

CONTRACT AREA, they shall be operated in a sanitary manner.

(c) HOLDER shall maintain all equipment operating on CONTRACT AREA in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. HOLDER shall not service tractors, trucks, or other equipment where servicing is likely to result in pollution to soil or water. HOLDER shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. HOLDER shall remove and dispose of all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment. In the event that HOLDER's operations or servicing of equipment result in pollution to soil or water, HOLDER shall conduct cleanup and restoration of the polluted site to the satisfaction of AUTHORITY,

(d) If HOLDER maintains storage facilities for oil or oil products on CONTRACT AREA, HOLDER shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters. If the total oil or oil

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mindred atmage exceeds 5,000 liters, HOLDER shall prepare a Spill Prevention Control and Counter Measures Plan.

(e) HOLDER shall notify CONTRACTING OFFICER and appropriate agencies of all spills of oil or oil products or hazardous substances on or in the vicinity of CONTRACT AREA. HOLDER shall take whatever action may be safely accomplished to contain all spills.

#### 16.4 Practice of Silviculture

#### 16.41 - Conduct of Logging

- (a) HOLDER shall fell trees in compliance with the approved ANNUAL OPTICATIONAL PLAN.
- (b) HOLDER shall comply with the requirements contained in the Liberia Code of Forms Harvesting Practices.
- (a) HOLDER shall present LOGS skidded to the skidding location in a manner so that they can be safely, accurately, and efficiently scaled. AUTHORITY may refuse to seale LOGB that cannot be measured accurately and safely.

#### 316.42 - Reforestation

(a) HOLDER shall ensure that tree cover is reestablished on every HARVESTING III.OCK within 5 years of completion of harvesting on the block.

(b) If HOLDER plants trees for reforestation, HOLDER shall use tree species native to Liberta.

### 154.5 Road Construction and Maintenance

HOLDER shall carry out road construction and maintenance activities in compliance with the requirements contained in the Liberia Code of Forest Harvesting Practices.

#### 16.6 Fire Precautions and Control

(a) HOLDER shall take all necessary measures to prevent and control fires and shall maily AUTHORITY of any fire that occurs.

(b) HOLDER shall comply with the requirements for fire prevention and control contained in the Liberia Code of Forest Harvesting Practices.

#### 116 61 - Fire Control

111.9 [910] shall, both independently and in cooperation with AUTHORITY, take all

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AREA. HOLDER's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at HOLDER's disposal. AUTHORITY may require further actions by HOLDER until such fire is controlled and mopped up to a point of safety.

# B6.62 - Fire Suppression Costs

HOLDER shall pay fire-fighting costs for any fire on or off the CONTRACT AREA, if caused by HOLDER's operations.

# -B6.63 - Participation in Chain of Custody-System

(a) HOLDER shall comply with all requirements concerning CHAIN OF CUSTODY for TIMBER contained in AUTHORITY Regulation 108-07.

(b) HOLDER shall neither transport nor process any LOG or TIMBER PRODUCT outside of the CHAIN OF CUSTODY SYSTEM.

# **B7.0 - FISCAL OBLIGATIONS**

# Income and Other Taxes

Holders of Forest Resource licenses shall be subject to taxes, duties, and fees of general application under the Revenue Code of Liberia.

# B7.1 - Fees and Rental Bids

# B7.11 - Land Rental Bid Payments

(a) AUTHORITY shall calculate the annual Land Rental Bid payment based on the bid provided in the bid opening ceremony multiplied by the surface area in hectares of the CONTRACT AREA.

(b) AUTHORITY shall increase the payment if required due to negotiations under Section B4.12 (e) (Use of Public Lands Outside Contract Area).

(c) HOLDER shall make payment of the Land Rental Bid fee annually (each and every year of contract duration) to the GOVERNMENT not later than 30 days after the CONTRACT EFFECTIVE DATE.

# B7.12 - Stumpage Fees

(a) HOLDER shall pay log stumpage fees to the GOVERNMENT in the amounts and at the times established by Part II of AUTHORITY Regulation 107-07, on Certain Forest Fees.

(b) The parties will use the methods set out in Sections 26 and 27 of AUTHORITY Regulation 108-07, establishing a Chain of Custody System, to determine volumes and grades.

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(b) The parties will use the methods set out in Sections 26 and 27 of AUTHORITY Regulation 108-07, establishing a Chain of Custody System, to determine volumes and

(c) HOLDER shall prevent LOGS from being processed or exported before

their title has paid the log stumpage fees.

#### D7 13 Land Rental Fees

(a) HOLDER shall pay the GOVERNMENT an annual contract administration fee as required under Section 32 of AUTHORITY Regulation 107-07, on Certain Forest

(b) HOLDER shall pay an annual area fee to the GOVERNMENT as required under traction 1) of AUTHORITY Regulation 107-07, on Certain Forest Fees. For purposes of alcohating the area fee, the land subject to this Contract is the adjusted area determined.

(e) HOLDER shall pay an annual coupe inspection fee to the GOVERNMENT as required under Section 34 of AUTHORITY-Regulation 107-07, on Certain Forest Fees.
For purposess of applying that section, the ANNUAL OPERATIONAL PLAN contains the annual coupe plan.

# 117,14 - Forest Product Fees

1101 DEER shall pay forcest product fees to the GOVERNMENT in the amounts and at the times netablished by Part IV of AUTHORITY Regulation 107-07, on Certain Forest Fees.

# 117.2 - Other Payment Rates

# 117.11 Timber Cut Through Mistake

by HOLDER through mistake and included by CONTRACTING OFFICER, shall be running and paid for by HOLDER at the LOG stumpage fee rate.

# 197,11 - Timber Damaged Without Negligence

discussion trees equallor than the minimum diameter limit specified in Section B6.22, descripted without negligence by HOLDER and designated by AUTHORITY, shall be cut, removed, and paid for by HOLDER at the LOG stumpage fee rate.

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### B7.23 - Timber Unnecessarily Dasaged or Negligently or Willfully Cut

Standing trees smaller than the minimum diameter limit specified in Section B6.22, unnecessarily damaged or negligently or willfully cut by HOLDER, if included by CONTRACTING OFFICER, shall be cut, removed, and paid for by HOLDER at the LOG stumpage fee rate. Such damage is a breach of the Contract. In addition to any penalties that may be incurred, HOLDER shall pay liquidated damages under Section B7.25.

# B7.24 - Careless Falling or Extraction

HOLDER shall pay the sum of the LOG stumpage fee and LOG export fee for MERCHANTABLE LOGS damaged or broken by careless felling or extraction and not removed, in addition to any penalties that may be incurred.

# B7.25 - Liquidated Damages

Unnecessary damage to or negligent or willful cutting of undesignated standing trees by HOLDER, as described in Sections B7.21, B7.23, and B7.24, or otherwise, is likely to cause substantial silvicultural or other damage to the forest. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, HOLDER shall pay as fixed, agreed, and liquidated damages an amount equivalent to the market value of any LOGS plus the cost of restoring appropriate vegetative cover to the cut area as determined by AUTHORITY. If removal is allowed by CONTRACTING OFFICER, HOLDER shall remove and pay all required FEES for the TIMBER, in addition to the liquidated damages and any assessed penalties.

# B7.3 - Payments

# B7.31 - Designated Account

HOLDER shall pay MONETARY OBLIGATIONS owed to the GOVERNMENT to an account designated under Section 71 of AUTHORITY Regulation 107-07, on Certain Forest Foes. Payments will be credited on the business day that the keeper of the account receives payment.

#### B7.32 - Accrual

(a) AUTHORITY shall give the Ministry of Finance prompt notice of accrual of HOLDER's MONETARY OBLIGATIONS owed to the GOVERNMENT, to facilitate accounting of payments.



- (b) I'IIIN are due as stated in AUTHORITY Regulation 107-07, on Certain Forest
- (a) The annual Land Rental Bid payment is due on the dates stated in Section (i) 11(b), however, if AUTHORITY fails to give HOLDER written notice of the amount that it hast 13 days before the due date, payment is due 15 days after AUTHORITY are 11(0). DER that notice and provides a written copy to the Ministry of Finance.

# 117.13 Payment Guaranteed by Bond or Deposited Securities

(a) As noted in Sections B3.15 and B7.34, the GOVERNMENT may draw on 11(1) 1.01(1) a performance bond to cover unpaid MONETARY OBLIGATIONS. Whether and when to do so is entirely left to the discretion of GOVERNMENT.

(b) HOLDER may also provide individual security through advance deposit in the designated account or additional Performance Bonds. If HOLDER provides such individual security, the GOVERNMENT shall draw upon such security on the date the payments become due, unless HOLDER gives AUTHORITY and Ministry of Finance other written instructions for drawing upon such security.

#### 117,14 - Payments Not Received

The provisions of this Section apply unless Part VI of AUTHORITY Regulation 107 (1), on Certain Forest Foos, or some other applicable law is more stringent.

(a) MONITARY OBLIGATIONS are due and payable on the date on which the ARTHULARY OBLIGATION accrues. HOLDERS owing amounts due for 30 days or flow may pay the amounts due in full without interest or penalty.

(b) l'allure to pay amounts due within 30 days of the date due is a breach of this

(ii) If payment is not credited within 30 days after the date due:

 AUTHORITY shall assess and the GOVERNMENT shall collect a penalty of five percent.

(ii) The OOVERNMENT may collect the payment, plus any penalties, plus any interest assessed under subparagraph (c)(iii), through the Performance Bond required under Section B3.15. Such collection does not cure the breach or waive AUTHORITY's right to seek remedies based on the breach. However, it does stop account of further interest.

(iii) On amounts part due more than 60 days, AUTHORITY shall assess and the (K)VIRNMENT shall collect interest at the standard interest rate published by the Central Dank, compounded monthly, on all amounts and penalties past due, with the interest on both the amounts and the penalties accruing from the dates the original amounts were due.

(iv) To facilitate collection of debt, AUTHORITY may waive penalties under this faction if HOLDER in acrears pays all amounts due, with interest, within 1 year of the amounts coming due.

(v) Subparagraph (c)(iv) shall not apply if anyone has filed a lawsuit to collect the

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(d) The remedies for HOLDER's failure to make payment when due shall be stayed for so long as:

(i) A bona fide dispute exists as to HOLDER's obligation to make such payment;

(ii) HOLDER files and prosecutes a timely CLAIM.

#### B7.35 - Prohibitions

(a) If HOLDER owes amounts past due for log stumpage fees, HOLDER shall not fell trees, or process, trade, or export FOREST PRODUCTS until HOLDER has paid all past due amounts, penalties, and interest due.

(b) If HOLDER owes amounts past due for forest product fees, HOLDER shall not trade or export FOREST PRODUCTS until HOLDER has paid all amounts, penalties,

and interest due.

(c) If FOREST PRODUCTS harvested are exported without paying the requiredstumpage fees or forest products fees, AUTHORITY mey terminate the Contract or suspend the Contract until the amounts are paid.

# BS.0 - PERFORMANCE AND SETTLEMENT

#### B8.1 - Non-Waiver

The failure of either party, at any time, to require performance by the other party of any provision shall in no way affect the party's rights to enforce that provision or any of the other provisions of the Contract; nor shall the waiver by either party of the breach provisions be taken or held to be a waiver of any subsequent breach of a provision or as a waiver of the provision.

# B8.2 - Approval and Consent

Any approvals and consents required under the terms and conditions of this Contract shall not be unreasonably withheld or delayed, nor granted subject to conditions that are unduly onerous or discriminatory against HOLDER.

# B8.3 - Disputes and Claims

(a) Failure by HOLDER to submit a CLAIM for resolution within 60 days of the disputed action by AUTHORITY shall relinquish AUTHORITY from any and all

obligations whatsoever related to the dispute.

(b) Any CLAIM arising under this Contract shall be decided by CONTRACTING OFFICER. CONTRACTING OFFICER shall have 60 days after receipt of the CLAIM, or such longer time as the parties may agree upon, to consider HOLDER's CLAIM and such evidence as HOLDER may present.

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DO CONTRACTING OFFICE It's decision shall be consistent with law and shall be topical on arrive interpretation of Contract requirements and the established facts Described the CLAIM

60 CONTRACTING OFFICER shall prepare a written decision and furnish a copy in 1101 Dan. The decision of CONTRACTING OFFICER shall be final and conclusive, if within 41 days from receipt, HOLDER fails to appeal the decision to an appropriate distant andt

# 88 11 - Contract Documents

The parties intend all Contract documents to be consistent with each other. In case of discoverancy, the full owing is the order of precedence:

- (a) Specific Previsions (Part A)
- (b) (beneral Provintage (Part II)
- (ii) Adates and bounds descriptions
- (d) CYMTEACT ARRA maps
- (a) Plane, made as sension control and fire precautions and control
- (f) Agranguants between HOLDER and AUTHORITY, as authorized under this f umttemat
- (a) Degleogram plans
  - (1) Figured dimensions over scaled dimensions
  - (ii) Large scale plans over small scale plans
  - (iii) I dots mul/or tables in plans over any conflicting notations on plans
- (Iv) Mings drawlesse
- (h) Bississed appolitions
- (/) All other referenced or appended documents.

# 100.4 - Title and Liability

# 168,41 - Title Passage

(M)VIIRNMINT retains all right, title, and interest in and to any standing trees or HMHHH until the standing trees or TIMBER have been cut and scaled, and all MODIFICARY OBLIGATIONS owed to the GOVERNMENT paid, at which time title total in HOLDER. After this Contract terminates, title to any TIMBER that HOLDER has not removed from the CONTRACT AREA vests in GOVERNMENT.

# 114,41 - Liability for Loss

If standing trees or TIMBER are destroyed or damaged by an unexpected event that significantly changes its nature, such as fire, wind, flood, insects, disease, or similar the party holding title shall bear the value loss resulting from such destruction or damage This Section shall not be construed to relieve either party of liability for registrania.



# B3.5 - Force Majeure

(a) The term force majeure, as used in this Contract, means any cause beyond the reasonable control of the parties and which the parties could not foresee and/or reasonably provide against and that prevents the parties from wholly or partially performing any respective duties under this Contract for 15 consecutive days or more (except as noted). Force majeure includes the following:

(i) Acts of God, accidents, fires, explosions, earthquake, flood, violent storm,

hurricane, lightning, or other natural disasters;

(ii) War (whether declared or not), revolution, insurrection, invasions, acts of

public enemies, or hostilities;

(iii) Riot, civil commotion, sabotage, strikes and similar labor related disputes (if continuing for a period of 60 days or more), or civil uprising (not resulting from a negligent act of the employer);

(iv) Epidemic;

(v) Expropriation of facilities or goods;

(vi) Unforeseen restrictions on trade, embargoes, blockades, or other activities

imposed by any sovereign; or

(vii) AUTHORITY demands by written order that operations be delayed or interrupted for reasons other than suspension for breach of the Contract.

(b) The rainy season is foreseeable and, therefore, does not qualify for force

majeure.

(c) Failure on the part of HOLDER or of the GOVERNMENT to fulfill any of the terms and conditions of this Contract, other than HOLDER's obligations to make payments of money that accrued before the commencement of the force majeure, shall not be deemed to be a breach of the Contract by either perty, insofar as such failure arose by force majeure.

(d) If through force majeure, the fulfillment by HOLDER of the terms and conditions of this Contract is delayed, the period of such delay shall be added to the

periods fixed by this Contract.

(e) The party failing to fulfill the terms and conditions of this Contract because of force majeure shall give written notice to the other party of the obligations affected and the reasons for failure within 30 days after the occurrence.

(f) Any party who fails because of force majeure to perform its obligations shall, upon the cessation of the force majeure, take all reasonable steps within its power to make good and resume, with the least possible delay, compliance with those obligations.

# B8.6 - Contract Interruption

(a) CONTRACTING OFFICER may, by written order, delay or interrupt authorized operations under this Contract or modia, this Contract, in whole or in

(i) To prevent environmental degradation or resource damage, including, but not

limited to, harm to habitat, plants, animals, or cultural resources;

(ii) To ensure consistency with the Environmental Impact Assessment and related documents;

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(iii) To assiduct additional environmental analysis; or

(iv) To comply with a court order.

(b) HOLDER's recourse for delay or interruption, if any, is limited to invoking force majoure under Section B8.5.

#### na 7 Breach

in event HOLDER breaches any of the material provisions of this Contract, AUTHORITY shall give HOLDER notice of such breach and of AUTHORITY's election to suspend all or any part of HOLDER's operations. Such notice of breach and motion to suspend HOLDER's operations shall be written, except oral notices of emperation may be given if such breach constitutes an immediate threat to human life or a threat of invessellate and irreparable damage to FOREST RESOURCES. Such oral suspension notice may be given to HOLDER's WORK supervisor or, in WORK enquervisor's absence, to those performing the operation. An oral suspension notice shall has promptly followed by telephone notice and a written explanation from CONTRACTING OFFICER to HOLDER.

Immunitately upon oral or written suspension, FDA Representative shall notify CONTRACTING OFFICER of the suspension and related circumstances. CONTRACTING OFFICER shall promptly review the suspension to determine if the suspension should be continued or lifted. Such suspension shall be lifted as early as enmisteren generent.

tipus resulpt of oral or written notice of such breach, HOLDER shall remedy the breach within 10 slays, savens under emergency conditions when action should not be delayed to present major damage.

# 100,71 - Vallure to Execute Contract

this Constraint is upon for signing for only 90 days after the AWARD NOTICE DATE, serious CONTRACTING OFFICER gives a written extension of time. CONTRACTING (if FIC Hit shall terminate this Contract in its entirety in the event that HOLDER finits to endends an initial Performance Bond in a timely fashion as required under Section B3.15 of this Contract If the HOLDER fails to execute the Contract or post the initial Furthermore Bond in a timely fashion, liquidated damages shall be equivalent to the Historia Brund arrichest.

#### 100.71 Termination for Breach

CONTRACTING OFFICER, with concurrence from BOARD OF DIRECTORS, shall terminate this Contract in its ontirety in the event that HOLDER commits any of the fully using becaution of the Contract and is unable to or fails to satisfactorily remedy them: (a) 11(1) DER fella trees prior to the FELLING EFFECTIVE DATE;

the HOLDER fells trees not covered by a valid ANNUAL HARVESTING BRIDER ATE.

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(iv) Final, tax evasion, or violation of AUTHORITY Regulation 104-07, on I make. Award, and Administration of Forest Management Contracts, Timber Sale Loutenests, and Major Forest Use Permits;

(+) Human rights violations or crimes against the defense and stability of Liberia;

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(vi) Threatening resisting, intimidating, or interfering with AUTHORITY officers engaged in, or on account of, the performance of their official duties involving the protection, improvement, or administration of forest lands.

# 118 /1 Termination for Breach Procedure

(a) CONTRACTING OFFICER shall give HOLDER notice, in writing, that all operations are suspended and specifying the particular breach and requiring HOLDER, within (b) days or such extended time that CONTRACTING OFFICER allows, to remedy breach, if pressible, and pay any compensation due to the GOVERNMENT.

(b) If HOLDER fails to suspend operations, CONTRACTING OFFICER shall obtain a court order to require suspension of operations and immediately terminate this

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(a) If HOLDER suspends operations, but fails to remedy the breach within 90 days as such assessed time as is allowed, CONTRACTING-OFFICER shall proceed to territoration of this Contract.

(d) CONTRACTING OFFICER shall not terminate this Contract if:

(i) If INOLDIER disputes whether there has been a breach of the Contract, and

(ii) If HOLDER has, within 90 days or such extended time as is allowed, referred the dispute to CONTRACTING OFFICER for decision and has thereafter diligently prospected its CLAIM.

(a) Upon termination by CONTRACTING OFFICER, every right of HOLDER about repose and HOLDER shall be liable for damages or any other obligations to the

FIFT HENMINT under this Contract.

(f) he soldifies to any outstanding damages and contract obligations, AUTHORITY shall though HOLDER liquidated damages due to termination equivalent to total Land named that Poss for I year, which is the estimated time necessary to re-offer and sell the furnity Management Contract.

### IM # Pertudic and Other Reviews

then there are subject, under Section B5.3 of this Contract, to regular and tention mentioning undertaken by AUTHORITY staff and accredited third-party techniques to according organizations. AUTHORITY may also conduct or allow other partners to according to the according to according to the acco

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(a) AUTHORITY shall convene an ad hoc Contract Audit Committee to promptly complete an annual contract audit including each specific and general provisions and written report in the first quarter of each fiscal year. After consultation with the appropriate agencies, AUTHORITY shall name up to five individuals to the Contract Audit Committee, including at least one representative from each of the following four organizations: AUTHORITY, the Ministry of Finance, the Ministry of Justice, and a civil society group not affiliated with or controlled by the HOLDER.

(b) HOLDER shall appear before the Contract Audit Committee at the Committee's request. HOLDER shall demonstrate that HOLDER is in full compliance with this

Contract. Specifically, HOLDER shall attend the session and present:

 (i) A certificate issued by the CHAIN OF CUSTODY SYSTEM Manager showing all forest taxation and related forest charges have been paid during the preceding fiscal year;

 (ii) A certificate issued by AUTHORITY on the status of breaches of contract provisions and violations of forest laws and regulations for the preceding fiscal

year;

(iii) A certificate issued by the Ministry of Finance showing that all income and corporate tax obligations have been discharged for the preceding fiscal year;

(iv) A business certificate for the current fiscal year;

(v) A copy of HOLDER's sudited accounts for the preceding fiscal year, and

(vi) A copy of HOLDER's forest certification, if applicable.

# B8.82 - Five-Year Forest Management Review

- (a) Within 11 months from the start of harvesting operations AUTHORITY shall give notice to HOLDER that a forest management review of the Forest Management Contract will be conducted within 30 working days to provide baseline information. Within 6 months prior to the end of each 5-year operational period this procedure shall be repeated.
- (b) AUTHORITY shall engage an independent auditing body to perform the review. HOLDER shall cooperate with the review and shall be responsible for the reasonable costs charged by the independent auditing body.

(c) AUTHORITY shall require the independent auditing body to conduct

administrative and field checks to assess the following aspects:

- Compliance with contract, General Management and ANNUAL OPERATIONAL PLANS, and other documents that affect HOLDER's activities;
- (ii) Adequate written procedures to assure compliance with requirements of the Contract;
- (iii) Adequate knowledge of the essential requirements of the procedures by each PERSON in HOLDER's organization whose functions are affected by them;
- (iv) Adequate operational supervision and CONTROL by HOLDER to assure compliance with the procedures;

and

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(v) Availability and acconsibility of records that demonstrate HOLDER's compliance with the procedures and that appropriate corrective actions were taken where procedures were not followed; and

(vi) Compliance with regard to payment of FEES and regulatory violations.

# 118.8.1 Five Year Social Responsibility Review

ATTITUTETY shall convene an ad hoc Social Responsibility Review Committee at intervals of not less than five years to review and prepare a written report on the trial lattice with local communities and compliance with social agreements.

#### son na - Additional Audita

(a) The OOVERNMENT reserves the right to allow unscheduled third party and civil and sty monitoring of HOLDER's contract operations. Monitoring organizations shall have messas to all financial records, management plans, and ANNUAL OFFIRATIONAL PLANS to facilitate monitoring activities. The GOVERNMENT shall not actual access to any civil society monitoring organization until the monitoring organization until the monitoring organization until the monitoring organization until the monitoring organization agrees, in writing, to not publish any confidential business information protected trades feasible 18 15 of the National Forestry Reform Law of 2006 without publish assessed from 1804.DER.

(%) If INM DRIM fails to demonstrate compliance with the Contract or operational regulations at any point in time during the Contract life, then HOLDER shall be liable to Allithmany the cost of conducting additional field audits to measure compliance.

# 108 9 | Nottlement and Contract Closure

#### ton vi - Hottlomeent

Attitional pagasines of HOLDER have not been fully discharged by termination date, Attitionally may use the Performance Bond or retain any money advanced or dequation becomes and apply such funds toward unfulfilled obligations of HOLDER attitues pagasine to any other rights or remedies of AUTHORITY.

#### 118. VI Contract Closure

CONTRACTING OFFICER shall give written notice to HOLDER when HOLDER has

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# HOUSE'S ENGROSSED BILL NAG ENTITLES

"AN ACT TO RATIFYING THE FOREST MANAGEMENT CONTRACT AREA "A" IN LOFA AND GRARPOLL COUNTIES BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTY DEVELOPMENT AUTHORITY AND ALPHA LOGGING & WOOD PROCESSING INCORPORATED"

On motion, Bill read. On motion, the Bill was adopted on its first reading and sent to Committee Room on Tuesday, March 3, 2009 @ 12:05 GMT.

On motion, Bill taken from the Committee Room for its second reading. On motion, under the suspension of the rule, the second reading of the Bill constituted the third reading and the Bill was adopted, ordered engrossed and passed into the full force of the law today, Thursday, March, 19, 2009 @ 14:08 GMT.

THE HOUSE OF REPRESENTATIVES

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 On motion, Bill read. On motion, the Bill was adopted on its first reading and sent to Committee Room on Tuesday, March 24, 2009 @ 12:48 GMT. On motion, Bill taken from the Committee Room for its second reading. On motion, under the suspension of the rule, the second reading of the Bill constituted the third reading and the Bill was adopted, ordered engrossed and passed into the full force of the law today, Tuesday, May 19, 2009 @ 13:40 GMT.

SECRETARY, LIBERIAN SENATE, R.L.

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# SIGNATURE PAGE

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In witness of their agreement, AUTHORITY and	HOLDER now execute this Contract,
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In witness of their agreement, AUTHORITY and which shall be effective upon signature by the Proratification by the Legislature of the Republic of	I ibaria:
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# ATTESTATION TO:

"AN ACT RATIFYING THE FOREST MANAGEMENT CONTRACT AREA "A" IN LOFA AND GBARPOLU COUNTIES BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND ALPHA LOGGING & WOOD PROCESSING INCORPORATED"

VICE PRESIDENT OF THE REPUBLIC OF LIBERIA/PESIDENT OF THE SENATE

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SECRETARY, MINERIAN SENATE, R.L.

SPEAKER, HOUSE OF REPRESENTATIVES, R.L.

CHIEF CLERK HOUSE OF REPRESENTATIVES, R.L.

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# THE HONORABLE HOUSE OF REPRESENTATIVES

Capitol Building P.O. Box 9005 Monrovia, Liberia



2009

FIRST HERMION OF THE FIFTY-SECOND LEGISLATURE OF

IN THE HOLL I OF THE HOUNE'S ENROLLED BILL NO. 5 ENTILED:

AHEA "A" IN LOPA AND CHARPOLU COUNTIES BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY HIVELOPMENT AUTHORITY AND ALPHA LOGGING & WOOD FILE FABRIC INCORPORATED"

THE EXECUTIVE APPROVAL.

DAY OF May A.D. 2009

THE HOUR OF H: HO 1.00.

LUI PRESIDENT OF THE REPUBLIC OF LIBERIA

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