

SOCIAL AGREEMENT  
FOR COMMUNITIES AFFECTED BY  
LOGGING CONCESSION  
FOREST MANAGEMENT CONTRACT (FMC) AREA "A",  
BOKOMU AND GOU-NWOLAILA DISTRICTS



Negotiated by:

ALPHA LOGGING & WOOD PROCESSING, INC.  
and  
THE COMMUNITY FORESTRY DEVELOPMENT COMMITTEE  
FOR FOREST MANAGEMENT CONTRACT (FMC) AREA "A",  
BOKOMU AND GOU-NWOLAILA DISTRICTS  
GBARPOLU COUNTY  
REPUBLIC OF LIBERIA

SOCIAL AGREEMENT  
Between the  
ALPHA LOGGING & WOOD PROCESSING, INC.  
And the  
COMMUNITY FORESTRY DEVELOPMENT COMMITTEES(CFDCs)  
OF  
FOREST MANAGEMENT CONTRACT (FMC) AREA – A  
BOKOMU AND GOU-NWOLAILA DISTRICTS  
GBARPOLU COUNTY  
As Attested to by the  
FORESTRY DEVELOPMENT AUTHORITY

**LEGAL REQUIREMENT FOR THE FORMATION OF CFDC**

This Social Agreement is hereby made and entered into by and between the Alpha logging & Wood Processing, INC., hereinafter referred to as **Alpha Logging** or **ALWPI**, the communities of Bokomo and Gou-Nwolaila, hereinafter referred to as the **Affected Communities**, for Forest Management Contract (FMC) Area - A, and attested to as to its completeness by the Forestry Development Authority, Monrovia, Liberia, hereinafter referred to as the **FDA**, under the provisions of the 2006 National Forestry Reform Law, and FDA Regulation No. 105-07 Regulation on Major Pre-felling Operations under Forest Resource Licenses.

This agreement is enforceable, if, in accordance with the FDA Regulation 105-07, the following criteria are fulfilled:

- a) It is signed by a CFDC legitimately elected by all the communities in Bokomu and Gou-Nwolaila Districts affected by the logging concession;
- b) It is signed by the CFDC voluntarily;
- c) It is signed by the CFDC with the CFDC having full knowledge of its terms and their implication; and
- d) It is attested to by Forestry Development Authority, hereinafter referred to as FDA.

**TECHNICAL DESCRIPTION OF THE CONTRACT AREA**

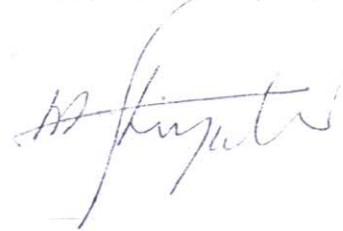
Technical Geographic Description of the Contract Area

The Forest Management Contract(FMC) Area - A is within Latitudes 7°12'0" -7°36'0" north of the equator and Longitude 9°36'0" - 10°0'0" west of the Greenwich meridian and it is located in Gbarpolu and Lofa counties-Liberia.

Forest management contract area "A" is 167 miles accessible by road to the port of Monrovia.

## Metes and Bounds with the Area Map

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 (9°31'08.49"W-7°22'29.11"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 point crossing the Tuma Creek (10°01'05.44"W-7°20'51.24"N); thence a line runs S 37° W for 5,010 meters to a point passing through Saiyama Town (10°02'42.37"W-7°18'40.16"N); thence a line runs Due South for 986 meters to a point

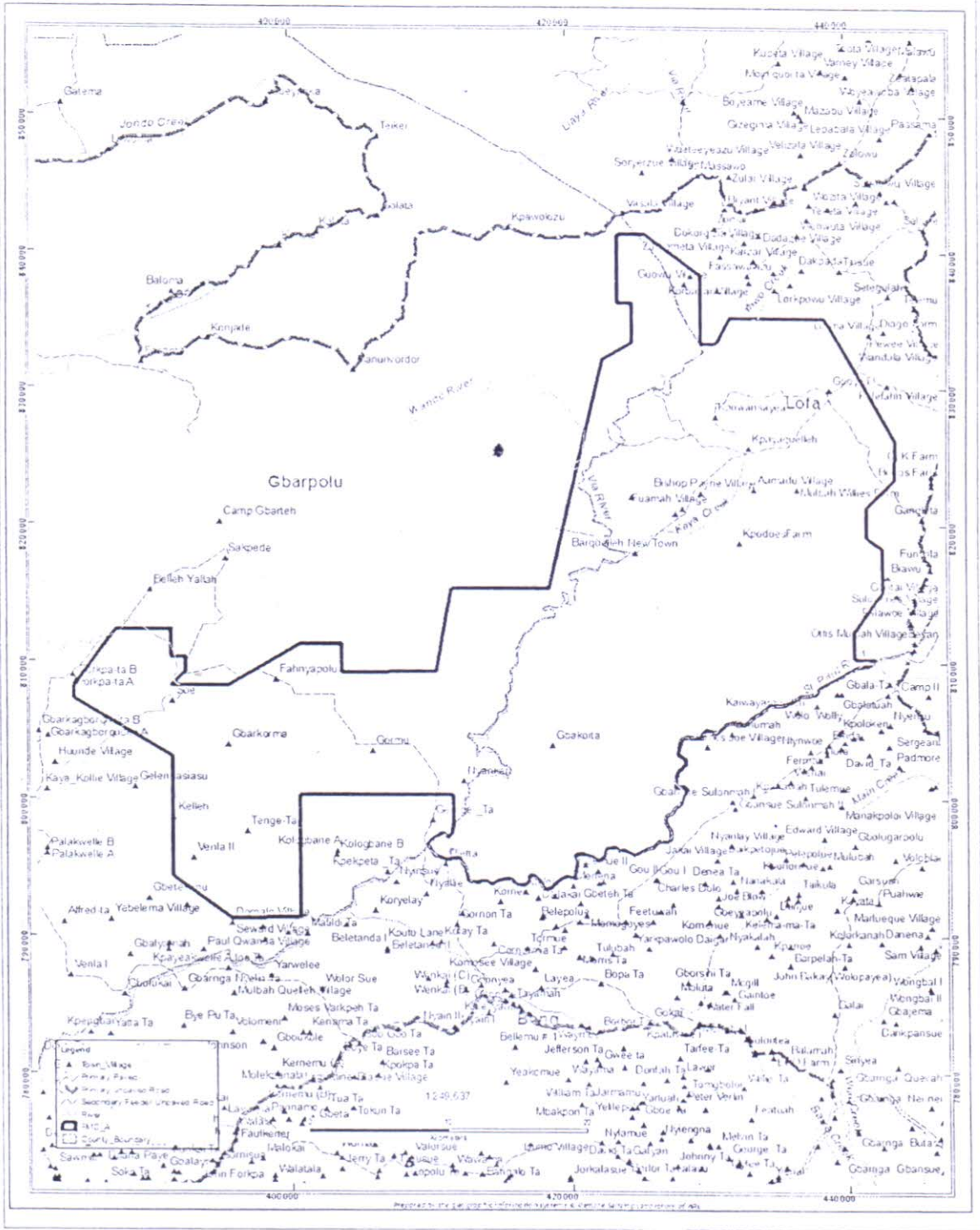


(10°02'42.72"W-7°18'08.25"N); thence a line runs S 59° E for 8,150 meters to a point crossing the Tuma Creek (9°58'54.79"W-7°15'52.78"N); thence a line runs Due South for 8,814 meters to a point (9°58'52.52"W-7°11'07.07"N); thence a line runs S 54° E for 5,147 meters to a point (9°56'38.06"W-7°09'26.92"N); 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 8,919 meters to a point (9°53'58.17"W-7°14'21.25"N); thence a line runs Due East for 10,891 meters to a point (9°48'02.43"W-7°14'22.25"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.

*[Handwritten mark]*

*[Handwritten signature]*

Aerial Map of Forest Management Contract Area "A" (119,240 Hectares) located in Iofa and gbarpolu counties-iberia



*Handwritten signature/initials.*

*Handwritten signature: M. Bryant*

The Forest Management contract (FMC) Area – "A" was awarded to Alpha Logging & Wood Processing, INC. In the preparation of the Forest Management Contract (FMC) Area – "A", notice was given and surveys conducted in a portion of the affected communities. The purpose of these surveys was to validate whether the area was suitable for commercial forest practices based upon ecological, economic and social considerations. As part of this survey, the affected communities were informed of the potential FMC in the vicinity and the requirements for a social agreement. As a result of this, the FDA secured a statement, using FPIC/RBA, (Reg. 104 section 22 J) on behalf of affected communities around the Forest Management Contract (FMC) Area – "A" that they intend to negotiate a social agreement in good faith with the winner of the competitive bid.

#### I. PURPOSE:

This Social Agreement is a Forest Management Contract (FMC) between Alpha Logging & Wood Processing, INC. and the affected communities of Bokomo and Gou-Nwolaila Districts around a given logging contract area which establishes the relationship between the Affected Communities and Alpha Logging.

The Social Agreement is a requirement by FDA Regulation No. 105-07 between any company that plans to harvest timber and the affected communities that could be affected by that commercial activity.

Social Agreements shall:

- a) Only be established between companies that have been authorized by the FDA through the competitive bidding/Sole Source<sup>1</sup> process and affected communities<sup>2</sup>;
- b) To establish a code of conduct regarding rights and responsibilities of the company and affected communities.
- c) Establish the financial benefits for all affected communities with respect to section 34 of FDA Regulation No. 105-07 Regulation on Major Pre-felling Operations under Forest Resource Licenses.
- d) establish Non-financial benefits (Employment and Benefits in Kind)
- e) Establish Processes to Agree Social Agreement;
- f) Negotiate directly between companies and local communities;

<sup>1</sup> Sole Source is defined in PPCA as When only one supplier has the exclusive right to manufacture the goods, carry out the works, or perform the services to be procured and no suitable alternative is available;

<sup>2</sup> Affected Communities as defined in the regulation is as follows: a community comprising less than a statutory district (including chiefdoms, clans, townships, towns, villages, and all human settlements) whose interests are likely to be affected by Operations carried out under a Forest Resource License. "Interests" for purposes of this definition may be an economic, environmental, health, livelihood, aesthetic, cultural, spiritual, or religious nature.

- g) Develop monitoring and evaluation of the implementation of the Social Agreement (Annexes 3a&b)
- h) Reference the role of FDA as in Annex 1a of the SA.

## II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The Alpha Logging & Wood Processing, INC. and Affected communities represented by the Community Forestry Development Committee (CFDC) strive to engage in a mutually beneficial relationship by agreeing to the terms of this Contract. Working cooperatively in the on-going implementation of the FMC will allow the affected communities and the Alpha Logging & Wood Processing to achieve their respective goals.

In consideration of the above premises, the parties hereto agree as follows:

## III. THE ALPHA LOGGING & WOOD PROCESSING, INC. (HOLDER) SHALL:

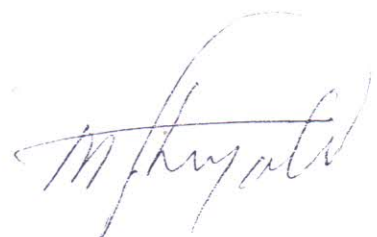
Alpha Logging shall identify the representative of the Company designated by the company to represent it in negotiating the terms of this social agreement. The company representatives must include:

- (1) Persons whose names are maintained on the list of names identified in the company's pre-qualification documents or has such documentation to verify his employment with the company and has the power to negotiate on the company's behalf; and
  - (2) In the event that this person is unable to negotiate with the Affected Community, any other person that the Company may designate, subject to the requirements of this Paragraph.
- The Alpha Logging shall maintain a list of community representatives (CFDC) for its FMC.
  - The Alpha Logging shall address the following issues, rights and responsibilities under the negotiated contract.
  - Alpha Logging and its operations will not cause any physical damage to, trespass upon, or otherwise interfere with, the Communities traditional society bush, traditional society practices, or traditional matters. Alpha Logging and its operations will not limit Affected Communities' choices of traditional sites if the Communities decide they need to relocate their traditional sites.
  - Alpha Logging and its operations will not cause damage to and will protect the sources of the Communities water and the Communities water collection points. Alpha Logging will not harvest any timber at water sources, will not spoil the Affected Communities' drinking water, and will not dump either chemicals or other logging products in rivers or any body of water.

- Alpha Logging and its operations will not cause any physical damage to, or otherwise interfere with, any existing farm or crops, including infringing upon farm land, binding access to or from the farm, or making harvesting more difficult in any way.

If Alpha Logging considers it necessary while undertaking projects in the Affected Communities' interest it may cause physical damage to existing farm or crops. It is the Affected Community and not Alpha Logging that can determine what projects are in the Communities' interest.

- If Alpha Logging considers it necessary for its operations to cause any physical damage to, or otherwise interfere with, any existing farm or crops it must request permission from the owner of the farm or crops. If Alpha Logging does not receive permission from the owner of the farm or crops then it cannot cause such damage. If the owner of the farm or crops give Alpha Logging permission Alpha Logging must negotiate with and compensate the owner of the farm or crops.
- Alpha Logging will participate fully in any major Community development programs.
- Alpha Logging agrees to build camps where employees and their families are housed near existing affected towns. Alpha Logging agrees to construct at least three (3) four compartment modern latrine in each town within the concession areas. Alpha Logging agrees to construct at least three (3) hand pumps in each major town and two (2) hand pump in each small town within the concession areas.
- Alpha Logging will provide transportation during emergency situations and major development activities.
- Alpha Logging agrees to provide first preference for employment for skilled and unskilled citizens of the affected communities in Gou-Nwolaila and Bokomu Districts. Alpha Logging agrees to provide on the job training for local employees.





- Alpha Logging will provide in-kind benefits, such as Jobs, buildings, roads, etc., for the Affected Communities of Bokomo and Gou-Nwolaila.
- Alpha Logging agrees to establish a local scholarship program for students from the affected community so that local students may attend universities of technical programs starting from their first year of operation to the end of their operation. Details of such scholarship program shall be discussed by the CFDC and Alpha logging.
- Alpha Logging will maintain all major roads within their concession areas. Alpha Logging shall not levy any form of charge to members of Affected Communities for the use of any roads constructed and/or maintain by Alpha Logging.
- Alpha Logging agrees to provide the following infrastructure projects:
  - (a) The affected communities have resolved to change their demand for Alpha Logging to construct bridge over the St. Paul River to enter the concession area. The affected Communities have agreed that Alpha Logging should enter the concession area through Lofa County by way of the Via River and build the road through the concession area and connect the district Headquarters (Palakwelleh) to Dorkorta and build bridge over Tuma creek between Dorkorta and Monlakwelleh to connect the Bopolu-Belle Yallah Highway, the highway that will connect the district to the county seat; Bopolu City. The construction of this road and bridge will begin simultaneously during Alpha's first year of operation in Gbarpolu County, and should be built according to the Ministry of Public Works standard.
  - (b) Additional bridges: Alpha Logging will construct all other bridges across major creeks and streams out of steel and concrete. The bridges will not be built out of logs.
  - (c) Health Clinics: Alpha Logging will build new or modernize existing health clinics in the concession area. These clinics will have modernized maternity health facilities. Alpha Logging will build one (1) modern clinic in Gou-Nwolaila District, population centers will be prioritized, and one (1) modern clinic in Bokomu District to be specific in Forkpata. These clinics will be built according to the Ministry of Health standard. The construction of these clinics will commence in the second year of operation and end in the third year of operation.

- (d) Junior High school: Alpha Logging will build and modernize junior high school. Alpha Logging will build at least one (1) junior high school in Nwoliala Chiefdom. This school will be built according to the Ministry of Education standard. The construction of the school will commence during the third year of operation.
- (e) Roads: Alpha Logging will build roads to link all the major towns and major crossing points..
- (f) . in the affected communities in line with the County Development Agenda. These roads will be built according to the Ministry of Public Works standard.
- (g) Specifics that are related to these infrastructure projects that are not listed here, such as specific locations, shall be communicated to Alpha Logging by the CFDC.
- This Social Agreement shall serve as a binding contract between Alpha Logging and the Bokomo and Gou-Nwolaila Districts Communities affected by the logging concession FMC – A. This Social Agreement shall strive to create understanding and a basis for cooperation between Alpha Logging and Affected Communities upon whose land the company is logging. It shall establish the benefits and protect the Communities Affected FMC – A. These benefits shall include:
    - (a) . The cubic meter financial benefits the Affected Communities are due under FDA regulation 105-07 section 34;
    - (b) In kind benefits, such as Jobs, buildings, roads, etc, upon which the Affected Communities, and Alpha Logging agree during the negotiation of this Social Agreement
    - (c) Protections, such as environment or livelihood protections for the Affected Communities, upon which the Communities and Alpha Logging agree during the negotiation of this Social Agreement.
  - Benefits not included in this Social Agreement but owed to the Affected Communities under the laws, such as land rental payments or environmental protected etc, shall continue to be the rights of the Affected Communities.
  - The Social Agreement shall establish a code of conduct that lists additional responsibilities of both Alpha Logging and the Affected Communities.

- The Social Agreement Shall establish obligations the FDA holds to both Alpha Logging and the Affected Communities.
- Upon request by the Community, at reasonable intervals, and in reasonable quantities, Alpha Logging agrees to provide logs and timber products, including sawn wood, to the Affected Communities for community projects only.
- Alpha Logging and the CFDC will maintain lines of communication regarding operations. Alpha Logging will provide periodic updates to the CFDC regarding any issues in implementing the Social Agreement. These updates must meet or exceed Alpha Logging's reporting requirements under Community Benefits. Representatives of Alpha Logging with speaking and decision-making powers must meet with the CFDC and if the Community so chooses, additional members of the Affected Community on an ad-hoc basis as issues important to the affected community arise.
- Alpha Logging agrees to provide a financial benefit to the affected communities for each cubic meter of timber cut by Alpha Logging. These benefits will be as follows:
  - (a) Class "A" species: 1.50USD/m<sup>3</sup>
  - (b) Class "B" species: 1.50USD m<sup>3</sup>
  - (c) Class "C" species: 1.50USD m<sup>3</sup>

Alpha Logging will deposit the funds due to the Affected Communities under this section no less frequently than once every three (3) months into an account established by the CFDC. Alpha Logging will provide to the CFDC payment receipt detailing the status of this account, including deposits, no less frequently than once every three (3) months.

- Alpha Logging will provide adequate accommodations, healthcare deliveries and safe drinking water for workers and their families.

#### IV. THE AFFECTED COMMUNITIES SHALL:

Identify their representatives through the election of their members to a Community Forest Development Committee (CFDC). The CFDC is responsible for representing the affected communities in negotiating the terms of a social agreement.

Community Forest Development Committees must abide by the following conditions —

- (a) A Community Forestry Development Committee members should:
  - Consist of at least five members and not more than ten members ;
  - They must be permanent residents of the community or communities that the Committee represents;
  - Be a representative of clusters within the community
  - Not be a GOL CSO/NGO Company employee;

*[Handwritten initials]*

*[Handwritten signature]*

- Be removed by community members that elected you for inefficiency, ineffectiveness and misconduct. Refer to CFDC guidelines/rules (Reg 105 Part XI section 62)

(b) All members of a Community Forestry Development Committee must be freely and fairly elected by residents of the community cluster<sup>3</sup> of the affected community; and should reflect gender balance;

(c) A Community Forestry Development Committee must provide a means for all residents that it represents, including women and youths and elders, to have their views heard and considered;

(d) Prior to the disbursement of funds, a Community Forestry Development Committee must be incorporated under the laws of the Republic and should have a bank account at a recognized bank in Liberia.

(e) A Community Forestry Development Committee shall receive 10% of the annual revenue to the communities (area and the production base-fees) as compensation and shall be distributed based on position according to Annex 4 of the Social Agreement Guide.

(f) The 10% of the area-base fee benefit will be paid directly by the National Benefit Sharing Trust Board every month but the 10% of the production-base fee compensation shall be received at the end of the year.

(g) Community Forest Development Committee and local Authorities shall ensure that no Chain sawing and farming are allowed in contract areas

(h) CFDC must hold a monthly meeting with the community members for briefing, update and grievances, if any.

(i) CFDC should be respected and if any change in its leadership structure, FDA, Community and other stakeholders must be immediately informed.

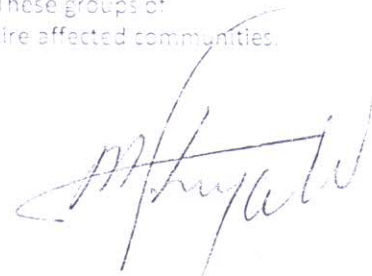
(j) CFDC shall maintain a list of contract holders' representatives for its FMC.

### Code of Conduct

Section 33 of Regulation No.105-07 stipulates that a Social Agreement should contain a code of contract defining the rights and responsibilities of Affected Communities and the Alpha Logging & Wood Processing, INC.

---

<sup>3</sup> Community Cluster is defined as communities/villages that are close to one another. These groups of communities /villages are to elect one person to represent them in the CFDC of the entire affected communities.



- The Social Agreement for Forest Management Contract (FMC) is legitimate for 25 years, which is renegotiable after every 5 years. At the end of the first year of the signing of the Social Agreement there should be a need to check on the Alpha Logging to find out whether they are abiding by their portion of the Social Agreement.
- The Forest Management Contract Area –"A" covered Bokomo and Gou-Nwolaila Districts.
  - (h) The Affected Communities will encourage low land agriculture development to avoid the expansion of subsistent agriculture activities within Alpha Logging Contract Area.
  - (i) The Affected Communities agree to respect the forest contained within FMC "A" by avoiding the establishment of new farms within the high forest or causing fires in the high forest.
  - (j) Alpha Logging and its operations will not cause any physical damage to, or otherwise interfere with, any existing farm or crops, including infringing upon farm land, binding access to or from the farm, or making harvesting more difficult in any way.
  - (k) The financial benefits included in the Social Agreement are: Land Rental Fees and Cubic Meter Fees.
- Alpha Logging will deposit the funds due to the Affected Communities under this section no less frequently than once every three (3) months into an account established by the CFDC. Alpha Logging will provide to the CFDC payment receipt detailing the status of this account, including deposits, no less frequently than once every three (3) months.
- Non-financial benefits will be managed by Alpha Logging and the Affected Communities.
- This Social Agreement is executed as of the date of the last signature. This CFDC will terminate on the date (5) years following the execution of this Agreement. If logging operation continues beyond the date five (5) years following the execution of this Social Agreement, the Affected Communities will elect new CFDC to negotiate new Social Agreement with Alpha Logging. This agreement shall be binding on the parties, their heirs, administrators, assigns, and successors-in-office as though they were physically present when this agreement was signed.

*Handwritten initials*

*Handwritten signature*

- Alpha Logging will provide in-kind benefits, such as Jobs, buildings, roads, etc., for the Affected Communities of Bokomo and Gou-Nwolaila.
- The Affected Communities represented by the CFDC, Alpha Logging & Wood Processing, INC. and the Forestry Development Authority (FDA) will be involved in agreeing a Social Agreement. Describe who will be involved in agreeing SAs and what are their responsibilities;
- The Social Agreement is valid for five (5) years.
- The communities represented by the CFDC will be supported by the 10% of the annual revenue to monitor the Social Agreement.
- Alpha Logging will provide all necessary information that will be made public to help monitor the Social Agreement.
- Alpha Logging is responsible for ensuring that agreed benefits are provided.
- Alpha Logging will maintain all major roads within their concession areas. Alpha Logging shall not levy any form of charge to members of Affected Communities for the use of any roads constructed and/or maintained by Alpha Logging
- The CFDC has the authority to negotiate this Social Agreement on behalf of the Affected Communities. The Affected Communities agree to prohibit pit sawing for commercial uses, but Affected Communities may cut trees occasionally for Community development purposes around the towns in the affected community in collaboration with Alpha Logging. So long as Alpha Logging complies with the Affected Communities' Customary laws regarding traditional practices described in this Social Agreement, the Affected Community will not interfere with Alpha Logging's activities. The affected communities must inform Alpha Logging in advance about traditional activities that may affect Alpha's Logging operation. The Affected Community agrees not to force anybody to join their traditional society, unless that person violates that society law.

*Joy*

*A. P. P. P.*

- (l) Community members will not be prevented from harvesting all NTFPs from within the contract areas.
- (m) Upon request by a community, at reasonable intervals, and in reasonable quantities, Alpha Logging agrees to provide logs and timber products, including sawn wood, to the affected communities for community projects only.

**V. THE FORESTRY DEVELOPMENT AUTHORITY SHALL:**

- A. Ensure that the FMC is authorized so that all terms and conditions of the License are met.
- B. Ensure that the Operations of the Alpha Logging & Wood Processing, INC. are in compliance with the FMC.
- C. Ensure drafting of CFDC guidelines (election process, by-laws/constitution, etc) and the social agreement guidelines (SA negotiation and observing FPIC)

a. Send an original to:	b. Send a copy to:
<ul style="list-style-type: none"> <li>• Alpha Logging &amp; Wood Processing, INC.</li> </ul>	<ul style="list-style-type: none"> <li>• Community Forest Development Committee</li> <li>• FDA Managing Director</li> </ul>

**VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

A. **PRINCIPAL CONTACTS.** The principal contacts for this agreement are:

**Alpha Logging & Wood Processing, INC.**  
 Clarence Tay  
 Phone: 0777537554  
 FAX:  
 Email:

**Community Forest Development Committee Chairperson**  
 E. Moses Loryah  
 Phone: 0886409392  
 FAX:  
 Email:

**Forest Development Authority Contact**  
 Hon. Harrison S. Karnwea, Sr.  
 Phone: 0880713225  
 Email:

- B. It is the intent of this agreement that the parties may modify this agreement by mutual agreement. The FDA will need to attest to its completeness prior to any modifications going into effect.
- C. The parties will maintain lines of communication regarding operations and specifically provide periodic updates to the chairperson regarding any issues in implementing the social agreement. The update should specifically provide information as to the volume of logs removed to date.
- D. The parties will hold an annual meeting with representatives of the Community Forest Development Committee, FDA and authorized representatives of the Alpha Logging & Wood Processing, INC. to discuss the upcoming annual operating plan as well as attempt to resolve any issues identified from the previous operating season.
- E. The parties may provide support and assistance to each other in seeking grant and alternative funding opportunities via letters of support and work on grant applications.
- F. **REAL PROPERTY IMPROVEMENTS.** Any improvements (facilities, roads, etc.) developed as a result of this agreement and at the direction of either of the parties, shall thereupon become the responsibility of the affected communities, and shall be subject to the same regulations and administration as other similar improvements of a similar nature. No part of this agreement shall entitle Alpha Logging & Wood Processing, INC. to any share or interest in the project other than the right to use and enjoy the same under the existing applicable regulations.

**G. GUARANTEE OF PERFORMANCE**

In the event that Alpha Logging fails to do the below it shall have fail to perform under the Social Agreement:

- a) Alpha logging fails to uphold any of its obligation under this Social Agreement;

Failure by Alpha Logging to perform under this Social Agreement shall result in one (1) if not both of the following actions:

- a) Alpha Logging shall halt all logging activities and shall not restart logging until its obligations under this Social Agreement have been met; and /or
- b) That Affected Communities shall regard failure by Alpha Logging to uphold its obligations under this Agreement as a material breach of this Social Agreement and shall terminate the Social Agreement. Alpha Logging will then be prohibited from conducting logging activities as outlined in FDA Regulation 105-07 sec. 31 (b)(2), which prohibits logging activities without a Social Agreement being in force.

- H. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the Alpha Logging & Wood Processing, INC. or Affected Communities or FDA from participating in similar activities with other public or private agencies, organizations, and individuals.

- I. **DISPUTE RESOLUTION.** In the event of any issue of controversy under this agreement, the parties consisting of two (2) members of the CFDC and two (2) persons from the Alpha Logging and one person that both parties agreed on will



seek to initially resolve their differences with the assistance of those mentioned in Annex 2a. In the event that there are still differences, local government officials (District Commissioner, Paramount Chiefs, Clan Chief, and Town Chief) should be considered as neutral parties in a third-party mediation process, provided their neutrality is so proven in said conflict. If not resolved by the steps above, any controversy or claim arising out of or relating to this agreement shall be exclusively settled by binding arbitration in accordance with the Commercial Arbitration Rules and judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The laws applicable to the dispute, the Social Agreement and the interpretation thereof are the laws of Liberia. The arbitration shall take place at an acceptable location within the towns represented by the CFDC and the arbitral proceedings will be in English with interpreter provided for local languages.

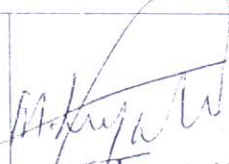
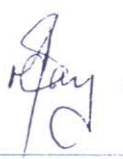

J. **AUTHORIZED REPRESENTATIVES:** By signing below, the Chairperson of the Community Forest Development Committee (CFDC) certifies that the individuals listed in this document are representatives of the Affected Communities and are authorized to act in their respective areas for matters related to this agreement. Also, by signing below, the assigned representative of the Alpha Logging & Wood Processing, INC. certifies that this individual is authorized to act in this capacity for matters related to this agreement.

K. **COMMUNITIES BE SUPPORTED TO MONITOR AND EVALUATE THE SA:**  
Participatory compliance monitoring of community benefit delivery by Alpha Logging and CFDCs; the CFDC to be supported from the Community Fund at the rate of 10% of annual benefit delivery (area and production base fees);  
Independent Monitoring by CFDC Expert Advisor under an MOU and on a fee basis supported from the Community Fund of 5% of annual benefit delivery (area and production base fees);

K. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through the duration of a Forest Management Contract (FMC) and reviewed every 5 years, when the duration is to be extended after which time it will expire.

The authority and format of this agreement has been reviewed and approved for signature.

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

E. Moses Loryah Chairman FMC- "A," Bokomu and Gou- Nwolaila, Districts, Gbarpolu County	 July 12-2015	Date
Clarence Tay General Manager Alpha Logging & Wood Processing, Inc.		Date July 12, 2015
HARRISON S. KARNWEA, Sr. Managing Director Forestry Development Authority		Date 16-7-15

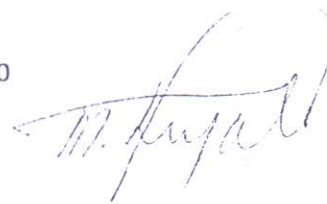
SCHEDULE I  
 CONTACT INFORMATION:  
 AFFECTED COMMUNITIES OF BOKOMU AND GOU-NWOLAILA DISTRICTS

Name	Title	Town/address	Phone
CFDC MEMBERS/PRINCIPAL CONTACTS			
Mr. E. Moses Loryah	Chairman	Niakei Town	0886-409-392
Mr. Arlington B. Kollie	Co - Chair	Kelleh Town	0886-220-351
Mr. Johnson Z. Goeto	Member	Gbetilemu Town	0886539996
Mr. Alfred S. Morris	Secretary	Forkpata Town	0886-998-333
Mr. George N. Smith	Treasurer	Gelensiasu Town	0880-404-417
Mr. George F. Kpawulu	Member	Palakwele Town	0886-554-034
Mr. Joseph Korvah	Member	Fanyapolu Town	0880794950
Mr. William L. Nanah	Member	Kologbandi Town	0888-526-575
Mr. Moses Y. Baimelin	Chaplain	Taingay Town	0886785294
Mr. Jerry G.S. Kenekence	Member	Kpayeakwelle Town	0886-684-987

Stakeholders of the Affected Communities

NAME	TITLE	TOWN/ADDRESS	PHONE
Harris Gertee	Chief Elder Gou		
Joseph S. Labelebah	Chief Elder-Nwolaila		
Sumo Tarnue	Chief Elder-Bokomu		
Samuel D. Flomo	Youth Leader-Gou-Nwolaila District		
Daniel Yarkpai	Youth Leader-Bokomu District		
Mamie Tormetie	Women Leader-Bokomu District		
Fatu Paye	Women Leader-Gou-Nwolaila District		
Moses D. Taylor	Clan Chief-Upper		

7/10



	Bokomu Clan		
John Karbett	Acting Clan Chief Upper Deymah Clan		
Sumo Dakarquoi	Clan Chief, Nwolaila Clan		
George S. Kolliebah	Clan Chief, Lower Deymah Clan		
Jimmy Duah	Clan Chief-Gou-Clan		

### DISTRICT COMMISSIONERS

Moses D. Walsh	Gou-Nwolaila District		
John G. Gormor	Bokomu District		

### PARAMOUNT CHIEFS

John Reeves	Bokomu Chiefdom		
Dougbakollie Gayankala	Gou Chiefdom		
Flomo Korvah Tokpa	Nwolaila Chiefdom		

### Alpha Logging & Wood Processing Incorporated Representatives

Name	Title	Address	Cell #
Clarence Tay	General Manager	Monrovia	0777537554
John M. Baxter	General Manager Planning, Government & Corporate	Monrovia	0888699659
K. Moses Monlonporlor, Sr.	Coordinator	Monrovia	0777536436/0886536436