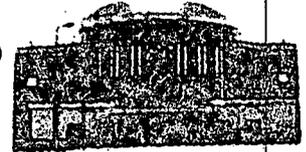




REPUBLIC OF LIBERIA  
THE HONORABLE HOUSE OF REPRESENTATIVES

Capitol Building  
P.O. Box 9005  
Monrovia, Liberia



2009

FOURTH SESSION OF THE FIFTY-SECOND LEGISLATURE OF  
THE REPUBLIC OF LIBERIA

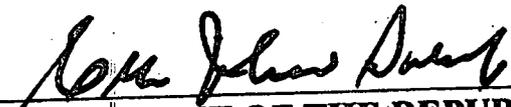
SCHEDULE OF THE HOUSE'S ENROLLED BILL NO. 4 ENTITLED:

"AN ACT RATIFYING THE FOREST MANAGEMENT CONTRACT  
AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC  
OF LIBERIA REPRESENTED BY THE FORESTRY  
DEVELOPMENT AUTHORITY AND EJ & J INVESTMENT  
CORPORATION"

PRESENTED TO THE PRESIDENT OF THE REPUBLIC OF LIBERIA  
FOR EXECUTIVE APPROVAL.

RECEIVED THIS 27 DAY OF May A.D. 2009

AT THE HOUR OF 4:45 P.M.

  
\_\_\_\_\_  
THE PRESIDENT OF THE REPUBLIC OF LIBERIA

2009

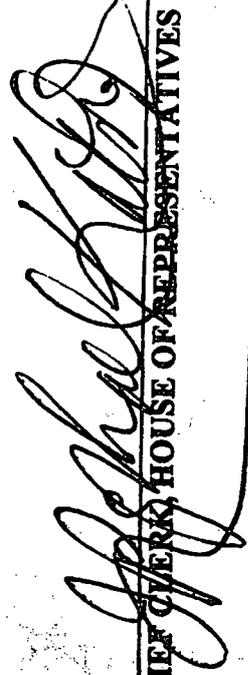
FOURTH SESSION OF THE FIFTY-SECOND  
LEGISLATURE OF THE REPUBLIC OF LIBERIA

HOUSE'S ENGROSSED BILL NO.5 ENTITLED:

"AN ACT TO RATIFYING THE FOREST MANAGEMENT  
CONTRACT AREA "B" IN RIVERCESS COUNTY  
BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED  
& J INVESTMENT CORPORATION"

On motion, Bill read. On motion, the Bill was adopted on its  
first reading and sent to Committee Room on Tuesday, March  
3, 2009 @ 12:00 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 @ 14:00  
GMT.

  
CHIEF CLERK, HOUSE OF REPRESENTATIVES

2009

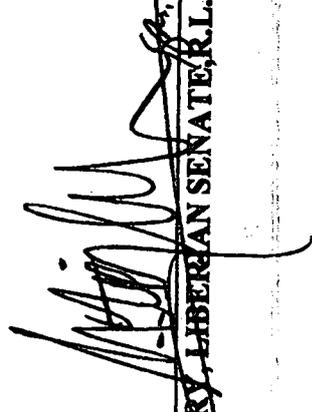
FOURTH SESSION OF THE FIFTY-SECOND  
LEGISLATURE OF THE REPUBLIC OF LIBERIA

SENATE'S ENDROSEMENT TO HOUSE'S ENGROSSED  
BILL NO. 5 ENTITLED:

AN ACT TO RATIFYING THE FOREST MANAGEMENT  
CONTRACT AREA "B" IN RIVERCESS COUNTY  
BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED  
BY THE FORESTY DEVELOPMENT AUTHORITY AND EJ  
& J INVESTMENT CORPORATION"

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.

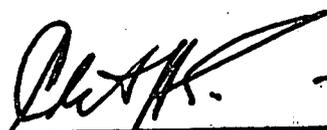
On motion, Bill taken from the Committee Room for its second  
reading. On motion, under the suspension of the rule, the  
second reading of the Bill constituted the third reading and the  
Bill was adopted, ordered engrossed and passed into the full  
force of the law today, Tuesday, May 19, 2009 @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

  
SECRETARY, LIBERIAN SENATE, R.L.

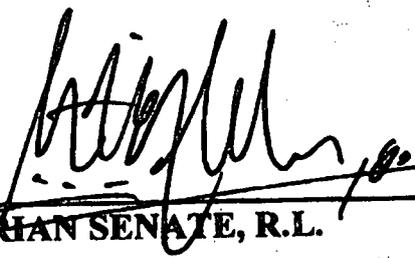
2009

**ATTESTATION TO:**

**"AN ACT RATIFYING THE FOREST MANAGEMENT CONTRACT  
AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC  
OF LIBERIA REPRESENTED BY THE FORESTRY  
DEVELOPMENT AUTHORITY AND EJ & J INVESTMENT  
CORPORATION"**

*PP*  - PRESIDENT PRO-TEMPORE

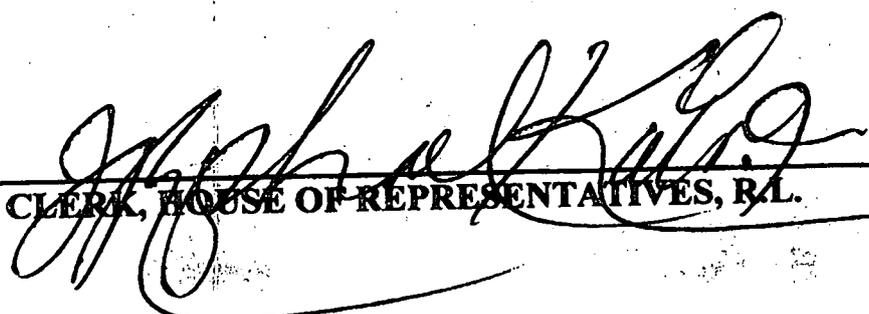
**VICE PRESIDENT OF THE REPUBLIC OF LIBERIA/PESIDENT  
OF THE SENATE**



**SECRETARY, LIBERIAN SENATE, R.L.**



**SPEAKER, HOUSE OF REPRESENTATIVES, R.L.**



**CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.**

**SIGNATURE PAGE**

In witness of their agreement, AUTHORITY and HOLDER now execute this Contract, which shall be effective upon signature by the President of the Republic of Liberia and ratification by the Legislature of the Republic of Liberia:

Witness: Sagbeh, Benedict K.  
(Name)  
Forestry Development Authority  
Congo Town, Monrovia, Liberia  
(Address)

By: [Signature]  
Managing Director, Forestry Development  
Authority  
Monrovia, Liberia

Witness: PRESTON DAVIS  
(Name)  
Old Rd  
(Address)

By: [Signature]  
General Manager  
EJ & J Investment Corporation  
Corner of Carey & Clay Streets  
Monrovia, Liberia

Witness: ROBERT NEAL  
(Name)  
Ministry of Finance  
(Address)

By: [Signature]  
Minister of Finance  
Ministry of Finance, Broad Street  
Monrovia, Liberia

Witness: Joseph Jallah  
(Name)  
Ministry of Justice  
(Address)

By: [Signature]  
Minister of Justice  
Ministry of Justice, Ashmun & Center Sts.  
Monrovia, Liberia

APPROVED BY: [Signature]  
President, Republic of Liberia

[Handwritten mark]

(v) Availability and accessibility 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.

### **B8.83 – Five-Year Social Responsibility Review**

AUTHORITY 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 HOLDER's relations with local communities and compliance with social agreements. HOLDER shall cooperate in the review at the Committee's request.

### **B8.84 – Additional Audits**

(a) The GOVERNMENT reserves the right to allow unscheduled third party and civil society monitoring of HOLDER's contract operations. Monitoring organizations shall have access to all financial records, management plans, and ANNUAL OPERATIONAL PLANS to facilitate monitoring activities. The GOVERNMENT shall not extend access to any civil society monitoring organization until the monitoring organization agrees, in writing, to not publish any confidential business information protected under Section 18.15 of the National Forestry Reform Law of 2006 without written consent from HOLDER.

(b) If HOLDER 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 AUTHORITY for the cost of conducting additional field audits to measure compliance.

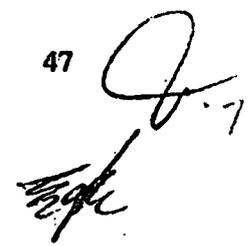
### **B8.9 – Settlement and Contract Closure**

#### **B8.91 – Settlement**

If obligations of HOLDER have not been fully discharged by termination date, AUTHORITY may use the Performance Bond or retain any money advanced or deposited hereunder and apply such funds toward unfulfilled obligations of HOLDER without prejudice to any other rights or remedies of AUTHORITY.

#### **B8.92 – Contract Closure**

CONTRACTING OFFICER shall give written notice to HOLDER when HOLDER has complied with the terms of this Contract. HOLDER shall be paid any refunds due from overpayments.

Handwritten signature and initials, possibly 'J. J.' and 'EPC'.Handwritten initials, possibly 'GMM'.

independent monitoring organizations. AUTHORITY may also conduct or allow other reviews to assure compliance with applicable requirements.

### **B8.81 – Annual Compliance Audit**

(a) AUTHORITY shall convene an ad hoc Contract Audit Committee to promptly complete an annual contract including each specific and general provisions audit 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 audited 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.

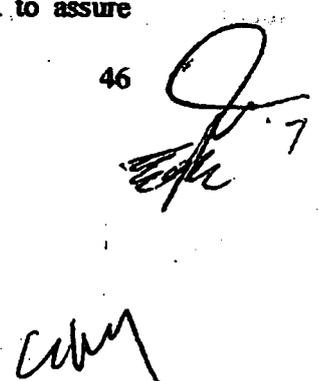
(c) AUTHORITY shall require the independent auditing body to conduct administrative and field checks to assess the following aspects:

(i) 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;

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'J. J. 7' with a flourish underneath. Below it, the word 'Cathy' is written in a cursive script.

### **B8.6 – Contract Interruption**

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

(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;

(iii) To conduct 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 majeure under Section B8.5.

### **B8.7 – 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 notice to suspend **HOLDER's** operations shall be written, except oral notices of suspension may be given if such breach constitutes an immediate threat to human life or a threat of immediate and irreparable damage to **FOREST RESOURCES**. Such oral suspension notice may be given to **HOLDER's** **WORK** supervisor or, in **WORK** supervisor's absence, to those performing the operation. An oral suspension notice shall be promptly followed by telephone notice and a written explanation from **CONTRACTING OFFICER** to **HOLDER**.

Immediately 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 conditions permit.

Upon receipt of oral or written notice of such breach, **HOLDER** shall remedy the breach within 30 days, except under emergency conditions when action should not be delayed to prevent major damage.

### **B8.71 – Failure to Execute Contract**

This Contract is open for signing for only 90 days after the **AWARD NOTICE DATE**, unless **CONTRACTING OFFICER** gives a written extension of time. **CONTRACTING OFFICER** shall terminate this Contract in its entirety in the event that **HOLDER** fails to submit 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 Performance Bond in a timely fashion, liquidated damages shall be equivalent to the Bidder's Bond amount.

## **B8.42 – 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 cause, 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 negligence.

## **B8.5 – 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 party, 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.

### **B3.3 – 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.

(c) CONTRACTING OFFICER's decision shall be consistent with law and shall be based on strict interpretation of Contract requirements and the established facts concerning the CLAIM.

(d) CONTRACTING OFFICER shall prepare a written decision and furnish a copy to HOLDER. The decision of CONTRACTING OFFICER shall be final and conclusive, if, within 45 days from receipt, HOLDER fails to appeal the decision to an appropriate Liberian court.

### **B3.31 – Contract Documents**

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

- (a) Specific Provisions (Part A)
- (b) General Provisions (Part B)
- (c) Metes and bounds descriptions
- (d) CONTRACT AREA maps
- (e) Plans, such as erosion control and fire precautions and control
- (f) Agreements between HOLDER and AUTHORITY, as authorized under this Contract
- (g) Engineering plans:
  - (i) Figured dimensions over scaled dimensions
  - (ii) Large scale plans over small scale plans
  - (iii) Lists and/or tables in plans over any conflicting notations on plans
  - (iv) Shop drawings
- (h) Standard specifications
- (i) All other referenced or appended documents.

### **B3.4 – Title and Liability**

#### **B3.41 – Title Passage**

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

- (iv) To facilitate collection of debt, AUTHORITY may waive penalties under this Section if HOLDER in arrears 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 amounts.
- (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; and
  - (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 required stumpage fees or forest products fees, AUTHORITY may terminate the Contract or suspend the Contract until the amounts are paid.

## **B8.0 – 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.

### **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) **FEES** are due as stated in **AUTHORITY Regulation 107-07**, on Certain Forest Fees.

(c) The annual Land Rental Bid payment is due on the dates stated in Section B7.11(b); however, if **AUTHORITY** fails to give **HOLDER** written notice of the amount due at least 15 days before the due date, payment is due 15 days after **AUTHORITY** gives **HOLDER** that notice and provides a written copy to the Ministry of Finance.

### **B7.33 – Payment Guaranteed by Bond or Deposited Securities**

(a) As noted in Sections B3.15 and B7.34, the **GOVERNMENT** may draw on **HOLDER's** 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.

### **B7.34 – Payments Not Received**

The provisions of this Section apply unless Part VI of **AUTHORITY Regulation 107-07**, on Certain Forest Fees, or some other applicable law is more stringent.

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

(b) Failure to pay amounts due within 30 days of the date due is a breach of this Contract.

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

(i) **AUTHORITY** shall assess and the **GOVERNMENT** shall collect a penalty of five percent.

(ii) The **GOVERNMENT** 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 accrual of further interest.

(iii) On amounts past due more than 60 days, **AUTHORITY** shall assess and the **GOVERNMENT** shall collect interest at the standard interest rate published by the Central Bank, 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.

### **B7.22 – Timber Damaged Without Negligence**

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

### **B7.23 – Timber Unnecessarily Damaged 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 Felling 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 Fees. Payments will be credited on the business day that the keeper of the account receives payment.

## **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.

(c) HOLDER shall prevent LOGS from being processed or exported before HOLDER has paid the log stumpage fees.

## **B7.13 – 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 Fees.

(b) HOLDER shall pay an annual area fee to the GOVERNMENT as required under Section 33 of AUTHORITY Regulation 107-07, on Certain Forest Fees. For purposes of calculating the area fee, the land subject to this Contract is the adjusted area determined under Section B7.11 (a).

(c) 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 purposes of applying that section, the ANNUAL OPERATIONAL PLAN contains the annual coupe plan.

## **B7.14 – Forest Product Fees**

HOLDER shall pay forest product fees to the GOVERNMENT in the amounts and at the times established by Part IV of AUTHORITY Regulation 107-07, on Certain Forest Fees.

## **B7.2 – Other Payment Rates**

### **B7.21 – Timber Cut Through Mistake**

Standing trees smaller than the minimum diameter limit specified in Section B6.22, cut by HOLDER through mistake and included by CONTRACTING OFFICER, shall be removed and paid for by HOLDER at the LOG stumpage fee rate.

### **B7.22 – Timber Damaged Without Negligence**

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

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

#### **B6.61 – Fire Control**

HOLDER shall, both independently and in cooperation with AUTHORITY, take all reasonable and practicable action to prevent and suppress fires on or off the CONTRACT 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***

*All Holders of Forest Resources 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.

(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 products storage 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.

## **B6.4 – Practice of Silviculture**

### **B6.41 – Conduct of Logging**

(a) HOLDER shall fell trees in compliance with the approved ANNUAL OPERATIONAL PLAN.

(b) HOLDER shall comply with the requirements contained in the Liberia Code of Forest Harvesting Practices.

(c) 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 scale LOGS that cannot be measured accurately and safely.

### **B6.42 – Reforestation**

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

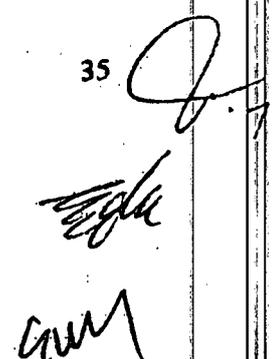
(b) If HOLDER plants trees for reforestation, HOLDER shall use tree species native to Liberia.

## **B6.5 – 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.

## **B6.6 – Fire Precautions and Control**

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



### **B6.35 – Wildlife Management and Protection**

(a) HOLDER shall comply with the requirements contained in the Liberia Code of Forest 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 Termination Date.

(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

### **B6.32 – Damage to Trees**

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

### **B6.33 – Protection of Land Survey Monuments**

HOLDER 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 damaged by HOLDER's operations, HOLDER shall hire a land surveyor to reestablish or restore at the same location the monuments, corners, or accessories.

### **B6.34 – Protection Measures for Plants, Animals, and Cultural Resources**

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

(c) If additional areas, resources, or species are identified before and during duration 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 B8.6, if CONTRACTING OFFICER determines there is risk of damage to such areas, resources, 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 skid trails approved Section B6.4. Nor shall HOLDER fell trees in any area identified as requiring special protection measures.

(e) 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 bear costs of resource evaluation and restoration to identified sites. Such payment does not relieve HOLDER of any civil or criminal liability otherwise provided by law.

remain in the CONTRACT AREA and become property of the GOVERNMENT upon termination of this Contract.

### **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.

## **B6.2 – Timber Specifications**

### **B6.21 – Merchantable Trees**

All **MERCHANTABLE 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 Establishing a Chain of Custody.

### **B6.22 – Minimum Diameter Limit**

(a) **HOLDER** shall not cut or fell for commercial use any growing tree smaller than 60 cm diameter at **BREAST HEIGHT**.

(b) Regardless of the size of the tree, **CONTRACTING OFFICER** may permit, or require, **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) **TIMBER** from standing trees damaged without negligence, including **TIMBER** from standing trees damaged by catastrophe; and
- (iii) **TIMBER** from standing trees unnecessarily damaged or negligently or willfully cut.

### **B6.23 – Felling and Utilization Standards**

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

### **B6.24 – Tree Clearing**

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

### **B6.25 – 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 necessary for **HOLDER**'s operations and activities. Facilities constructed must

(d) If a revision triggers environmental impact study requirements under the law, HOLDER shall comply with those requirements in a timely fashion.

(e) If HOLDER submits Plan revisions under this Section of this Contract, AUTHORITY shall accept or reject the revisions within 90 days.

### **B6.18 – Infrastructure and Works**

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

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

(c) In the event that AUTHORITY is unable to inspect the installation within 15 days of HOLDER's request, AUTHORITY shall notify HOLDER in writing of the necessity for postponement and provide a time when inspection may proceed.

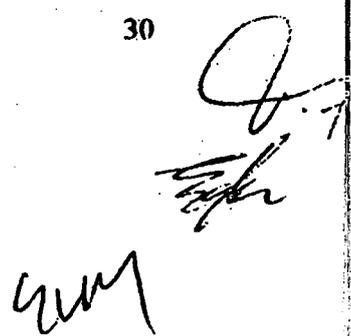
(d) In conducting inspections, AUTHORITY shall apply the procedures, if any, in the Liberia Code of Forest Harvesting Practices and the standards in subsection (a) of this Section. Within 7 days of inspection, AUTHORITY shall furnish HOLDER with written notice either of acceptance or of WORK remaining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

(e) Acceptance of HOLDER's WORK relieves HOLDER of further contractual obligations related to the inspected WORK, with the exception of roads and erosion control devices.

(i) HOLDER is responsible for maintaining erosion control devices for 5 years from the date of acceptance or until the Termination Date set at the beginning of this 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 beginning of this Contract.

(f) Until HOLDER gains AUTHORITY's acceptance for WORK, HOLDER remains liable for repair or completion of the WORK, regardless of time elapsed.

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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 Harvesting 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 TIMBER theft including surveillance and demarcation and maintenance of boundaries;

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

(iii) A description of the methods HOLDER will employ to train and motivate AGENTS 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 annually on a sustainable basis. HOLDER shall base this projection on reliable data, applying generally accepted forest management techniques.

(e) Within 60 days of receiving from HOLDER the Five-Year Forest Management Plan, AUTHORITY shall approve or deny the Plan.

#### **B6.16 – Social Agreements**

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

(b) A Social Agreement negotiated under this Contract must have a duration of five years.

(c) 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.

#### **B6.17 – 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 B3.11.

(b) AUTHORITY may order HOLDER to submit revisions to the Forest Management Plan to account for new information or changed circumstances. In that case, HOLDER shall revise the Plan within 90 days of receiving AUTHORITY's order.

(c) When HOLDER submits a revision of its Strategic Forest Management Plan, HOLDER shall include any revisions to its Five-Year Management Plan or Business Plan necessary to make those documents consistent with the revised Strategic Forest Management Plan.

(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 OPERATIONAL 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.

#### **B6.15 – Five-Year Forest Management Plan**

(a) HOLDER shall submit to AUTHORITY a new Five-Year Forest Management Plan at least 90 days before the expiration of the current Five-Year Forest Management Plan.

(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 contain the Annual Coupe Plan.

(g) Within 60 days of receiving from HOLDER (i) the proposed ANNUAL OPERATIONAL 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 these markets.

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

#### **B6.12 – 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 level 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 Bond in the amount set in the preceding paragraph.

(c) The HOLDER shall not fell trees under an ANNUAL OPERATIONAL PLAN before the HOLDER has deposited the applicable Performance Bond.

(d) Each Performance Bond must be issued in favor of the GOVERNMENT, warranting that HOLDER shall faithfully and promptly commence operations and comply 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 GOVERNMENT 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 not act as the HOLDER's insurer or indemnifier, the Performance Bond must allow AUTHORITY, after any GOVERNMENT claims are satisfied, to draw upon the Performance Bond when ordered by a court to assure payment of third-party claims against HOLDER for compensation of employees, redress of injuries, or return of property, as provided under the National Forestry Reform Law of 2006, Section 5.1(e).

(g) If the Performance Bond is drawn upon or otherwise loses value, the HOLDER shall, within 30 days, replace the Performance Bond or restore the Performance Bond to the required value. If HOLDER fails to replace or restore the bond in time, HOLDER shall stop felling trees until the bond is replaced or restored.

## **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 workmanlike and orderly manner.

(d) HOLDER shall complete erosion 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 regulations.

(c) The ANNUAL OPERATIONAL PLAN must be consistent with the Forest 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 all anticipated uses of public or private land outside of the CONTRACT AREA. AUTHORITY shall not approve activities outside of the CONTRACT AREA unless they are necessary to operations under this Contract.

GOVERNMENT may presume that copies are correct and complete, and HOLDER waives any hearsay or best evidence objection to the use of records 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, GOVERNMENT, through an authorized representative and during normal working hours, may conduct annual audits 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 OPERATIONAL 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 security.

#### **B5.53 – Other Reporting Requirements**

(a) HOLDER shall keep CONTRACTING OFFICER fully and regularly informed as to 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.

(c) 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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- (iii) Inspection of the boundaries and delineation of the CONTRACT AREA; and
- (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 delivery.

(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 representative.

(c) Cables, telegrams, faxes, and other forms of electronic notice are effective only 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 103-07, Section 1(j)); and
- (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 recordkeeping 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

(b) **HOLDER's Local Resident Manager shall designate, in writing, a Field Supervisor. The Field Supervisor shall provide on-the-ground direction and supervision of HOLDER's operations and shall be readily available to the CONTRACT AREA when 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.**

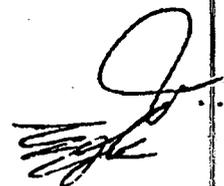
**FDA Representative shall remain readily available to the CONTRACT AREA.**

**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.**

### **B5.3 – Government Inspection**

**HOLDER consents to the GOVERNMENT, or any designated representative of GOVERNMENT, conducting reasonable inspections of the CONTRACT AREA, any premises 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) Examination of office records relating to HOLDER's activities and operations under this Contract;**



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## **B4.5 – Holder's Agents**

HOLDER may exercise any of the rights and powers conferred by this Contract through AGENTS, subject to this Section.

(a) HOLDER's use of AGENTS does not excuse HOLDER of any of its obligations or liabilities under this Contract. AGENTS must satisfy the same performance requirements, in all respects, as HOLDER.

(b) HOLDER shall not use AGENTS that are on the debarment list kept under the Public Procurement and Concessions Act; that are on the lists of debarred or suspended PERSONS kept under Part II of AUTHORITY Regulation 103-07, on Bidder Qualifications; that are ineligible under Section 22 of that Regulation; or that have voluntarily excluded themselves from eligibility for forest licenses.

(c) HOLDER shall not sell or otherwise give possession of TIMBER to any PERSONS that are on the debarment list kept under the Public Procurement and Concessions Act; that are on the lists of debarred or suspended PERSONS kept under Part II of AUTHORITY Regulation 103-07, on Bidder Qualifications; that are ineligible under Section 22 of that Regulation; or that have voluntarily excluded themselves from eligibility for forest licenses.

(d) In using AGENTS other than natural PERSONS to take on forest management, planning, tree felling, wood processing, or product marketing responsibilities, HOLDER shall only use AGENTS that satisfy the prequalification criteria in Schedule I of AUTHORITY Regulation 103-07, on Bidder Qualifications.

(e) HOLDER shall not use transfer pricing, payments not consistent with the value of services or goods rendered, false fronts, money laundering, or other subterfuges to transfer control, profit, or benefits resulting from this Contract to PERSONS not qualified to act as AGENTS under this Section.

(f) HOLDER shall use due diligence to assure compliance with the requirements of this Section. Upon request of AUTHORITY, HOLDER shall present evidence of its actions to assure compliance and shall take any additional reasonable steps requested by AUTHORITY, including obtaining sworn statements or certifications from AGENTS and other covered PERSONS.

## **B5.0 – REPRESENTATIVES AND COMMUNICATIONS**

### **B5.1 – Holder's Representatives**

(a) HOLDER shall, before commencing operations under this Contract, furnish, in writing, to AUTHORITY and the Ministry of Finance, the name of the Local Resident Manager under whose supervision HOLDER intends to conduct operations and who is authorized to receive notices in regard to performance under this Contract and take related action. HOLDER shall give AUTHORITY written notice of any change in the name or address of the Local Resident Manager, or other supervising personnel, at least 14 days in advance of such change.

#### **B4.24 - 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 **GOVERNMENT** upon termination of this Contract. The **GOVERNMENT** may choose 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 environmentally responsible manner.

(c) The disposition of **PLANT AND EQUIPMENT** on private land will be based on the terms of the occupancy lease, right-of-way, or easement that allowed use under Section B4.13.

#### **B4.3 - 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 any 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, houses, 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** under 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.

#### **B4.4 - 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 land 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.

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

(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**

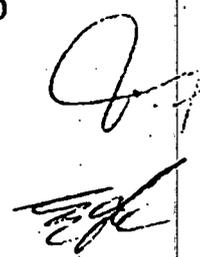
HOLDER shall:

(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.



(c) With or without permission of the land owner, (i) HOLDER shall not seek a use, lease, right-of-way, or easement 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 TIMBER or FOREST PRODUCTS, including customary rights, without permission of the third party.

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

#### **B4.14 – Other Activities Outside of Contract Area**

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

(b) If HOLDER fells MERCHANTABLE TREES anywhere in Liberia and fails to enter the resulting MERCHANTABLE LOGS in the CHAIN OF CUSTODY SYSTEM, HOLDER is in breach of this Contract.

#### **B4.2 – Holder Improvements**

##### **B4.21 – Construction of Improvements**

(a) Section 18.8 of the National Forestry Reform Law of 2006 grants HOLDER rights concerning construction of INFRASTRUCTURE. HOLDER agrees to exercise those rights subject to the requirements in this Contract.

(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. HOLDER shall construct, maintain, and use the improvements in a manner that will not interrupt or interfere with the conduct of AUTHORITY business.

##### **B4.22 – Approval Requirements**

(a) By law, certain improvements require pre-authorization from GOVERNMENT agencies other than AUTHORITY. HOLDER shall secure such authorization before constructing the improvements. Activities affecting private land are subject to Section B4.13 and the prompt payment of fair compensation to any PERSON whose rights are affected.

(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.

#### **B4.0 – RIGHTS OF HOLDER**

##### **B4.1 – Occupancy of Surface and Easements**

##### **B4.11 – Public Lands Inside Contract 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.

*J.F.*  
*EJK*  
*GMA*

### **B3.3 – Responsible Environmental Practices**

HOLDER 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.

### **B3.4 – Laws and Regulations**

#### **B3.41 – Governing 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.

#### **B3.43 – Harvesting Practices**

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

#### **B3.44 – 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) Except for the timing of submission specified in this Section, the initial Plan must conform to the requirements of Section B6.11.

### **B3.15 – Initial Performance Bond and First Annual Performance Bond**

(a) Before the deadline set in AUTHORITY Regulation 104-07, Section 61(b), HOLDER 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 Performance Bond as required by AUTHORITY Regulation 104-07, Section 61, and by Section B6.12 of this Contract.

(c) The GOVERNMENT shall return the initial Performance Bond to HOLDER promptly after HOLDER posts the first annual Performance Bond.

### **B3.2 – Responsible Employment and Management Practices**

#### **B3.21 – Safety**

(a) HOLDER shall follow internationally recognized, modern safety precautions in 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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(c) The date on which AUTHORITY issues the certification under this Section is the FELLING EFFECTIVE DATE for this Contract.

### **B3.11 – 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 far 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 Forest 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 Plan 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.

### **B3.13 – 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 must conform with AUTHORITY's Guidelines for Forest Management Planning.

### **B3.14 – Initial Annual Operational Plan**

(a) Within 90 days before the first annual operating season, HOLDER shall submit to AUTHORITY an initial ANNUAL OPERATIONAL PLAN.

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 and in keeping with conservation laws of Liberia.

(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 honor 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 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 71.

## **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.

(v) Moveable equipment, including motor vehicles, used with assets in the above four categories or with **INFRASTRUCTURE**.

**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.

**TIMBER** 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.

## **B2.0 – GRANT**

### **B2.1 – 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

**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 halls; and
- (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.

**PLANT AND EQUIPMENT** means the following assets, other than 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

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

**BOARD OF DIRECTORS** means the Board of Directors of AUTHORITY.

**BREAST 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.

**BUSHMEAT** 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 inspection 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.

**FEE** 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, spiritual, recreational, educational, scientific, subsistence, or other potential use to a human that exists in the forest environment, not limited to flora, fauna, or micro-organisms.

**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.

## 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.
- (vii) 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 Contract.
- (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).

**A2 – Processing Requirements**

See Section B3.13 (Business Plan).

HOLDER must satisfy the following obligations:

Requirement	Action
<b>Processing Facilities:</b>  <b>Sawmill</b>	  <b>US \$ 1,000,000.00 (Install in the first two years)</b>
<b>Minimum Expenditure on Processing Facilities:</b>	<b><u>US\$ 1,000,000.00</u></b>

**A3 – Performance Bond**

See 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).

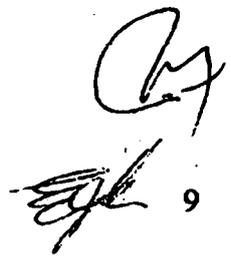
The required initial Performance Bond amount in United States dollars is \$ 150,000.00

**A4 – Land Rental Bid**

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

The land rental bid in United States dollars is \$ 5.06 per hectare payable annually (each and every year of contract duration) to the Government of Liberia.

**A5 – Other Specific Provisions**





## PART A - SPECIFIC PROVISIONS

### A1 - Location and Area

See Section B2.1 (Contract Area)

**The Contract Area of 57,262 Hectares has the following Metes and Bounds (Description):**

EJ & J Investment Corporation Company lies within Latitudes  $5^{\circ}36'0''$  -  $5^{\circ}48'0''$  North of the equator and Longitudes  $9^{\circ}18'0''$  -  $9^{\circ}30'0''$  West of the Greenwich meridian and it is located in River Cess County-Liberia.

Starting from the town of Yapeh, ( $9^{\circ}30'15.35''W$  -  $5^{\circ}44'06.62''N$ ); thence a line runs Due North for 298 meters to the point of COMMENCEMENT ( $9^{\circ}30'15.28''W$  -  $5^{\circ}44'16.28''N$ ); thence a line runs Due West for 1,523 meters to a point ( $9^{\circ}32'16.42''W$  -  $7^{\circ}19'48.73''N$ ); thence a line runs Due West for 6,611 meters to a point ( $9^{\circ}33'49.77''W$  -  $5^{\circ}44'14.60''N$ ); thence a line runs Due North for 3,999 meters to a point ( $9^{\circ}33'49.26''W$  -  $5^{\circ}46'24.66''N$ ); thence a line runs N  $40^{\circ}$  E for 7,901 meters to a point ( $9^{\circ}31'04.86''W$  -  $5^{\circ}49'40.78''N$ ); thence a line runs S  $76^{\circ}$  E for 8,098 meters to a point ( $9^{\circ}26'48.98''W$  -  $5^{\circ}48'37.10''N$ ); thence a line runs S  $57^{\circ}$  E for 17,293 meters to a point ( $9^{\circ}18'58.30''W$  -  $5^{\circ}43'29.81''N$ ); thence a line runs N  $55^{\circ}$  E for 1,292 meters to a point ( $9^{\circ}18'23.96''W$  -  $5^{\circ}43'53.84''N$ ); thence a line runs S  $68^{\circ}$  E for 933 meters to a point ( $9^{\circ}17'54.92''W$  -  $5^{\circ}43'43.74''N$ ); thence a line runs S  $80^{\circ}$  E for 1,409 meters to a point ( $9^{\circ}17'09.85''W$  -  $5^{\circ}43'35.11''N$ ); thence a line runs S  $31^{\circ}$  E for 1,122 meters to a point ( $9^{\circ}16'50.98''W$  -  $5^{\circ}43'04.04''N$ ); thence a line runs N  $82^{\circ}$  E for 187 meters to a point ( $9^{\circ}16'44.95''W$  -  $5^{\circ}43'04.86''N$ ); thence a line runs S  $43^{\circ}$  E for 261 meters to a point on the Wene River ( $9^{\circ}16'39.24''W$  -  $5^{\circ}42'58.61''N$ ); thence a line runs along the Wene River in the Southern direction for 7,992 meters to the confluence of the Cestos and the Wene Rivers; thence a line runs along the Cestos River in the South Western direction for 36,013 meters to a point ( $9^{\circ}28'24.42''W$  -  $5^{\circ}32'22.94''N$ ); thence a line runs N  $15^{\circ}$  W for 42,200 meters to a point ( $9^{\circ}28'58.16''W$  -  $5^{\circ}34'34.59''N$ ); thence a line runs S  $89^{\circ}$  W for 4,896 meters to a point ( $9^{\circ}31'37.37''W$  -  $5^{\circ}34'31.53''N$ ); thence a line runs Due North for 6,033 meters to a point ( $9^{\circ}31'38.32''W$  -  $5^{\circ}37'46.92''N$ ); thence a line runs Due East for 7,077 meters to a point on the Ndo River ( $9^{\circ}27'48.55''W$  -  $5^{\circ}37'46.92''N$ ); thence a line runs along the Ndo River in the Northern direction for 19,114 meters to a point ( $9^{\circ}28'00.79''W$  -  $5^{\circ}44'18.60''N$ ); thence a line runs Due West for 4,058 meters to a point of commencement ( $9^{\circ}30'15.28''W$  -  $5^{\circ}44'16.28''N$ ); embracing 57,262 hectares (Fifty Seven Thousand Two Hundred and Sixty Two) of forest land.

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This Contract is entered into at the City of MONROVIA, County of MONTSEERRADO, 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 EJ & J Investment Corporation, 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.

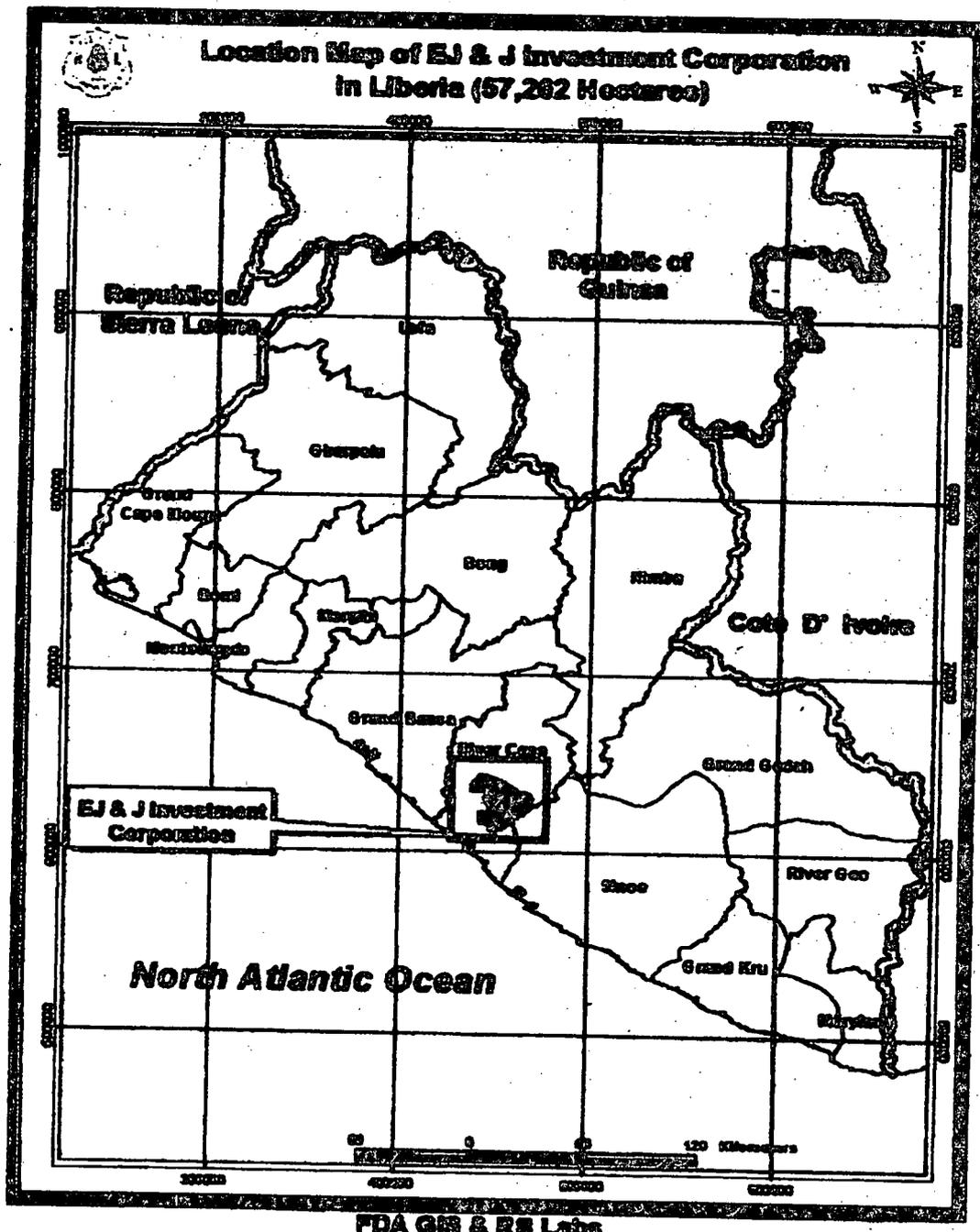
WHEREAS, (1) Section 5.3 of the National Forestry Reform Law of 2006 authorizes the AUTHORITY to grant licenses for sound, long-term forest management, including inventories, preparation of management plans, and ANNUAL OPERATIONAL PLANS, through Forest Management Contracts; (2) HOLDER wants to accept 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:

*[Handwritten signature]*

*[Handwritten signature]*      *[Handwritten signature]*

# Location Map of EJ & J Investment Corporation in LIBERIA



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<b>REPUBLIC OF LIBERIA</b> <b>FORESTRY DEVELOPMENT</b> <b>AUTHORITY</b>  <b>FOREST MANAGEMENT CONTRACT</b>		<b>Name and Address of Contract Holder:</b> <b>EJ &amp; J Investment Corporation.</b> <b>Corner of Carey and Clay Streets,</b> <b>P.O. Box 1923</b> <b>Monrovia, Liberia</b>	
<b>Region: Sector # 4</b>	<b>County (ies):</b> <b>River Cess County</b>	<b>District:</b> <b>Timbo</b>	<b>Contract Number:</b> <b>FMC - 0002</b>
<b>Forest Area:</b> <b>FMC Area "B"</b>		<b>Contract Signing Date:</b> <b>October 6<sup>th</sup>, 2008</b>	<b>Termination Date:</b> <b>October 5<sup>th</sup>, 2033</b>

*J. J.*

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*LM*

*EJ & J*

# **Republic of Liberia**

## **Forestry Development Authority**

**P.O. Box 10-3010**

**Kappa House, Elise Saliby's Compound, Sinkor  
1000, Monrovia 10, Liberia**



**FOREST MANAGEMENT CONTRACT AREA "B"**

**River Cess County**

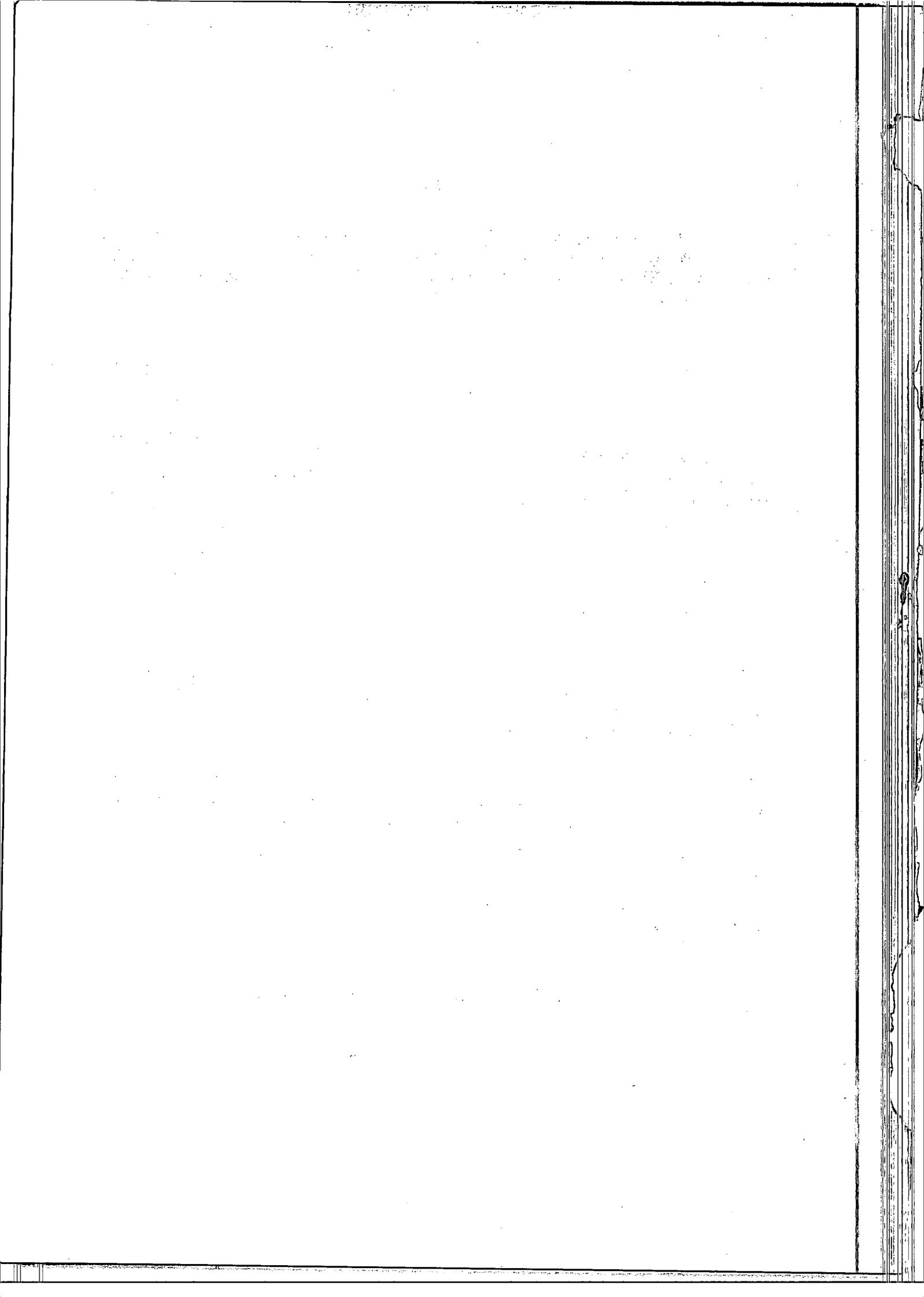
**HOLDER:**

**EJ & J Investment Corporation**

**P.O. Box 1923**

**Corner of Carey & Clay Streets,  
Monrovia, Liberia**

**September. 2008**



2009

**"AN ACT RATIFYING THE FOREST MANAGEMENT CONTRACT AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND EJ & J INVESTMENT CORPORATION"**

IT IS ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE REPUBLIC OF LIBERIA IN LEGISLATIVE ASSEMBLED:

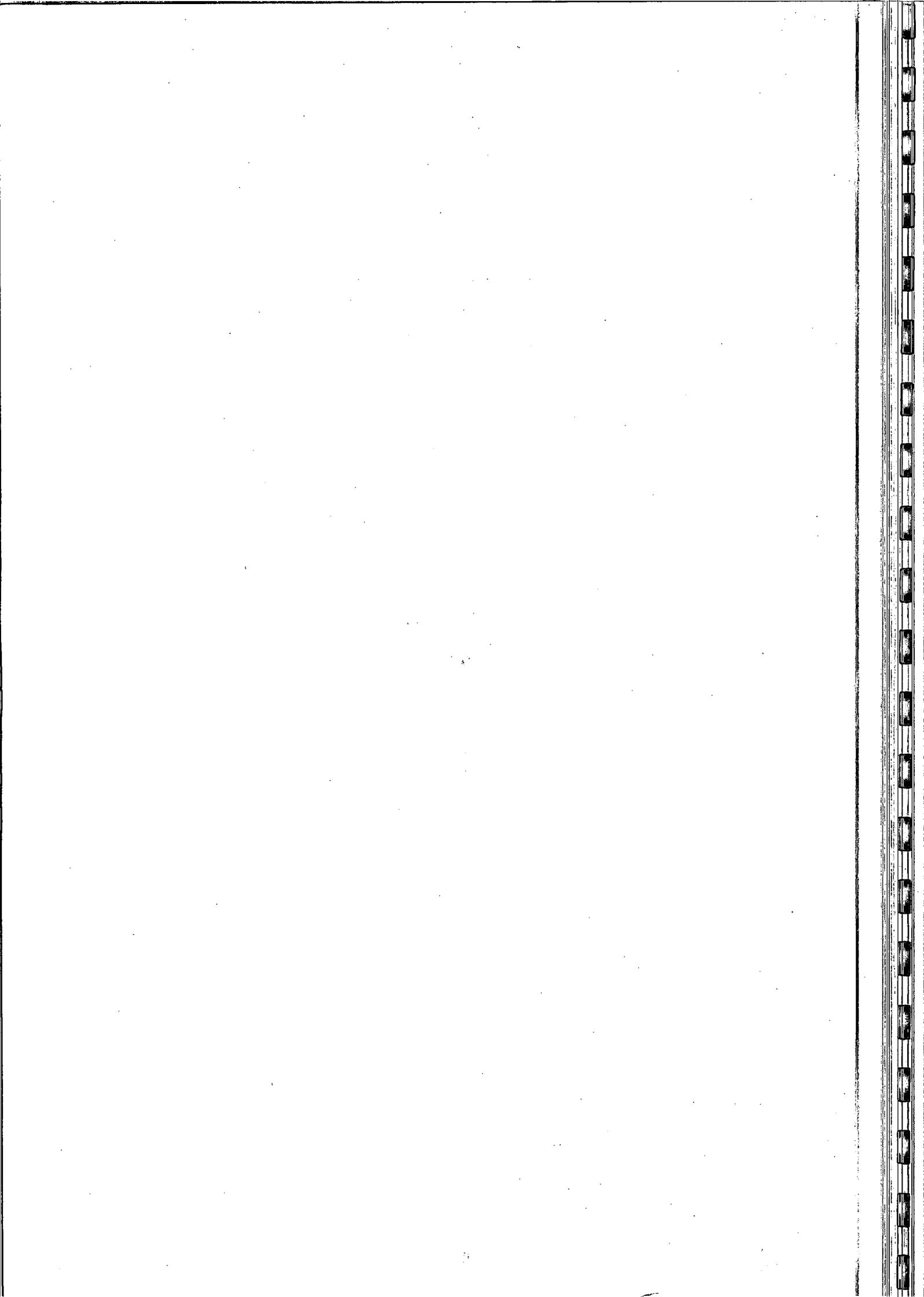
**Section I:** That immediately after the passage of this Act "AN ACT RATIFYING THE FOREST MANAGEMENT CONTRACT AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND EJ & J INVESTMENT CORPORATION" as herein recited below word for word in the authentic English version be, and the same is hereby ratified to give full force and effect to the provision as contained herein.

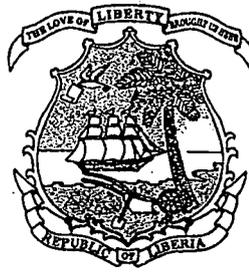
**SECTION II: SHORT TITLE:** this Act to ratify the FOREST MANAGEMENT CONTRACT AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND EJ& J INVESTMENT CORPORATION," shall also be cited as the **FOREST MANAGEMENT CONTRACT BETWEEN THE REPUBLIC OF LIBERIA AND EJ & J INVESTMENT CORPORATION.**"

**SECTION III:** That any and all obligations, covenants, terms and conditions as contained in the above mention **FOREST MANAGEMENT CONTRACT BETWEEN THE REPUBLIC OF LIBERIA AND EJ & J INVESTMENT CORPORATION**" shall be carried to full completion unless otherwise modified, amended, or repealed.

**SECTION IV:** This Act shall take effect immediately upon the publication into handbill.

**ANY LAW TO THE CONTRARY NOTWITHSTANDING.**



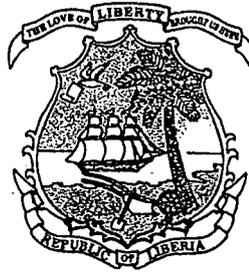


**“AN ACT TO RATIFY THE FOREST MANAGEMENT  
CONTRACT AREA ‘A’ IN LOFA AND GBARPOLU COUNTIES  
BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY  
THE FORESTRY DEVELOPMENT AUTHORITY AND ALPHA  
LOGGING & WOOD PROCESSING INCORPORATED”**

**APPROVED MAY 27, 2009**

**PUBLISHED BY AUTHORITY  
MINISTRY OF FOREIGN AFFAIRS  
MONROVIA, LIBERIA**

**PRINTED JULY 4, 2009**

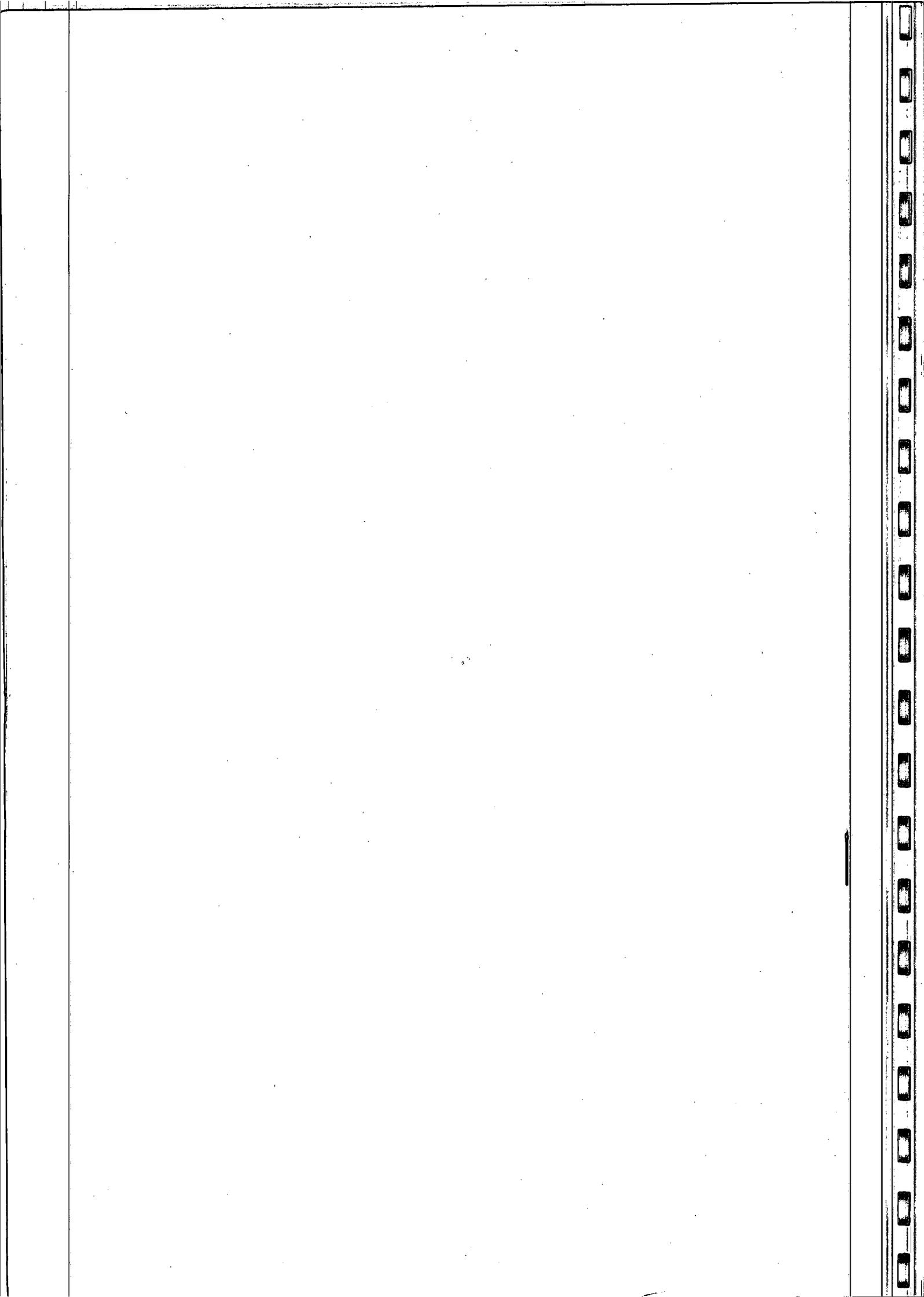


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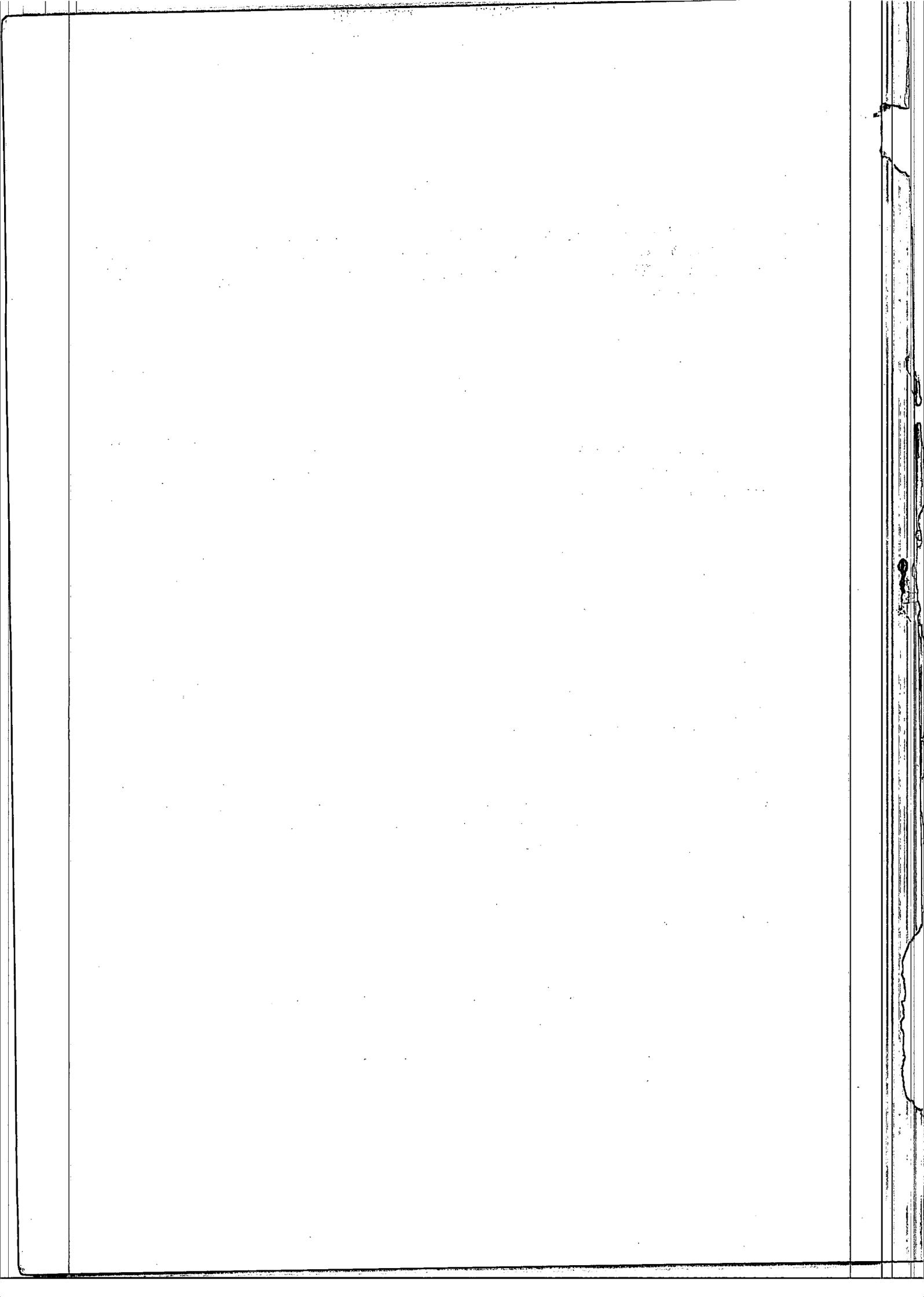
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**SECTION II: SHORT TITLE:** this Act to ratify the FOREST MANAGEMENT CONTRACT AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND EJ& J INVESTMENT CORPORATION," shall also be cited as the **FOREST MANAGEMENT CONTRACT BETWEEN THE REPUBLIC OF LIBERIA AND EJ & J INVESTMENT CORPORATION.**"

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**ANY LAW TO THE CONTRARY NOTWITHSTANDING.**



# **Republic of Liberia**

## **Forestry Development Authority**

***P.O. Box 10-3010***

***Kappa House, Elise Saliby's Compound, Sinkor  
1000, Monrovia 10, Liberia***



***FOREST MANAGEMENT CONTRACT AREA "B"***

***River Cess County***

***HOLDER:***

***EJ & J Investment Corporation***

***P.O. Box 1923***

***Corner of Carey & Clay Streets,***

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***September. 2008***

<b>REPUBLIC OF LIBERIA</b> <b>FORESTRY DEVELOPMENT</b> <b>AUTHORITY</b>  <b>FOREST MANAGEMENT CONTRACT</b>		<b>Name and Address of Contract Holder:</b> <b>EJ &amp; J Investment Corporation.</b> <b>Corner of Carey and Clay Streets,</b> <b>P.O. Box 1923</b> <b>Monrovia, Liberia</b>	
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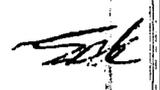
*LM* *EJ&J*

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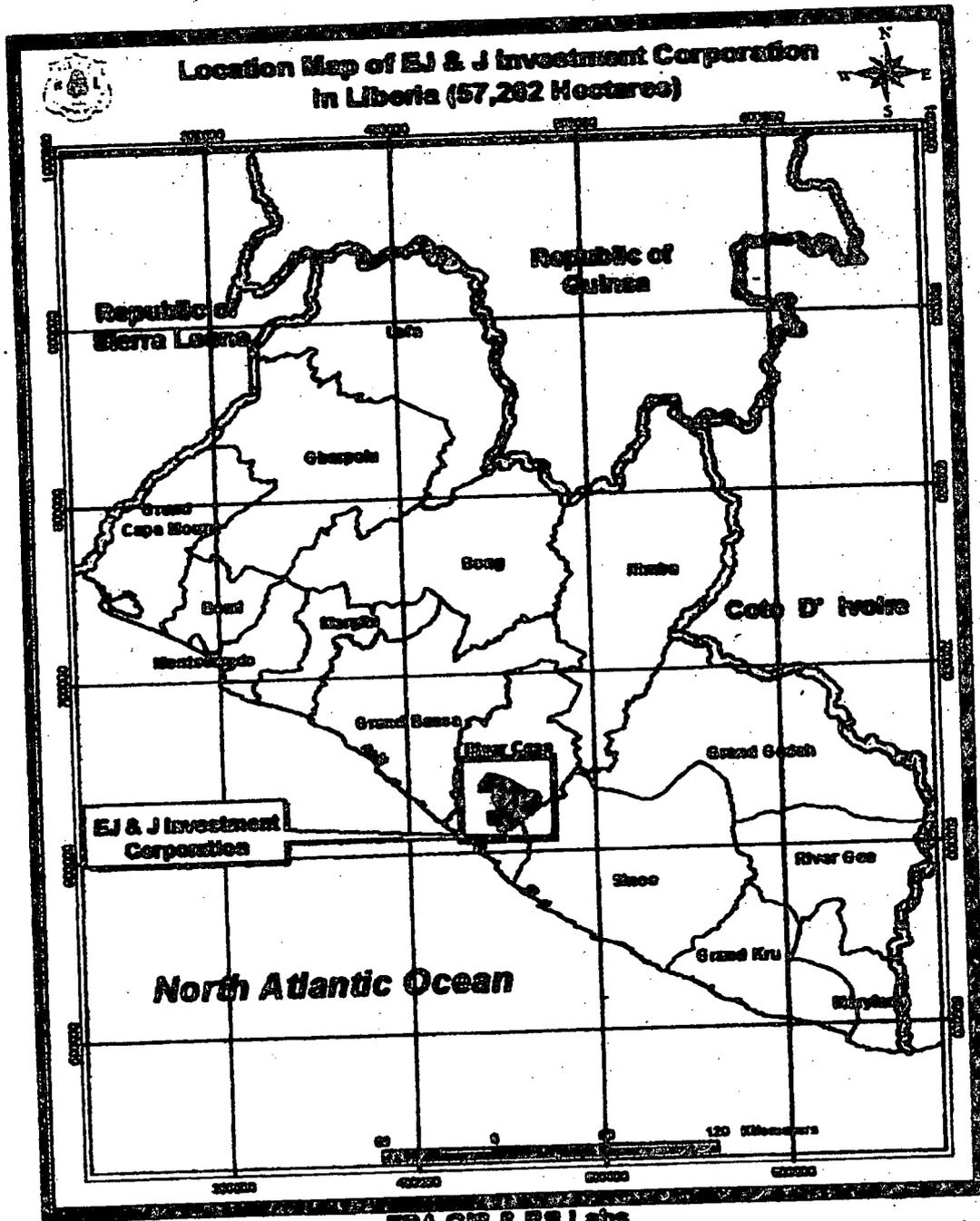
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*[Handwritten signatures and initials]*

# Location Map of EJ & J Investment Corporation 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 EJ & J Investment Corporation, 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:

*[Handwritten signature]*

*[Handwritten initials]*

## PART A - SPECIFIC PROVISIONS

### A1 - Location and Area

#### See Section B2.1 (Contract Area)

**The Contract Area of 57,262 Hectares has the following Metes and Bounds (Description):**

EJ & J Investment Corporation Company lies within Latitudes  $5^{\circ}36'0''$  -  $5^{\circ}48'0''$  North of the equator and Longitudes  $9^{\circ}18'0''$  -  $9^{\circ}30'0''$  West of the Greenwich meridian and it is located in River Cess County-Liberia.

Starting from the town of Yarpah, ( $9^{\circ}30'15.35''W$  -  $5^{\circ}44'06.62''N$ ); thence a line runs Due North for 298 meters to the point of COMMENCEMENT ( $9^{\circ}30'15.28''W$  -  $5^{\circ}44'16.28''N$ ); thence a line runs Due West for 1,523 meters to a point ( $9^{\circ}32'16.42''W$  -  $7^{\circ}19'48.73''N$ ); thence a line runs Due West for 6,611 meters to a point ( $9^{\circ}33'49.77''W$  -  $5^{\circ}44'14.60''N$ ); thence a line runs Due North for 3,999 meters to a point ( $9^{\circ}33'49.26''W$  -  $5^{\circ}46'24.66''N$ ); thence a line runs N  $40^{\circ}$  E for 7,901 meters to a point ( $9^{\circ}31'04.86''W$  -  $5^{\circ}49'40.78''N$ ); thence a line runs S  $76^{\circ}$  E for 8,098 meters to a point ( $9^{\circ}26'48.98''W$  -  $5^{\circ}48'37.10''N$ ); thence a line runs S  $57^{\circ}$  E for 17,293 meters to a point ( $9^{\circ}18'58.30''W$  -  $5^{\circ}43'29.81''N$ ); thence a line runs N  $55^{\circ}$  E for 1,292 meters to a point ( $9^{\circ}18'23.96''W$  -  $5^{\circ}43'53.84''N$ ); thence a line runs S  $68^{\circ}$  E for 933 meters to a point ( $9^{\circ}17'54.92''W$  -  $5^{\circ}43'43.74''N$ ); thence a line runs S  $80^{\circ}$  E for 1,409 meters to a point ( $9^{\circ}17'09.85''W$  -  $5^{\circ}43'35.11''N$ ); thence a line runs S  $31^{\circ}$  E for 1,122 meters to a point ( $9^{\circ}16'50.98''W$  -  $5^{\circ}43'04.04''N$ ); thence a line runs N  $82^{\circ}$  E for 187 meters to a point ( $9^{\circ}16'44.95''W$  -  $5^{\circ}43'04.86''N$ ); thence a line runs S  $43^{\circ}$  E for 261 meters to a point on the Wene River ( $9^{\circ}16'39.24''W$  -  $5^{\circ}42'58.61''N$ ); thence a line runs along the Wene River in the Southern direction for 7,992 meters to the confluence of the Cestos and the Wene Rivers; thence a line runs along the Cestos River in the South Western direction for 36,013 meters to a point ( $9^{\circ}28'24.42''W$  -  $5^{\circ}32'22.94''N$ ); thence a line runs N  $15^{\circ}$  W for 42,200 meters to a point ( $9^{\circ}28'58.16''W$  -  $5^{\circ}34'34.59''N$ ); thence a line runs S  $89^{\circ}$  W for 4,896 meters to a point ( $9^{\circ}31'37.37''W$  -  $5^{\circ}34'31.53''N$ ); thence a line runs Due North for 6,033 meters to a point ( $9^{\circ}31'38.32''W$  -  $5^{\circ}37'46.92''N$ ); thence a line runs Due East for 7,077 meters to a point on the Ndo River ( $9^{\circ}27'48.55''W$  -  $5^{\circ}37'46.92''N$ ); thence a line runs along the Ndo River in the Northern direction for 19,114 meters to a point ( $9^{\circ}28'00.79''W$  -  $5^{\circ}44'18.60''N$ ); thence a line runs Due West for 4,058 meters to a point of commencement ( $9^{\circ}30'15.28''W$  -  $5^{\circ}44'16.28''N$ ); embracing 57,262 hectares (Fifty Seven Thousand Two Hundred and Sixty Two) of forest land.

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**A2 – Processing Requirements**

See Section B3.13 (Business Plan).

HOLDER must satisfy the following obligations:

Requirement	Action
<b>Processing Facilities:</b>  <b>Sawmill</b>	US \$ 1,000,000.00 (Install in the first two years)
<b>Minimum Expenditure on Processing Facilities:</b>	<u>US\$ 1,000,000.00</u>

**A3 – Performance Bond**

See 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 \$ 150,000.00

**A4 – Land Rental Bid**

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

The land rental bid in United States dollars is \$ 5.06 per hectare payable annually (each and every year of contract duration) to the Government of Liberia.

**A5 – Other Specific Provisions**



## 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.
- (vii) 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 Contract.
- (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).

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

**BOARD OF DIRECTORS** means the Board of Directors of AUTHORITY.

**BREAST 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.

**BUSHMEAT** 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 inspection 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.

**FEE** 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, spiritual, recreational, educational, scientific, subsistence, or other potential use to a human that exists in the forest environment, not limited to flora, fauna, or micro-organisms.

**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.

**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 halls; and
- (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.

**PLANT AND EQUIPMENT** means the following assets, other than 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, including motor vehicles, used with assets in the above four categories or with **INFRASTRUCTURE**.

**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.

**TIMBER** 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.

## **B2.0 – GRANT**

### **B2.1 – 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

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 and in keeping with conservation laws of Liberia.

(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 honor 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 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 71.

## **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.

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

### **B3.11 – 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 far 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 Forest 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 Plan 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.

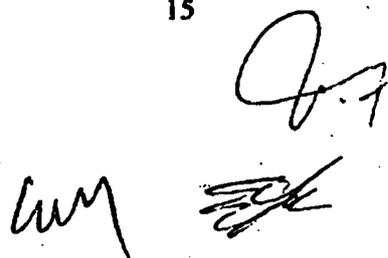
### **B3.13 – Business Plan**

(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 must conform with AUTHORITY's Guidelines for Forest Management Planning.

### **B3.14 – Initial Annual Operational Plan**

(a) Within 90 days before the first annual operating season, HOLDER shall submit to AUTHORITY an initial ANNUAL OPERATIONAL PLAN.

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

### **B3.15 – Initial Performance Bond and First Annual Performance Bond**

(a) Before the deadline set in AUTHORITY Regulation 104-07, Section 61(b), HOLDER 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 Performance Bond as required by AUTHORITY Regulation 104-07, Section 61, and by Section B6.12 of this Contract.

(c) The GOVERNMENT shall return the initial Performance Bond to HOLDER promptly after HOLDER posts the first annual Performance Bond.

### **B3.2 – Responsible Employment and Management Practices**

#### **B3.21 – Safety**

(a) HOLDER shall follow internationally recognized, modern safety precautions in 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.



### **B3.3 – Responsible Environmental Practices**

HOLDER 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.

### **B3.4 – Laws and Regulations**

#### **B3.41 – Governing 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.

#### **B3.43 – Harvesting Practices**

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

#### **B3.44 – 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.

#### **B4.0 – RIGHTS OF HOLDER**

##### **B4.1 – Occupancy of Surface and Easements**

##### **B4.11 – Public Lands Inside Contract 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 easement 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 TIMBER or FOREST PRODUCTS, including customary rights, without permission of the third party.

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

#### **B4.14 – Other Activities Outside of Contract Area**

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

(b) If HOLDER fells MERCHANTABLE TREES anywhere in Liberia and fails to enter the resulting MERCHANTABLE LOGS in the CHAIN OF CUSTODY SYSTEM, HOLDER is in breach of this Contract.

#### **B4.2 – Holder Improvements**

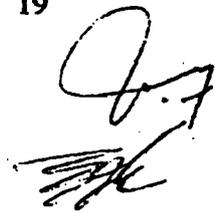
##### **B4.21 – Construction of Improvements**

(a) Section 18.8 of the National Forestry Reform Law of 2006 grants HOLDER rights concerning construction of INFRASTRUCTURE. HOLDER agrees to exercise those rights subject to the requirements in this Contract.

(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. HOLDER shall construct, maintain, and use the improvements in a manner that will not interrupt or interfere with the conduct of AUTHORITY business.

##### **B4.22 – Approval Requirements**

(a) By law, certain improvements require pre-authorization from GOVERNMENT agencies other than AUTHORITY. HOLDER shall secure such authorization before constructing the improvements. Activities affecting private land are subject to Section B4.13 and the prompt payment of fair compensation to any PERSON whose rights are affected.

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

(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.

1.1.1.1

#### **B4.24 - 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 GOVERNMENT upon termination of this Contract. The GOVERNMENT may choose 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 environmentally responsible manner.

(c) The disposition of PLANT AND EQUIPMENT on private land will be based on the terms of the occupancy lease, right-of-way, or easement that allowed use under Section B4.13.

#### **B4.3 - 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 any 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, houses, 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 under 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.

#### **B4.4 - 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 land 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.

## **B4.5 – Holder's Agents**

HOLDER may exercise any of the rights and powers conferred by this Contract through AGENTS, subject to this Section.

(a) HOLDER's use of AGENTS does not excuse HOLDER of any of its obligations or liabilities under this Contract. AGENTS must satisfy the same performance requirements, in all respects, as HOLDER.

(b) HOLDER shall not use AGENTS that are on the debarment list kept under the Public Procurement and Concessions Act; that are on the lists of debarred or suspended PERSONS kept under Part II of AUTHORITY Regulation 103-07, on Bidder Qualifications; that are ineligible under Section 22 of that Regulation; or that have voluntarily excluded themselves from eligibility for forest licenses.

(c) HOLDER shall not sell or otherwise give possession of TIMBER to any PERSONS that are on the debarment list kept under the Public Procurement and Concessions Act; that are on the lists of debarred or suspended PERSONS kept under Part II of AUTHORITY Regulation 103-07, on Bidder Qualifications; that are ineligible under Section 22 of that Regulation; or that have voluntarily excluded themselves from eligibility for forest licenses.

(d) In using AGENTS other than natural PERSONS to take on forest management, planning, tree felling, wood processing, or product marketing responsibilities, HOLDER shall only use AGENTS that satisfy the prequalification criteria in Schedule I of AUTHORITY Regulation 103-07, on Bidder Qualifications.

(e) HOLDER shall not use transfer pricing, payments not consistent with the value of services or goods rendered, false fronts, money laundering, or other subterfuges to transfer control, profit, or benefits resulting from this Contract to PERSONS not qualified to act as AGENTS under this Section.

(f) HOLDER shall use due diligence to assure compliance with the requirements of this Section. Upon request of AUTHORITY, HOLDER shall present evidence of its actions to assure compliance and shall take any additional reasonable steps requested by AUTHORITY, including obtaining sworn statements or certifications from AGENTS and other covered PERSONS.

## **B5.0 – REPRESENTATIVES AND COMMUNICATIONS**

### **B5.1 – Holder's Representatives**

(a) HOLDER shall, before commencing operations under this Contract, furnish, in writing, to AUTHORITY and the Ministry of Finance, the name of the Local Resident Manager under whose supervision HOLDER intends to conduct operations and who is authorized to receive notices in regard to performance under this Contract and take related action. HOLDER shall give AUTHORITY written notice of any change in the name or address of the Local Resident Manager, or other supervising personnel, at least 14 days in advance of such change.

(b) **HOLDER's Local Resident Manager shall designate, in writing, a Field Supervisor. The Field Supervisor shall provide on-the-ground direction and supervision of HOLDER's operations and shall be readily available to the CONTRACT AREA when 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.**

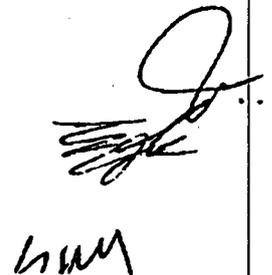
**FDA Representative shall remain readily available to the CONTRACT AREA.**

**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.**

### **B5.3 – Government Inspection**

**HOLDER consents to the GOVERNMENT, or any designated representative of GOVERNMENT, conducting reasonable inspections of the CONTRACT AREA, any premises 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) Examination of office records relating to HOLDER's activities and operations under this Contract;**

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

(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 representative.

(c) Cables, telegrams, faxes, and other forms of electronic notice are effective only 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 103-07, Section 1(j)); and

(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 recordkeeping 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

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**GOVERNMENT** may presume that copies are correct and complete, and **HOLDER** waives any hearsay or best evidence objection to the use of records 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, **GOVERNMENT**, through an authorized representative and during normal working hours, may conduct annual audits 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 OPERATIONAL 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 security.

#### **B5.53 – Other Reporting Requirements**

(a) **HOLDER** shall keep **CONTRACTING OFFICER** fully and regularly informed as to **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**.

(c) 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.

### **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 workmanlike and orderly manner.

(d) HOLDER shall complete erosion 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 regulations.

(c) The ANNUAL OPERATIONAL PLAN must be consistent with the Forest 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 all anticipated uses of public or private land outside of the CONTRACT AREA. AUTHORITY shall not approve activities outside of the CONTRACT AREA unless they are 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 contain the Annual Coupe Plan.

(g) Within 60 days of receiving from HOLDER (i) the proposed ANNUAL OPERATIONAL 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 these markets.

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

### **B6.12 – 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 level 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 Bond in the amount set in the preceding paragraph.

(c) The HOLDER shall not fell trees under an ANNUAL OPERATIONAL PLAN before the HOLDER has deposited the applicable Performance Bond.

(d) Each Performance Bond must be issued in favor of the GOVERNMENT, warranting that HOLDER shall faithfully and promptly commence operations and comply 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 GOVERNMENT 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 not act as the HOLDER's insurer or indemnifier, the Performance Bond must allow AUTHORITY, after any GOVERNMENT claims are satisfied, to draw upon the Performance Bond when ordered by a court to assure payment of third-party claims against HOLDER for compensation of employees, redress of injuries, or return of property, as provided under the National Forestry Reform Law of 2006, Section 5.1(e).

(g) If the Performance Bond is drawn upon or otherwise loses value, the HOLDER shall, within 30 days, replace the Performance Bond or restore the Performance Bond to the required value. If HOLDER fails to replace or restore the bond in time, HOLDER shall stop felling 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 OPERATIONAL 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.

#### **B6.15 – Five-Year Forest Management Plan**

(a) HOLDER shall submit to AUTHORITY a new Five-Year Forest Management Plan at least 90 days before the expiration of the current Five-Year Forest Management Plan.

(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 Harvesting 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 TIMBER theft including surveillance and demarcation and maintenance of boundaries;**

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

(iii) **A description of the methods HOLDER will employ to train and motivate AGENTS 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 annually on a sustainable basis. HOLDER shall base this projection on reliable data, applying generally accepted forest management techniques.**

(e) **Within 60 days of receiving from HOLDER the Five-Year Forest Management Plan, AUTHORITY shall approve or deny the Plan.**

#### **B6.16 – Social Agreements**

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

(b) **A Social Agreement negotiated under this Contract must have a duration of five years.**

(c) **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.**

#### **B6.17 – 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 B3.11.**

(b) **AUTHORITY may order HOLDER to submit revisions to the Forest Management Plan to account for new information or changed circumstances. In that case, HOLDER shall revise the Plan within 90 days of receiving AUTHORITY's order.**

(c) **When HOLDER submits a revision of its Strategic Forest Management Plan, HOLDER shall include any revisions to its Five-Year Management Plan or Business Plan necessary to make those documents consistent with the revised Strategic Forest Management Plan.**

(d) If a revision triggers environmental impact study requirements under the law, HOLDER shall comply with those requirements in a timely fashion.

(e) If HOLDER submits Plan revisions under this Section of this Contract, AUTHORITY shall accept or reject the revisions within 90 days.

### **B6.18 – Infrastructure and Works**

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

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

(c) In the event that AUTHORITY is unable to inspect the installation within 15 days of HOLDER's request, AUTHORITY shall notify HOLDER in writing of the necessity for postponement and provide a time when inspection may proceed.

(d) In conducting inspections, AUTHORITY shall apply the procedures, if any, in the Liberia 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 either of acceptance or of WORK remaining to be done.

(e) Acceptance of HOLDER's WORK relieves HOLDER of further contractual obligations related to the inspected WORK, with the exception of roads and erosion control devices.

(i) HOLDER is responsible for maintaining erosion control devices for 5 years from the date of acceptance or until the Termination Date set at the beginning of this 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 beginning of this Contract.

(f) Until HOLDER gains AUTHORITY's acceptance for WORK, HOLDER remains liable for repair or completion of the WORK, regardless of time elapsed.

## **B6.2 – Timber Specifications**

### **B6.21 – Merchantable Trees**

All MERCHANTABLE 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 Establishing a Chain of Custody.

### **B6.22 – Minimum Diameter Limit**

(a) HOLDER shall not cut or fell for commercial use any growing tree smaller than 60 cm diameter at BREAST HEIGHT.

(b) Regardless of the size of the tree, CONTRACTING OFFICER may permit, or require, 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) TIMBER from standing trees damaged without negligence, including TIMBER from standing trees damaged by catastrophe; and
- (iii) TIMBER from standing trees unnecessarily damaged or negligently or willfully cut.

### **B6.23 – Felling and Utilization Standards**

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

### **B6.24 – Tree Clearing**

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

### **B6.25 – 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 necessary for HOLDER's operations and activities. Facilities constructed must

remain in the CONTRACT AREA and become property of the GOVERNMENT upon termination of this Contract.

### **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 – Damage to Trees**

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

### **B6.33 – Protection of Land Survey Monuments**

HOLDER 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 damaged by HOLDER's operations, HOLDER shall hire a land surveyor to reestablish or restore at the same location the monuments, corners, or accessories.

### **B6.34 – Protection Measures for Plants, Animals, and Cultural Resources**

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

(c) If additional areas, resources, or species are identified before and during duration 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 B8.6, if CONTRACTING OFFICER determines there is risk of damage to such areas, resources, 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 skid trails approved Section B6.4. Nor shall HOLDER fell trees in any area identified as requiring special protection measures.

(e) 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 bear costs of resource evaluation and restoration to identified sites. Such payment does not relieve HOLDER of any civil or criminal liability otherwise provided by law.

### **B6.35 – Wildlife Management and Protection**

(a) HOLDER shall comply with the requirements contained in the Liberia Code of Forest 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 Termination Date.

(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 products storage 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.

## **B6.4 – Practice of Silviculture**

### **B6.41 – Conduct of Logging**

(a) HOLDER shall fell trees in compliance with the approved ANNUAL OPERATIONAL PLAN.

(b) HOLDER shall comply with the requirements contained in the Liberia Code of Forest Harvesting Practices.

(c) 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 scale LOGS that cannot be measured accurately and safely.

### **B6.42 – Reforestation**

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

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

## **B6.5 – 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.

## **B6.6 – Fire Precautions and Control**

(a) HOLDER shall take all necessary measures to prevent and control fires and shall notify 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.

#### **B6.61 – Fire Control**

HOLDER shall, both independently and in cooperation with AUTHORITY, take all reasonable and practicable action to prevent and suppress fires on or off the CONTRACT 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***

*All Holders of Forest Resources 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.

(c) HOLDER shall prevent LOGS from being processed or exported before HOLDER has paid the log stumpage fees.

## **B7.13 – 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 Fees.

(b) HOLDER shall pay an annual area fee to the GOVERNMENT as required under Section 33 of AUTHORITY Regulation 107-07, on Certain Forest Fees. For purposes of calculating the area fee, the land subject to this Contract is the adjusted area determined under Section B7.11 (a).

(c) 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 purposes of applying that section, the ANNUAL OPERATIONAL PLAN contains the annual coupe plan.

## **B7.14 – Forest Product Fees**

HOLDER shall pay forest product fees to the GOVERNMENT in the amounts and at the times established by Part IV of AUTHORITY Regulation 107-07, on Certain Forest Fees.

## **B7.2 – Other Payment Rates**

### **B7.21 – Timber Cut Through Mistake**

Standing trees smaller than the minimum diameter limit specified in Section B6.22, cut by HOLDER through mistake and included by CONTRACTING OFFICER, shall be removed and paid for by HOLDER at the LOG stumpage fee rate.

### **B7.22 – Timber Damaged Without Negligence**

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

### **B7.22 – Timber Damaged Without Negligence**

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

### **B7.23 – Timber Unnecessarily Damaged 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 Felling 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.

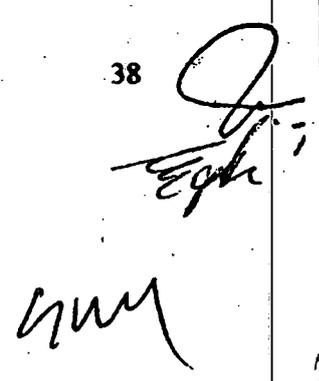
### **B7.25 – Liquidated Damages**

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 Fees. Payments will be credited on the business day that the keeper of the account receives payment.

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### **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) **FEES** are due as stated in **AUTHORITY Regulation 107-07**, on Certain Forest Fees.

(c) The annual Land Rental Bid payment is due on the dates stated in Section B7.11(b); however, if **AUTHORITY** fails to give **HOLDER** written notice of the amount due at least 15 days before the due date, payment is due 15 days after **AUTHORITY** gives **HOLDER** that notice and provides a written copy to the Ministry of Finance.

### **B7.33 – Payment Guaranteed by Bond or Deposited Securities**

(a) As noted in Sections B3.15 and B7.34, the **GOVERNMENT** may draw on **HOLDER's** 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.

### **B7.34 – Payments Not Received**

The provisions of this Section apply unless Part VI of **AUTHORITY Regulation 107-07**, on Certain Forest Fees, or some other applicable law is more stringent.

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

(b) Failure to pay amounts due within 30 days of the date due is a breach of this Contract.

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

(i) **AUTHORITY** shall assess and the **GOVERNMENT** shall collect a penalty of five percent.

(ii) The **GOVERNMENT** 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 accrual of further interest.

(iii) On amounts past due more than 60 days, **AUTHORITY** shall assess and the **GOVERNMENT** shall collect interest at the standard interest rate published by the Central Bank, 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 Section if HOLDER in arrears 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 amounts.
- (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, and
  - (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 required stumpage fees or forest products fees, AUTHORITY may terminate the Contract or suspend the Contract until the amounts are paid.

### **B8.0 – 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.

### **B3.3 – 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.

(c) CONTRACTING OFFICER's decision shall be consistent with law and shall be based on strict interpretation of Contract requirements and the established facts concerning the CLAIM.

(d) CONTRACTING OFFICER shall prepare a written decision and furnish a copy to HOLDER. The decision of CONTRACTING OFFICER shall be final and conclusive, if, within 45 days from receipt, HOLDER fails to appeal the decision to an appropriate Liberian court.

### **B3.31 – Contract Documents**

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

- (a) Specific Provisions (Part A)
- (b) General Provisions (Part B)
- (c) Metes and bounds descriptions
- (d) CONTRACT AREA maps
- (e) Plans, such as erosion control and fire precautions and control
- (f) Agreements between HOLDER and AUTHORITY, as authorized under this Contract
- (g) Engineering plans:
  - (i) Figured dimensions over scaled dimensions
  - (ii) Large scale plans over small scale plans
  - (iii) Lists and/or tables in plans over any conflicting notations on plans
  - (iv) Shop drawings
- (h) Standard specifications
- (i) All other referenced or appended documents.

### **B3.4 – Title and Liability**

#### **B3.41 – Title Passage**

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

## **B8.42 – 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 cause, 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 negligence.

## **B8.5 – 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 party, 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 modify this Contract, in whole or in part:

(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;

(iii) To conduct 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 majeure under Section B8.5.

### **B8.7 - 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 notice to suspend **HOLDER's** operations shall be written, except oral notices of suspension may be given if such breach constitutes an immediate threat to human life or a threat of immediate and irreparable damage to **FOREST RESOURCES**. Such oral suspension notice may be given to **HOLDER's** **WORK** supervisor or, in **WORK** supervisor's absence, to those performing the operation. An oral suspension notice shall be promptly followed by telephone notice and a written explanation from **CONTRACTING OFFICER** to **HOLDER**.

Immediately 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 conditions permit.

Upon receipt of oral or written notice of such breach, **HOLDER** shall remedy the breach within 30 days, except under emergency conditions when action should not be delayed to prevent major damage.

### **B8.71 - Failure to Execute Contract**

This Contract is open for signing for only 90 days after the **AWARD NOTICE DATE**, unless **CONTRACTING OFFICER** gives a written extension of time. **CONTRACTING OFFICER** shall terminate this Contract in its entirety in the event that **HOLDER** fails to submit 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 Performance Bond in a timely fashion, liquidated damages shall be equivalent to the Bidder's Bond amount.

## **B8.72 - Termination for Breach**

**CONTRACTING OFFICER**, with concurrence from **BOARD OF DIRECTORS**, shall terminate this Contract in its entirety in the event that **HOLDER** commits any of the following breaches of the Contract and is unable to or fails to satisfactorily remedy them:

- (a) **HOLDER** fells trees prior to the **FELLING EFFECTIVE DATE**;
- (b) **HOLDER** fells trees not covered by a valid **ANNUAL HARVESTING CERTIFICATE**;
- (c) **HOLDER** fails to complete all **PRE-FELLING OPERATIONS** within one year of the **CONTRACT SIGNING DATE**;
- (d) **HOLDER** abandons operations for a period of 1 year or more;
- (e) **HOLDER** significantly fails to meet the requirements of an approved **ANNUAL OPERATIONAL PLAN**;
- (f) **HOLDER** assigns to a third-party, in whole or part, rights held under this Contract without the consent of **AUTHORITY**;
- (g) **HOLDER** goes into bankruptcy or liquidation, whether voluntary or involuntary (other than for the purpose of reorganization), or if a receiver is appointed, or if **HOLDER** fails to maintain its status as a corporate entity lawfully able to do business in Liberia;
- (h) **HOLDER** fails to comply with any final decision of a Liberian court of competent jurisdiction in a controversy between **HOLDER** and the **GOVERNMENT**;
- (i) **HOLDER** fails to meet any **MONETARY OBLIGATIONS**, including payment of bids or **FEES** to the **GOVERNMENT** or payments to local communities, in a timely fashion;
- (j) **HOLDER** fails to remedy a material breach of contract within time limits stated in Section **B&T** of this Contract;
- (k) **HOLDER** has engaged in a pattern of activity that demonstrates flagrant disregard for the terms of this Contract, such as, but not limited to, repeated suspensions for breach, causing undesignated standing trees or **TIMBER** to be unnecessarily damaged or negligently or willfully cut, or causing other serious environmental degradation or resource damage;
- (l) **HOLDER** fails to meet the requirements of the annual contract audit;
- (m) **HOLDER** fails to comply with any provisions of law or any regulations promulgated thereunder;
- (n) **HOLDER** willfully or intentionally wastes any **FOREST PRODUCT** for financial gain;
- (o) **HOLDER** intentionally removes any **TIMBER, FOREST PRODUCTS**, or natural resources not provided for in this Contract without written approval by **CONTRACTING OFFICER**;
- (p) **HOLDER** misrepresents to the **GOVERNMENT** any facts material to the issuance or use of this Contract;
- (q) **HOLDER** is convicted for violation of criminal statutes or civil standards, orders, permits, or other regulations for environmental protection issued by a **GOVERNMENT** agency, county agency, or political subdivision thereof;
- (r) **HOLDER** fails to comply with a **Social Agreement**; or
- (s) **HOLDER** or its senior officers are convicted for violation of criminal statutes, civil standards, or any other offense indicating a lack of business integrity or honesty that seriously and directly affects the responsibility of **HOLDER**; including:

(i) Intentional misclassification or mislabeling of FOREST PRODUCTS for any purpose;

(ii) Payment of a bribe, gratuity, facilitation money, or kickback; or the granting of a gift, boon, or favor beyond the scope of ordinary courtesy or hospitality to secure or avoid a GOVERNMENT action relating to FOREST RESOURCES;

(iii) Theft, forgery, bribery, embezzlement, falsification or destruction of records, making false statements or misrepresentations, smuggling or other trade-related crimes, or receiving stolen property;

(iv) Fraud, tax evasion, or violation of AUTHORITY Regulation 104-07, on Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits;

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

(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.

### **B8.73 – 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 90 days or such extended time that CONTRACTING OFFICER allows, to remedy breach, if possible, 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 Contract.

(c) If HOLDER suspends operations, but fails to remedy the breach within 90 days or such extended time as is allowed, CONTRACTING OFFICER shall proceed to termination of this Contract.

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

(i) If HOLDER 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 prosecuted its CLAIM.

(e) Upon termination by CONTRACTING OFFICER, every right of HOLDER shall cease and HOLDER shall be liable for damages or any other obligations to the GOVERNMENT under this Contract.

(f) In addition to any outstanding damages and contract obligations, AUTHORITY shall charge HOLDER liquidated damages due to termination equivalent to total Land Rental Bid Fees for 1 year, which is the estimated time necessary to re-offer and sell the Forest Management Contract.

### **B8.8 – Periodic and Other Reviews**

HOLDER's operations are subject, under Section B5.3 of this Contract, to regular and routine monitoring undertaken by AUTHORITY staff and accredited third-party

independent monitoring organizations. AUTHORITY may also conduct or allow other reviews to assure compliance with applicable requirements.

### **B8.81 – Annual Compliance Audit**

(a) AUTHORITY shall convene an ad hoc Contract Audit Committee to promptly complete an annual contract including each specific and general provisions audit 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 audited 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:

(i) 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;

(v) Availability and accessibility 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.

### **B8.83 – Five-Year Social Responsibility Review**

AUTHORITY 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 HOLDER's relations with local communities and compliance with social agreements. HOLDER shall cooperate in the review at the Committee's request.

### **B8.84 – Additional Audits**

(a) The GOVERNMENT reserves the right to allow unscheduled third party and civil society monitoring of HOLDER's contract operations. Monitoring organizations shall have access to all financial records, management plans, and ANNUAL OPERATIONAL PLANS to facilitate monitoring activities. The GOVERNMENT shall not extend access to any civil society monitoring organization until the monitoring organization agrees, in writing, to not publish any confidential business information protected under Section 18.15 of the National Forestry Reform Law of 2006 without written consent from HOLDER.

(b) If HOLDER 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 AUTHORITY for the cost of conducting additional field audits to measure compliance.

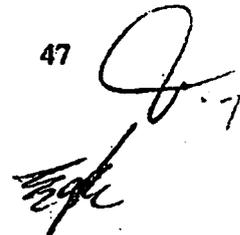
### **B8.9 – Settlement and Contract Closure**

#### **B8.91 – Settlement**

If obligations of HOLDER have not been fully discharged by termination date, AUTHORITY may use the Performance Bond or retain any money advanced or deposited hereunder and apply such funds toward unfulfilled obligations of HOLDER without prejudice to any other rights or remedies of AUTHORITY.

#### **B8.92 – Contract Closure**

CONTRACTING OFFICER shall give written notice to HOLDER when HOLDER has complied with the terms of this Contract. HOLDER shall be paid any refunds due from overpayments.



**SIGNATURE PAGE**

In witness of their agreement, **AUTHORITY** and **HOLDER** now execute this Contract, which shall be effective upon signature by the President of the Republic of Liberia and ratification by the Legislature of the Republic of Liberia:

Witness:  
Sagbeh, Benedict K.  
(Name)  
Forestry Development Authority  
Conge Town, Monrovia, Liberia  
(Address)

By: [Signature]  
Managing Director, Forestry Development  
Authority  
Monrovia, Liberia

Witness:  
PRESTON DAVIS  
(Name)  
Old Rd  
(Address)

By: [Signature]  
General Manager  
EJ & J Investment Corporation  
Corner of Carey & Clay Streets  
Monrovia, Liberia

Witness:  
Rupinjit - ROBERT NEAL  
(Name)  
Ministry of Finance  
(Address)

By: [Signature]  
Minister of Finance  
Ministry of Finance, Broad Street  
Monrovia, Liberia

Witness:  
[Signature] Joseph Jallah  
(Name)  
Ministry of Justice  
(Address)

By: [Signature]  
Minister of Justice  
Ministry of Justice, Ashmun & Center Sts.  
Monrovia, Liberia

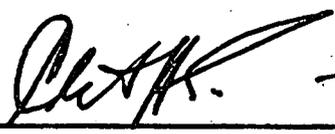
APPROVED BY: [Signature]  
President, Republic of Liberia

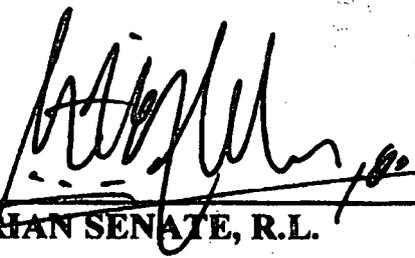
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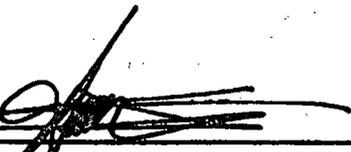
2009

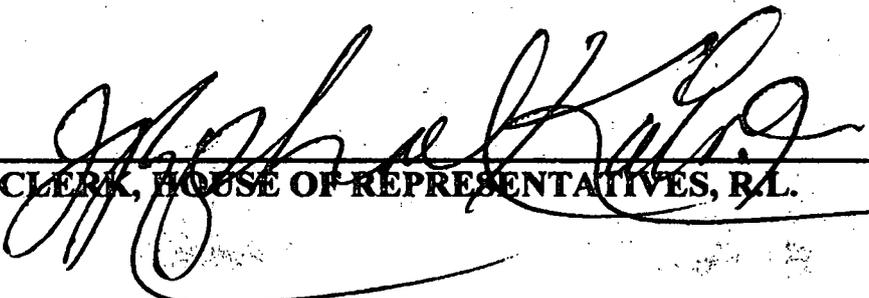
**ATTESTATION TO:**

**"AN ACT RATIFYING THE FOREST MANAGEMENT CONTRACT AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND EJ & J INVESTMENT CORPORATION"**

PP  - PRESIDENT PRO-TEMPORIS  
\_\_\_\_\_  
VICE PRESIDENT OF THE REPUBLIC OF LIBERIA/PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
SECRETARY, LIBERIAN SENATE, R.L.

  
\_\_\_\_\_  
SPEAKER, HOUSE OF REPRESENTATIVES, R.L.

  
\_\_\_\_\_  
CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.

2009

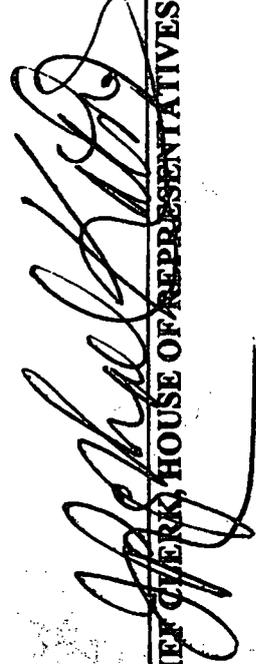
FOURTH SESSION OF THE FIFTY-SECOND  
LEGISLATURE OF THE REPUBLIC OF LIBERIA

HOUSE'S ENGROSSED BILL NO.5 ENTITLED:

"AN ACT TO RATIFYING THE FOREST MANAGEMENT  
CONTRACT AREA "B" IN RIVERCESS COUNTY  
BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED  
& J INVESTMENT CORPORATION"

On motion, Bill read. On motion, the Bill was adopted on its  
first reading and sent to Committee Room on Tuesday, March  
3, 2009 @ 12:00 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 @ 14:00  
GMT.

  
CHIEF CLERK, HOUSE OF REPRESENTATIVES

2009

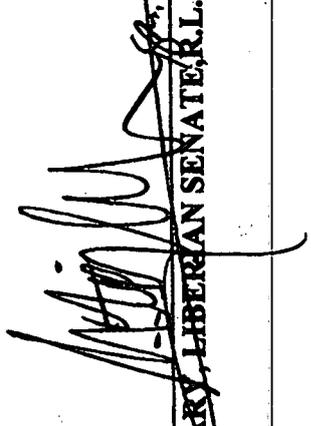
FOURTH SESSION OF THE FIFTY-SECOND  
LEGISLATURE OF THE REPUBLIC OF LIBERIA

SENATE'S ENDROSEMENT TO HOUSE'S ENGROSSED  
BILL NO. 5 ENTITLED:

AN ACT TO RATIFYING THE FOREST MANAGEMENT  
CONTRACT AREA "B" IN RIVERCESS COUNTY  
BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED  
BY THE FORESTY DEVELOPMENT AUTHORITY AND EJ  
& J INVESTMENT CORPORATION"

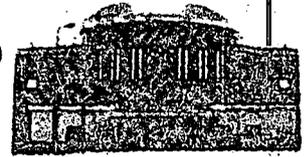
On motion, Bill read. On motion, the Bill was adopted on its  
first reading and sent to Committee Room on Tuesday, March  
24, 2009 @ 12:48 GMT.

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.



REPUBLIC OF LIBERIA  
**THE HONORABLE HOUSE OF REPRESENTATIVES**  
 Capitol Building  
 P.O. Box 9005  
 Monrovia, Liberia



2009

**FOURTH SESSION OF THE FIFTY-SECOND LEGISLATURE OF  
 THE REPUBLIC OF LIBERIA**

**SCHEDULE OF THE HOUSE'S ENROLLED BILL NO. 4 ENTITLED:**

**"AN ACT RATIFYING THE FOREST MANAGEMENT CONTRACT  
 AREA "B" IN RIVERCESS COUNTY BETWEEN THE REPUBLIC  
 OF LIBERIA REPRESENTED BY THE FORESTRY  
 DEVELOPMENT AUTHORITY AND EJ & J INVESTMENT  
 CORPORATION"**

**PRESENTED TO THE PRESIDENT OF THE REPUBLIC OF LIBERIA  
 FOR EXECUTIVE APPROVAL.**

RECEIVED THIS 27 DAY OF May A.D. 2009

AT THE HOUR OF 4:45 P.M.

  
 \_\_\_\_\_  
**THE PRESIDENT OF THE REPUBLIC OF LIBERIA**

