



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

**APPROVED MAY 27, 2009**

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

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

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 "A" IN LOFA AND GBARPOLU COUNTIES BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND ALPHA LOGGING & WOOD PROCESSING INCORPORATED,"** 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 "A" IN LOFA AND GBARPOLU COUNTIES BETWEEN THE REPUBLIC OF LIBERIA REPRESENTED BY THE FORESTRY DEVELOPMENT AUTHORITY AND ALPHA LOGGING & WOOD PROCESSING INCORPORATED," shall also be cited as the **FOREST MANAGEMENT CONTRACT BETWEEN THE REPUBLIC OF LIBERIA AND ALPHA LOGGING & WOOD PROCESSING INCORPORATED"**

**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 ALPHA LOGGING & WOOD PROCESSING INCORPORATED"** shall be carried to full completion unless otherwise modified, amended, or repealed.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.**

# 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 "A"***  
***Lofa and Gbarpolu Counties***

### ***HOLDER:***

***Alpha Logging & Wood Processing Incorporated***  
***Lara Building, Suite 32,***  
***Randall Street, Monrovia, Liberia***

**September. 2008**

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*John*  
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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 ALPHA LOGGING AND WOOD PROCESSING INCORPORATED, a company duly organized, existing, and doing business under the Laws of the Republic of Liberia, hereinafter referred to as the **CONTRACT HOLDER, OR HOLDER**.

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

**Now, THEREFORE, AUTHORITY and HOLDER agree as follows:**

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*[Handwritten signatures]*

Creek ( $9^{\circ}58'54.79''\text{W}-7^{\circ}15'52.78''\text{N}$ ); thence a line runs Due South for 8,814 meters to a point ( $9^{\circ}58'52.52''\text{W}-7^{\circ}11'07.07''\text{N}$ ); thence a line runs S  $54^{\circ}$  E for 5,147 meters to a point ( $9^{\circ}56'38.06''\text{W}-7^{\circ}09'26.92''\text{N}$ ); thence a line runs N  $88^{\circ}$  E for 4,854 meters to a point on the Saint Paul River ( $9^{\circ}53'59.69''\text{W}-7^{\circ}09'32.41''\text{N}$ ); thence a line runs Due North for 8,919 meters to a point ( $9^{\circ}53'58.17''\text{W}-7^{\circ}14'21.25''\text{N}$ ); thence a line runs Due East for 10,891 meters to a point ( $9^{\circ}48'02.43''\text{W}-7^{\circ}14'22.25''\text{N}$ ); thence a line runs S  $1^{\circ}$  E for 2,324 meters to a point on the Via River ( $9^{\circ}48'01.74''\text{W}-7^{\circ}13'06.31''\text{N}$ ); thence a line runs along the Via River in the South Western direction for 2,848 meters to the confluence of the Via and the Saint Paul Rivers; thence a line runs along the Saint Paul River in the North Eastern direction for 49,874 meters to the point of commencement ( $9^{\circ}31'26.78''\text{W}-7^{\circ}19'48.29''\text{N}$ ), embracing (One Hundred and Nineteen Thousand Two Hundred and Forty) 119, 240 hectares of forest land.

2W

*[Handwritten signatures]*

## A2 - Processing Requirements

See Section B3.13 (Business Plan).

HOLDER must satisfy the following obligations:

Requirement	Action
<b>Processing Facilities:</b>	
Sawmill	US \$ 2,500,000.00 (Install in the first three years)
Plywood Mill/Vineer	US \$ 22,000,000.00 (Install in the first three years)
<b>Minimum Expenditure on Processing Facilities:</b>	<u>US\$ 24,500,000.00</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 \$ 250,000.00

## A4 - Land Rental Bid

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

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

## A5 - Other Specific Provisions



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**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.

*[Handwritten signatures]*

(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**

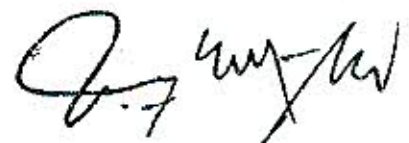
**AUTHORITY** grants **HOLDER** the license to harvest **TIMBER** within the confines of the **CONTRACT AREA** (see Specific Provision A1). This license is contingent on adherence to the terms of this Contract. **HOLDER**'s harvests must be consistent with sustainable management of **FOREST RESOURCES** 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



(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.

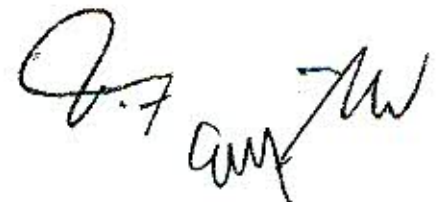
### **B3.13 – Business Plan**

(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.

A handwritten signature in black ink, appearing to be 'J. F. [unclear]'. The signature is written in a cursive style and is located in the bottom right corner of the page.

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.

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) 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.

#### 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.

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

*[Handwritten signatures and initials]*

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.



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



#### **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.

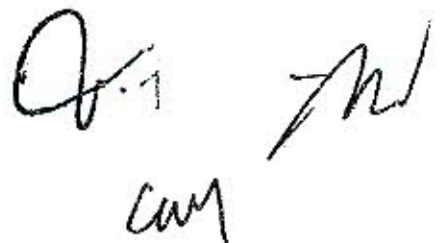
(b) A Social Agreement negotiated under this Contract must have a duration of five years.

(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.

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## **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.

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### **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.

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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

- (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;

   
UIM

(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.

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J.M.  
G.M.

(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.

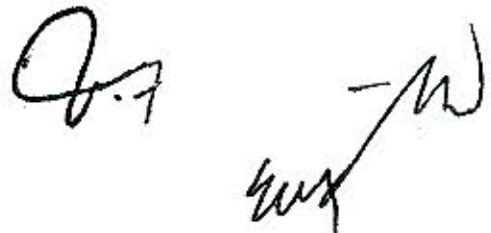
### **B8.9 – Settlement and Contract Closure**

#### **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.

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2009

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

HOUSE'S ENGROSSED BILL NO.6 ENTITLED:

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

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

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

  
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. 6 ENTITLED:

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

On motion, Bill read. On motion, the Bill was adopted on its  
first reading and sent to Committee Room on Tuesday, March  
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.



Office of the Chief Clerk

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. 5 ENTILED:

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

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 4:40 p.m.

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