

## REPUBLIC OF LIBERIA) MONTSERRADO COURTY

#### THE PORESTRY DEVELOPMENT CONTRACT DEVELOPMENT CONSTRY AND DANCE FOR HARVIETING OF 263 HECTARES OF FORESTLAND CONSTRUCTION MINES ROAD, BONG CONNTY, LIBERIA

**THES CONTRACT** made and entered into this  $|H|^{\psi_h}$  day of  $|f_h|^{\psi_h}$  (by an end between the Government of Liberia, through the Forestry Development Authority, hereinafter referred to as the Authority, represented by its Managing Director, John T. Woods, and DANCO, a day registered corporation under the laws of Liberia, represented by its Chief Executive Officer, Managing Cooper, hereby;

## WITNESSETH:

WHEREAS, the Authority is statutorily responsible for the sustainable management and use of all conceptions of forest resources;

WHEREAS, Monica Cooper is private citizen of Liberia and owner of a tract of 203 hectares of forested land lying on the Bong Mines Road;

**WHEREAS**, Monica Cooper is desirous of commercializing harvestable tree species on said tract of **the standard states** and the granting of Letter of Authority to FDA to commission this project;

**WHEREAS**, the Authority having examined Monica's application declares Monica qualified for **Constants** of a Private Use Permit in keeping with Section 5.6 of the NFRL;

THEREFORE, for and in consideration of the mutual promises and agreements herein at the parties do hereby agree as follows:

#### Contract Objective

To here were handable tree species from 203 hectares of tract of land herein called Maxica Cooper's farm

- b. To create alternative uses of the tract of land after harvesting of trees
- To create employment for about 35-50 locals of the contract are and surrounding towns and villages.

#### **Contract Duration**

The contract shall be for two (2) years.

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## **Chain of Custody System**

The Chain of Custody System using SGS/Helveta equipment and software will apply during the life and implementation of this contract.

### Land Rental & Stompage Tax

Consistent with Section 5.7(b) of the National Forestry reform Law of 2006, the Company shall not be charged to pay land rental tax. However, stumpage shall be paid consistent with Section 5.7 (c) above and also consistent with Section 22(b) of Regulation 107-07.

Republic of Liberia Montserrado County



Office of the Notary Public Monrovia, Liberia

# NOTARY CERTIFICATE

THIS CONTRACT MADE AND ENTERED INTO BY AND BETWEEN THE GOVERNMENT OF LIBERIA, THROUGH THE FORESTRY DEVELOPMENT AUTHORITY, KNOWN REFERRED TO AS THE ("AUTHORITY BY & THRU ITS MANAGING DIRECTOR, JOHN T. WOODS AND DANCO COR. THRU ITS CHEIF EXECUTIVE OFFICER, ALLOF THE CITY OF MONROVIA, REFUBLIC OF LIBERIA.

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

Therefore, J. S. PETER DOEK PAR Notary Public Aforesaid have attached my official signature and Notary Soal to avail when And where necessary.

I have affixed my genuine signature attesting To this transaction by the power vested in me This. . WIRday of ... APRIL ... A.D. 2009...

SEÆT

- a. Posting US\$5000.00, which is, one fifth of performance bond for TSC category
- b. Submission of initial annual operations plan
- c. Environmental Impact Assessment

#### Employment

Recruitment and employment by the Company shall be consistent with Labor Law of Liberia and International Labor Organization.

#### Termination

This contract shall be terminated if the company upon notice of breach of any term of this Contract fails to remedy said breach within a period of (60) sixty days.

## 9. Force Majeure

In the event of force majeure, which causes either party from meeting its obligations herein stated, the Contract shall be suspended as long as the force majeure continues.

## Duty of Care

The Authority shall ensure that the Company maintains environmental quality of the cutting area and comply with all other conditions consistent with the Liberia Code of Harvesting Practices to include:

## Water cususe protection

itemus and other waterways by disposal of wastes

Liberia including but not limited to the National Forestry Reform Law and regulation governing Chain of Custody will prevail.

#### 12.

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## Binding Effect

This Agreement is binding on the parties, their successors-in-office as if they were physically present at execution of this instrument.

In witness whereof, we have affixed our signatures on the day and date first mentioned above.

Witness

Witness

GWK Nyales

For the Authority

John T. Woods/Managing Director

For the Company

Monica Cooper