

Republic of Liberia
Forestry Development Authority

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***CONTRACT TO MANAGE TIMBER SALE
AREA: A – 6***

***BOKOMU & FAUMAH DISTRICTS
GBARPOLU & BONG COUNTIES***

Holder: **B & V TIMBER COMPANY**
Vincent Compound, Brewerville
Montserrado County
Liberia

JUNE 2008

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PART A – SPECIFIC PROVISIONS

A1 – Location and Area Applicable to B2.1.

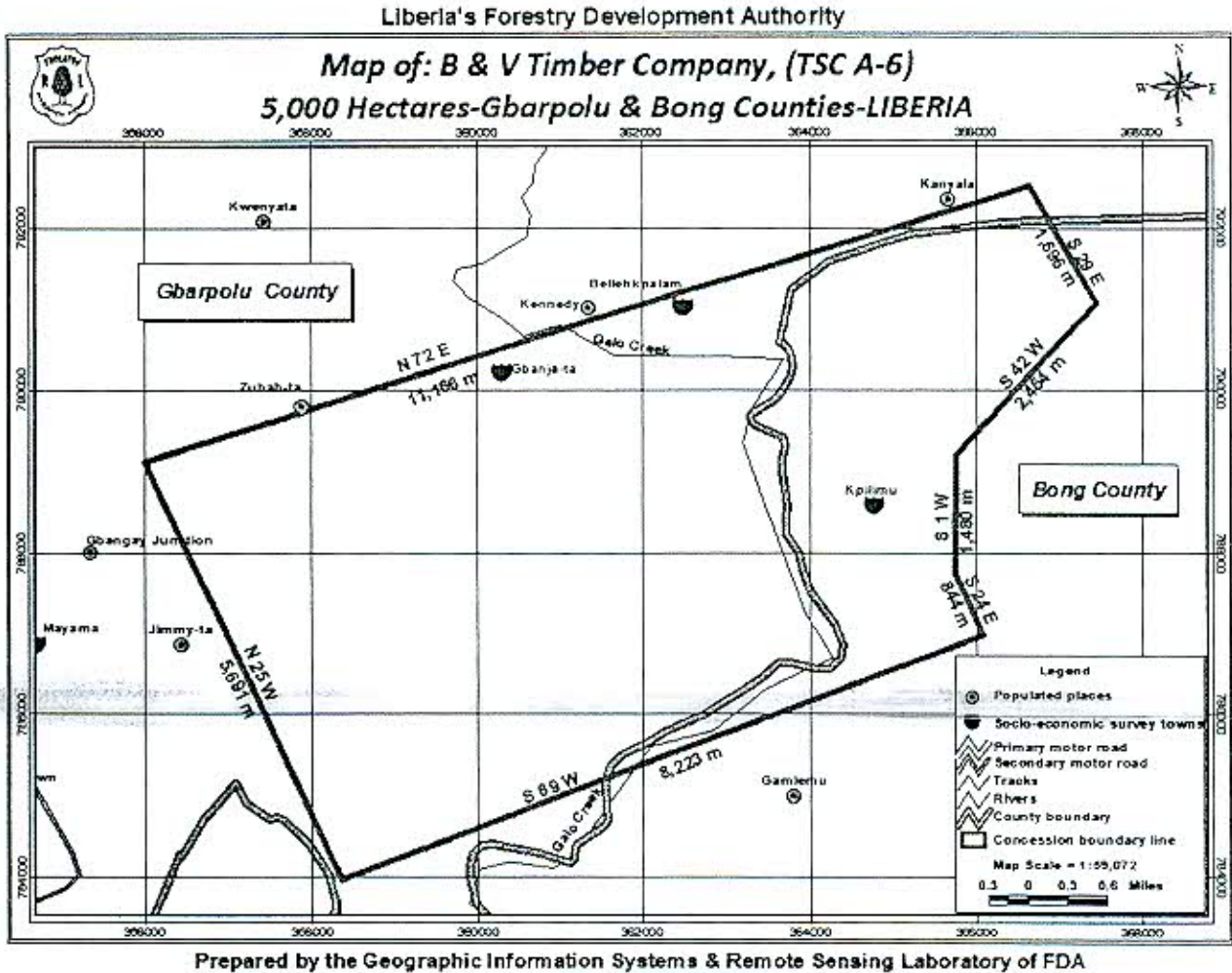
The CONTRACT AREA of 5,000 hectares, more or less, has the following metes and Bounds description:

B & V Timber Company Area "A" 6 lies within Latitudes 7°6'0" - 7°9'36" North of the equator and Longitudes 10°12'36" - 10°18'36" West of the Greenwich meridian and it is located in Gbarpolu and Bong Counties-Liberia.

Starting from Mayama, thence a line runs N 29° E (10°18' 15.35"W-7°08'13.65" N) for 2,635 meters to the point of COMMENCEMENT; thence a line runs N 72° E (10°12'30.25" W-7°10'04.42" N) for 11,166 meters to a point; thence a line runs S 29° E (10°12'03.23" W-7°09'16.50" N) for 1,696 meters to a point; thence a line runs S 42° W (10°12'57.28" W-7°08'18.17" N) for 2,464 meters to a point; thence a line runs S 1° W (10°12'57.97" W-7°07'28.16" N) for 1,480 meters to a point; thence a line runs S 24° E (10°12'47.58" W-7°07'05.25" N) for 844 meter to a point; thence a line runs S 69° W (10°16'57.04" W-7°05'27.32" N) for 8,223 meters to a point; thence a line runs N 25° W (10°18'15.00" W-7°08'13.65" N) for 5,691 meters to the point of COMMENCEMENT, (10°12'30.25" W-7°10'04.42" N). **Embracing 5,000 hectares of forest land and no more.**

A2 – Area Map

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



A3 – Performance Bonds
Applicable to B3.2 and B7.34.

The required Initial Performance Bond amount in United States dollars is \$ 25,000.00

A4 – Land Rental Bid
Applicable to B7.11.

The Land Rental Bid in United States Dollars is \$ 20.00 per hectare per year.

The next page is page 6A. *[Handwritten signature]*

[Handwritten initials]

A5. Evidence of Access to Capital and Equipment

Within 90 days of the signing of this contract, CONTRACT HOLDER will supply to the AUTHORITY:

- A) Evidence of access to at least US\$250,000 in funds available for use in executing this contract during the first six months of the contract life;
- B) Evidence that the provider of funds has sufficient capital to meet its obligations to the CONTRACT HOLDER

Failure of the CONTRACT HOLDER to meet these requirements in a form acceptable to the AUTHORITY will represent an event of default.

[End of Page 6A]

A handwritten signature in black ink, appearing to be 'J.F.' or similar, located in the lower right quadrant of the page.A small handwritten mark or signature in the bottom right corner, possibly initials.

PART B – STANDARD PROVISIONS

This Part is organized into Articles, Sections, and Subsections. These are numbered in accordance with the following scheme: Article B1.0, Section B1.1, and Subsection B1.11. References to an Article include all Sections and Subsections within that Article and references to a Section include all Subsections within that Section. Cross-references within this contract cite the reference number of the applicable Article, Section, and Subsection. Descriptive headings used are not to be considered in determining the rights and obligations of the parties.

The Standard Provisions in this Part are subject to Specific Provisions of the contract stated in Part A. When appropriate, Specific Provisions established in Part A are cited by reference number.

B1.0 – INTERPRETATION AND DEFINITIONS

Unless specifically required by law, stated in this contract, or later agreed in writing:

- (i) All written plans, certificates, approvals, communications, and notices required under this contract must be in English.
- (ii) All monetary amounts in the contract are stated in United States dollars. All MONETARY OBLIGATIONS are payable in United States dollars, unless the law or a subsequent agreement states otherwise.
- (iii) All references 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 ever holds that some part of this contract is somehow 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 identical documents containing the contract. If a court is ever asked to admit the text of the contract into evidence, the parties ask the court to consider either document to be acceptable proof of the contract.

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 term in accordance with accepted terminologies of the forestry profession.

ANNUAL HARVESTING CERTIFICATE means a certificate issued by AUTHORITY in accordance with Subsection B6.12.

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

AUTHORITY means the Forestry Development Authority (FDA).



