

COMPANY-COMMUNITY AGREEMENT: SUMMARY SHEET

PERMIT: FOREST MANAGEMENT CONTRACT (FMC) A
COUNTY: LOFA COUNTY
AGREEMENT: SOCIAL AGREEMENT

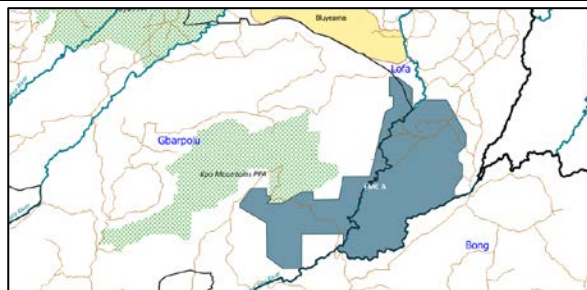


Date permit signed: 6 October 2008 (Ratified 27 May 2009)

Permit duration: 25 Years (to 5 October 2033)

Permit area: 119,240 hectares

Area in this County: 74,186 hectares



SOCIAL AGREEMENT (CURRENT VERSION)

Date signed (community): 7 December 2016

Name: J. Augustus Kwalah, CFDC Chair

Date signed (company): 7 December 2016

Name: Clarence Tay, Alpha Logging

Date attested (FDA): 4 January 2017

Name: Harrison S. Karnwea Sr. FDA MD

Duration: Five years (to April 2022)

KEY RESPONSIBILITIES OF THE COMPANY TO THE COMMUNITY

Cubic Meter Fees: US\$ 1.50 per m³ harvested

Construction (in addition to Cubic Meter Fees)

Land Rental Fees: US\$ 55,639.50 per year
(through NBST) (30% of \$2.50/ha)

Workers' housing Start within nine months

Contract Admin Fee: US\$ 150.00 per year (30% of \$500 for half of FMC)

Road construction (1) Within two years

One school (in workers camp) Within three years

Other responsibilities (in addition to Cubic Meter Fees)

One clinic (in workers camp) Within three years

First preference to all skilled & unskilled jobs.

Road construction (2) Within three years

Representation at middle manager jobs.

Five latrines Within five years

Provide cubic meter data and payments regularly.

Ten hand-pumps Within five years

Provide Scholarships of US\$13,000 per year.

Road construction (3) Within five years

Hold quarterly meetings with CFDC & communities.

Schools where needed To be agreed

Update social agreement activities annually with CFDC.

KEY ROLES OF THE CFDC

10% of land and cubic meter income to CFDC members.

Hold quarterly meetings with Company.

10% of annual revenue for community monitoring.

Update social agreement activities annually with Co.

5% of annual revenue for independent monitoring.

Ensure new CFDC elections in five years (March 2022).

Ensure no illegal chain-sawing or farming in FMC area.

SOCIAL AGREEMENT

Between the

ALPHA LOGGING AND WOOD PROCESSING COMPANY

And the

Community Forestry Development Committee (CFDC)

Of

Forest Management Contract (FMC) Area-A,

Lofa County

Liberia



FORESTRY DEVELOPMENT AUTHORITY

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KD

S.A.F.K

LEGAL REQUIREMENT FOR THE FORMATION OF CFDC

This Social Agreement (Agreement) is hereby made and entered into by and between the Alpha Logging and Wood Processing Company, hereinafter referred to as ALPHA LOGGING AND WOOD PROCESSING COMPANY, and the communities of Lofa Community Forest Development Committee, hereinafter referred to as the Communities, for Forest Management Contract Area "A", and attested to as to its completeness by the Forestry Development Authority, Monrovia, Liberia, hereinafter referred to as the FDA, under the provisions of the 2006 National Forestry Reform Law, and FDA Regulation No. 105-07 Regulation on Major Pre-felling Operations under Forest Resource Licenses.

TECHNICAL DESCRIPTION OF THE CONTRACT AREA

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

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

Metes and Bounds with the Area Map

Starting from the town of Dekeibe, ($9^{\circ}31'37.42''W$ - $7^{\circ}20'02.40''N$) thence a line runs S 35° E for 566 meters to the point of COMMENCEMENT on the Saint Paul River. ($9^{\circ}31'26.78''W$ - $7^{\circ}19'48.29''N$); 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 North for 1,956 meters to a point ($9^{\circ}32'16.71''W$ - $7^{\circ}20'52.06''N$); thence a line runs N 35° E for 3,636 meters to a point ($9^{\circ}31'08.49''W$ - $7^{\circ}22'29.11''N$); thence a line runs Due North for 3,125 meters to a point ($9^{\circ}31'07.71''W$ - $7^{\circ}24'09.89''N$); thence a line runs N 52° W for 1,434 meters to a point ($9^{\circ}31'44.95''W$ - $7^{\circ}24'38.91''N$); thence a line runs N 2° W for 2,181 meters to a point ($9^{\circ}31'46.91''W$ - $7^{\circ}25'49.10''N$); thence a line runs N 46° E for 2,806 meters to a point ($9^{\circ}30'41.83''W$ - $7^{\circ}26'52.23''N$); thence a line runs N $1^{\circ}30'$ E for 2,872 meters to a point ($9^{\circ}30'39.48''W$ - $7^{\circ}28'25.56''N$); thence a line runs N 29° W for 10,433 meters to a point ($9^{\circ}33'23.37''W$ - $7^{\circ}33'21.23''N$); thence a line runs Due West for 6,891 meters to a point crossing the Via River ($9^{\circ}37'08.42''W$ - $7^{\circ}33'23.58''N$); thence a line runs S 26° W for 2,258 meters to a point ($9^{\circ}37'40.84''W$ - $7^{\circ}32'17.86''N$); thence a line runs Due West for 1,099 meters to a point crossing the Via River ($9^{\circ}38'17.14''W$ - $7^{\circ}32'17.07''N$); thence a line runs Due North for 5,022 meters to a point ($9^{\circ}38'17.12''W$ - $7^{\circ}35'00.30''N$); thence a line runs N 53° W for 4,983 meters

to a point (9°40'26.59"W-7°36'36.69"N); thence a line runs Due West for 2,026 meters to a point (9°41'32.78"W-7°36'37.27"N); thence a line runs Due South for 5,022 meters to a point (9°41'33.36"W-7°33'54.69"N); thence a line runs Due East for 1,031 meters to a point (9°40'59.68"W-7°33'55.27"N); thence a line runs Due South for 2,960 meters to a point (9°41'00.26"W-7°32'17.71"N); thence a line runs S 60° W for 2,347 meters to a point (9°42'06.45"W-7°31'39.39"N); thence a line runs S 13° W for 17,298 meters to a point (9°44'14.33"W-7°22'33.33"N); thence a line runs Due West for 6,999 meters to a point (9°48'02.81"W-7°22'31.97"N); thence a line runs S 20° W for 6,098 meters to a point (9°48'38.17"W-7°19'16.10"N); thence a line runs S 89° W for 6,834 meters to a point (9°52'21.22"W-7°19'10.66"N); thence a line runs N 2° W for 2,108 meters to a point (9°52'21.98"W-7°20'20.34"N); thence a line runs S 89° W for 2,969 meters to a point (9°53'58.87"W-7°20'18.54"N); thence a line runs S 59° W for 5,794 meters to a point (9°56'41.54"W-7°18'42.84"N); thence a line runs S 89° W for 4,075 meters to a point crossing the Tuma Creek (9°58'54.77"W-7°18'40.96"N); thence a line runs N 44° E for 1,435 meters to a point near the Tuma Creek (9°58'22.45"W-7°19'14.08"N); thence a line runs N 1° W for 998 meters to a point (9°58'22.26"W-7°19'46.77"N); thence a line runs S 88° W for 1,003 meters to a point crossing the Tuma Creek (9°58'55.00"W-7°19'45.74"N); thence a line runs N 1° W for 2,031 meters to a point (9°58'55.56"W-7°20'51.24"N); thence a line runs Due West for 3,979 meters to a point crossing the Tuma Creek (10°01'05.44"W-7°20'51.24"N); thence a line runs S 37° W for 5,010 meters to a point passing through Saiyama Town (10°02'42.37"W-7°18'40.16"N); thence a line runs Due South for 986 meters to a point (10°02'42.72"W-7°18'08.25"N); thence a line runs S 59° E for 8,150 meters to a point crossing the Tuma Creek (9°58'54.79"W-7°15'52.78"N); thence a line runs Due South for 8,814 meters to a point (9°58'52.52"W-7°11'07.07"N); thence a line runs S 54° E for 5,147 meters to a point (9°56'38.06"W-7°09'26.92"N); thence a line runs N 88° E for 4,854 meters to a point on the Saint Paul River (9°53'59.69"W-7°09'32.41"N); thence a line runs Due North for 8,919 meters to a point (9°53'58.17"W-7°14'21.25"N); thence a line runs Due East for 10,891 meters to a point (9°48'02.43"W-7°14'22.25"N); thence a line runs S 1° E for 2,324 meters to a point on the Via River (9°48'01.74"W-7°13'06.31"N); thence a line runs along the Via River in the South Western direction for 2,848 meters to the confluence of the Via and the Saint Paul Rivers; thence a line runs along the Saint Paul River in the North Eastern direction for 49,874 meters to the point of commencement (9°31'26.78"W-

T N E K

The Forest Management Contract Area "A" was awarded to Alpha Logging and Wood Processing Company. In the preparation of the Forest Management Contract Area "A", notice was given and surveys conducted in a portion of the affected



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Communities. The purpose of those surveys was to validate whether the area was suitable for commercial forest practices based upon ecological, economic and social considerations. As part of those surveys, the affected communities were informed of the potential of a Forest Management Contract Area "A" in the vicinity and the requirements for a social agreement. As a result of this, the FDA secured a statement on behalf of the affected communities around the Forest Management Contract Area "A" that they intended to negotiate a social agreement in good faith with the winner of the competitive bid.

I. PURPOSE:

The Social Agreement is an agreement between the contract holder and the affected communities around a given logging contract area which establishes the relationship between community and company.

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

Social Agreements shall:

- a) Only be established between companies that have been authorized by the FDA through the competitive bidding or Sole Source process and affected communities;
- b) Establish a code of conduct regarding rights and responsibilities of the company and affected communities.
- c) Establish the financial benefits for all affected communities with respect to section 34 of FDA Regulation No. 105-07 Regulation on Major Pre-felling Operations under Forest Resource Licenses.
- d) Be negotiated directly between companies and local communities;
- e) Be attested to and regulated by the FDA. However, the FDA does not play an active role in the negotiation process beyond serving as a facilitator or mediator if discussion breaks down.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The Alpha Logging and Wood Processing Company and the Forest Management Contract "A" Community Forest Development Community of Lofa, strive to engage in a mutually beneficial relationship by agreeing to the terms of this Agreement. Working cooperatively in the on-going implementation of the Forest Management Contract Area "A" will allow the affected communities and Alpha Logging and Wood Processing Company to achieve their respective goals.

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

III. DUTIES AND RESPONSIBILITIES OF ALPHA LOGGING AND WOOD PROCESSING

COMPANY:

Alpha Logging and Wood Processing Company shall identify its representative designated by it to represent it in negotiating the terms of the Agreement. Alpha Logging and Wood processing Company representatives must include:

(1) Persons whose names are maintained on the list of names identified in its pre-qualification documents or has such documentation to verify his employment with International Consultant Capital and has the power to negotiate on its behalf; and

(2) In the event that this person is unable to negotiate with the Affected Community, any other person that International Consultant Capital may designate, is subject to the requirements of Count one above.

Alpha Logging and Wood Processing Company shall maintain a list of community representatives (CFDC) of Lofa County for Forest Management Contract Area "A".

Alpha Logging and Wood Processing Company shall address the following issues, rights and responsibilities under the negotiated contract and in a specified period of time covering the next five years.

- That Alpha Logging Company agrees to stop effects on traditional practices such as taboo day, sacred sites, and the range of taboo animals/plants, medicinal plant sites, hunting grounds, non-timber forest products sites.
- That **Alpha Logging Company** agrees that its operations protects and maintains existing water collection points.
- That **Alpha Logging Company** agrees to not damage existing cash/food crops. Eventually when such occurs, the owner(farmer), the CFDC, and representatives from MOA and FDA will be present for settlement.
- That **Alpha Logging Company** agrees to build workers' camp where employees and their families are housed near an existing affected community and the least shelter to be build should be one room apartment. The process will start with assessment of the site by a team comprising of CFDC, EPA, FDA and the company in the first three (3) months upon the signing of this agreement and the actual construction shall start in the following six (6) months which shall commence before the end of 9th month of this contract. All shelters/houses to be built in the camp must be done with concrete.
- **Alpha Logging Company** agrees to build and be responsible to operate an elementary school in line with the standard of the Ministry of the Education Action Plan within the workers camp for workers and their dependents before the end of the third year of this agreement

Alpha Logging Company agrees to build and be responsible to operate a clinic in line with the standard of the Ministry of Health Action Plan within the workers camp for workers and their dependents before the end of the third year of this agreement.

- That **Alpha Logging Company** agrees to grant first preference to all skilled and unskilled job opportunities and a representation at middle manager job opportunities which shall be done through the CFDC and a list of all community members employed or contracted by the company shall be made available to the CFDC in the second month upon the signing of this agreement with an update made semi-annually.
- That **Alpha Logging Company** agrees to maintain all existing roads in and adjacent to the contract area and construct new roads to communities and villages that have no road.

Road building plan and timelines

Activities	Specific Areas	Timelines
Road building (1) to National road construction standard (including all bridges, basically the Wadalba Bridge and all bridges with concrete)	Gbonyea Junction to Gbonyea, Kpayarquelleh, Kpowansanyea and Kpeteyea	Year 1 to 2 of this Agreement
Road building (2) open or maintain new roads	Kpayarquelleh to Barquelleh, Barquelleh to Gbarquita and Kpayarquelleh to Kpotoi Village	Year 2 to 3
Road building (3) to National road construction standard (including all bridges, basically the Seleiyah Bridge and all bridges with concrete.	Kpayarquelleh to Barquelleh	Year 3 to 5
All road construction must take place in the dry season (November to April or June every year).		

- That **Alpha Logging Company** agrees to allow the Community Forest Development Committee (CFDC) representatives to verify its production when work commences in the area.
- That **Alpha Logging Company** agrees upon request by the CFDC, community or a community based organization, organized by the community members at a reasonable time intervals, and in reasonable quantities, Alpha Logging will provide logs or timber products including sawn wood, to the affected communities for community development/project only.
- That **Alpha Logging Company** agrees to convene quarterly meetings with the CFDC and the Communities on the last Friday of the last month of each quarter. In addition to quarterly meetings, the **Alpha Logging Company** shall hold

emergency meetings with the CFDC and affected community to discuss any issues affecting the community when the need arises.

- That **Alpha Logging Company** agrees to pay \$1.50 USD/cubic meter to the Community Forestry Development Committee upon commencement of **Alpha Logging Company** operations apart from the payment of 30% land rental (\$2.50 per hectare) to the Community benefit sharing scheme.
- **Alpha Logging Company** also agrees to employ one Community Liaison Officer to monitor all field activities of Alpha who will make monthly report to communities.
- **Alpha Logging Company** agrees to provide technical support in carrying on community development projects.
- **Alpha Logging Company** agrees to provide annual educational support (Scholarship) with the amount of **thirteen thousand (\$13,000.00) United States Dollars (\$6,500.00 per semester)**, first semester payment shall be done July of every year and the 2nd semester payment shall be done January every year.
- **Alpha Logging Company** agrees to provide on-the-job training for employees.
- **Alpha Logging Company** will maintain lines of communication regarding any issues in implementing this social agreement.
- **Alpha Logging Company** agrees to construct five (5) (two compartment) pit latrines and ten (10) hand pumps within the five years of this agreement; the areas and the plans will be made by the CFDC and the plan shall be sent in advance to Alpha management for the funding and support.
- **Alpha Logging Company** agrees to provide transportation to the affected Communities during emergency situations and major development activities.
- **Alpha Logging Company** agrees to construct schools in affected communities that have no school and there is a need for school. This shall be assessed and plan by the CFDC and the community for the possible construction and maintenance of the school in collaboration with the MOE.
- **Alpha Logging Company** agrees to provide cubic meter record and deposit into the community account of all funds due to the affected communities under this section regularly.
- **Alpha Logging Company** agrees that in an event it decides to sub-contract or assign any of its rights under the concession agreement subject to this agreement, it shall notify the CFDC in writing and disclose the name of the assignee.
- **Alpha Logging Company** agrees to introduce the third party at a forum to be called and facilitated by the company.
- **Alpha Logging Company** agrees to have a functional office at all times in its operational area.

IV. DUTIES AND RESPONSIBILITIES OF THE AFFECTED COMMUNITIES:

The Affected Communities shall identify their representatives elected by them to the Community Forest Development Committee (CFDC). The CFDC is responsible for representing the affected communities in negotiating the terms of this Agreement. The CFDC agrees to and shall abide by the following conditions:

- (a) A Community Forestry Development Committee must consists of at least ten(10) members who are residents of the Community or communities they represent;
- (b) All members of a Community Forestry Development Committee must be freely and fairly elected by residents of the community or communities represented by the CFDC and reflect some gender balance.
- (c) Prior to the disbursement of funds, a CFDC must be incorporated under the laws of the Republic of Liberia and must have a bank account at Liberia Bank for Development and Industries (LBDI), a recognized bank in Liberia.
- (d) A Community Forestry Development Committee must provide a means for all residents that it represents, including women and youths and elders, to have their views heard and considered.
- (e) The CFDC shall receive 10% of the annual revenue to the Communities (area and production based / fees) as compensation and shall be distributed based on positions.
- (f) The 10% of the area based fee benefit will be paid directly by the National Benefit Sharing Trust Board every month but the 10% of the production/base fee compensation shall be received at the end of the year.
- (g) CFDC must hold a quarterly meeting with the company for briefing, update and grievances, if any and other call meetings whenever the needs arises.
- (h) CFDC shall maintain a list of Alpha Logging Company representatives for FMC "A".
- (i) CFDC member shall not be a GOL, CSO/NGO Company employee.
- (j) CFDC and local Authorities shall ensure that no chain-sawing and farming are allowed in the Forest Management Contract Area "A"-Lofa.
- (k) CFDC will respect and if any change in its leadership structure, FDA, Community and other stakeholders will be immediately informed.

Code of Conduct

Section 33 of Regulation No.105-07 stipulates that a Social Agreement should contain a code of conduct defining the rights and responsibilities of Affected Communities and Alpha Logging Company.

1. The Social Agreements for Forest Management Contract Area "A" (FMC "A"-Lofa) is legitimate for 25 years, which is renegotiable after every five (5) years.
2. There will be an update of every activities Outline in the Social Agreement annually and the general review of the Social Agreement shall be after the next five (5) years in line with the Management Plan revisions;
3. The Forest Management Contract Area-A covers Salayea and Zorzor Districts, Lofa County.
4. The affected communities will encourage low land agricultural development to avoid the expansion of subsistence agricultural activities within Alpha Logging contract area.
5. The affected communities agrees to respect the forest contained within FMC "A" Lofa by avoiding the establishment of new farms within the high forest or causing fires in the high forest.
6. The communities agree not to carry on any commercial pit sawing in the concession area.
7. The communities will not undertake any activities that will cause damage to Alpha Operations.
8. Alpha Logging and its operations will not cause any physical damage to or otherwise interfere with, any existing farms or crops, including infringing upon farm land, binding access to or from the farm, or making harvesting more difficult in any way.
9. The financial benefits included in the social agreement are Land Rental Fees and cubic meter fees, educational support funds etc.
10. The non-cash benefits will be managed by Alpha Logging and the Affected Communities.
11. This Social Agreement is executed as of the date of the last signature. This CFDC will be terminated on the last date of the five (5) years following the execution of this agreement and the agreement shall cease to exist of the last day of the five (5) years. If logging operation is to continue beyond the five (5) years, the Affected Communities shall elect new CFDC one month before the end of the five (5) years to renegotiate a new Social Agreement with Alpha Logging. If everything remains fine and the five years review meeting is held at the end of the five years, the new social agreement shall be negotiated and signed two

months after the five years end. This agreement shall be binding on the parties, their heirs, administrators, assigns, and successors-in-office as though they were physically present when this agreement was signed.

12. Alpha Logging Company will provide in-kind benefits, such as jobs, buildings, roads, etc., for the Affected Communities of the Concession area (Salayea and Zorzor Districts).
13. The Affected Communities represented by the CFDC, Alpha Logging Company and the Forestry Development Authority (FDA) will be involved in agreeing this Social Agreement and will also be involved in the implementation of the Social Agreement and all its projects.
14. The Communities represented by the CFDC will be supported by 10% of the annual revenue to monitor the Social Agreement.
15. Alpha Logging Company and CFDC will provide all necessary information that will be made public to help monitor the Social Agreement.
16. Alpha Logging will ensure that agreed benefits are provided and on time.
17. The CFDC has the authority to negotiate this Social Agreement on behalf of the affected communities.
18. So long as Alpha Logging complies with the affected communities' customary laws regarding traditional practices described in this social agreement, the affected communities will not interfere with Alpha Logging's activities. The affected communities must inform Alpha Logging in advance about traditional activities that may affect Alpha Logging's operation. The affected communities agreed not to force anybody to join their traditional society, unless that person violates that society law and Alpha will be informed of the violation and the punishment for said violator.
19. Community members will not be prevented from harvesting all NTFPs from within the contract areas.
20. Upon request by a community, at reasonable time intervals, and in reasonable quantities, Alpha Logging agrees to provide logs and timber products, including sawn wood, to the affected communities for community development/projects only.

The Forestry Development Authority shall:

- Ensure that Forest Management Contract (FMC) "A" is authorised after fulfilling all set requirements so that all terms and conditions of the license are met.
- Ensure that the Operations of ~~International Consultant Capital~~ ^{Alpha Logging} are in compliance with the FMC "A" contract signed by them and the government of Liberia.
- Make available, where need be copies of the Contract to the Parties to this Agreement.

I. MUTUAL AGREEMENT

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

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

Alpha Logging Company Contact Clarence Tay Phone: 0777537554 Email:	Community Forest Development Committee Chairperson J. Augustus Kwalah Phone: +231880577437 +231777641464 Email: fmcalofa@gmail.com/jafkwalah15@gmail.com
Forest Development Authority Contact Hon. Harrison S. Karnwea Sr. Managing Director Phone: 0886513358/0777513358 Email: hkarnwea@yahoo.com	

- B. It is the intent of this agreement that the parties may modify this agreement by mutual agreement. The FDA will need to attest to its completeness prior to any modifications going into effect.
- C. The parties will maintain lines of communication regarding operations and specifically provide periodic updates to the chairperson regarding any issues in

implementing the social agreement. The update should specifically provide information as to the volume of logs removed to date.

- D. The parties will hold an annual meeting with representatives of the Community Forest Development Committee, FDA and authorized representatives of the FMC Holder to discuss the upcoming annual operating plan as well as attempt to resolve any issues identified from the previous operating season.
- E. The parties may provide support and assistance to each other in seeking grant and alternative funding opportunities via letters of support and work on grant applications.

II. REAL PROPERTY IMPROVEMENTS:

Any improvements (facilities, roads, etc.) developed as a result of this agreement and at the direction of either of the parties, shall thereupon become the responsibility of the affected communities, and shall be subject to the same regulations and administration as other similar improvements of a similar nature. No part of this Agreement shall entitle International Consultancy Capital to any share or interest in the project other than the right to use and enjoy the same under the existing applicable regulations.

III. PARTICIPATION IN SIMILAR ACTIVITIES:

This agreement in no way restricts the Alpha Logging Company or Affected Communities or FDA from participating in similar activities with other public or private agencies, organizations, and individuals.

IV. DISPUTE RESOLUTION:

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

V. AUTHORIZED REPRESENTATIVES:

By signing below, the Chairperson of the Community Forest Development Committee certifies that the individuals listed in this document are representatives of the Affected Communities and are authorized to act in their respective areas for matters related to this agreement. Also, by signing below, the assigned representative Alpha Logging Company certifies that this individual is authorized to act in this capacity for matters related to this agreement.

VI. COMMUNITIES BE SUPPORTED TO MONITOR AND EVALUATE THE SA:

Participatory compliance monitoring of community benefit delivery by Alpha Logging Company and CFDCs; the CFDC to be supported from the Community Fund at the rate of 10% of annual benefit delivery (area and production base fees); Independent Monitoring by CFDC Expert /Advisor under an MOU and on a fee basis supported from the Community Fund of 5% of annual benefit delivery (area and production base fees);

VII. COMMENCEMENT/EXPIRATION DATE.

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

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

This Agreement shall be binding on the parties, their heirs, administrators, assigns, successors in office as though they were physically present when this Agreement was signed.

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

J. Augustus Kwalah Chairperson, Community Forest Development Committee		Date 7/12/16
Clarence Tay General Manager, Alpha Logging and Wood Processing Company		Date 7/12/16
HARRISON S. KARNWEA Sr. Managing Director Forestry Development Authority		Date 11/4/17

CFDC OFFICIALS AND MEMBERS

FMC "A" – Lofa				
No.	Name	Position	AREA	Contact #
1.	J. Augustus F. Kwalah	Chairperson	FMC "A" – Lofa	0777641464
2.	David F. Foeday Sr.	Co – Chairperson	FMC "A" – Lofa	0776337 916
3.	George K. Vessselee	Secretary	FMC "A" – Lofa	0776754907
4.	Elizabeth Youty	Treasurer	FMC "A" – Lofa	0776863814
5.	Weegie Zetemai	Financial Secretary	FMC "A" – Lofa	0886624 640
6.	David P. Gahngalapa	Chaplain General	FMC "A" – Lofa	0776337916
7.	J. Nelson Nupolu	Member	FMC "A" – Lofa	0886459 310
8.	Mulbah Koiyan	Member	FMC "A" – Lofa	0880281310
9.	Gayflor K. Zayzay	Member	FMC "A" – Lofa	0770016704
10.	Washington Sartor	Member	FMC "A" – Lofa	0776235496

HJ

T. A. F. K.