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TIMBER UTILISATION CONTRACT (LARGE SCALE)



FOREST RESERVE

MINISTRY OF LANDS AND NATURAL RESOURCES

TIMBER UTILISATION CONTRACT

BETWEEN

THE GOVERNMENT OF GHANA

AND

SAMARTEX TIMBER & PLYWOOD LIMITED

IN

ANGOBEN FOREST RESERVE

DATED 25TH DAY OF JULY 2022.

THIS TIMBER UTILISATION CONTRACT ("Contract") is made this 25TH day of JULY, 2022

BETWEEN

The GOVERNMENT OF GHANA acting by the MINISTER FOR LANDS AND NATURAL RESOURCES P. O. Box M212 Accra (herein referred to as the "Minister") which expression shall where the context so admits or requires, include his successors in office or his or her duly authorized officers of the one part

AND

SAMARTEX TIMBER & PLYWOOD LIMITED a duly registered company under the laws of Ghana, whose business is situate at SAMREBOI-WESTERN REGION with GPS/ Digital address WY-3429-2289 (herein referred to as "the Timber Rights Holder") which expression shall where the context so admits or requires includes its assigns, officers or duly authorized representatives on the other hand.

WHEREAS:

1. The Government of Ghana is desirous of regulating the grant of Timber rights in a manner that secures the sustainable management and utilisation of the timber resources of Ghana;
2. To achieve the sustainable management and utilisation of the timber resources of Ghana, the Timber Resource Management and Legality Regulations, 2017 (L.I. 2254), which stipulates that all existing timber rights be converted into a Timber Utilisation Contract within six (6) months of the coming into force of the regulation was passed;

3. Pursuant to L.J. 2254, the Timber Rights Evaluation Committee of the Forestry Commission, invited timber rights holders with extant timber rights holdings to submit their applications for conversion into Timber Utilisation Contracts;
4. The Timber Right Holder herein has duly submitted its applications for the conversion and has satisfied the conditions for the conversion;
5. The Minister having been advised by Forestry Commission hereby agrees to convert the unexpired term of the extant timber rights holdings into a Timber Utilisation Contract effective this ~~25TH~~ day of ~~May 2022~~ subject to the terms and conditions of this agreement.

NOW THEREFORE the Parties hereto agree as follows:

1.0 Definitions

1.1 In this Contract the following terms shall have the following meanings:

- “Approved Yield” - the timber tree species and their respective quantities approved and permitted to be removed by the timber rights holder.
- “Chief Executive” - means the Chief Executive of the Forestry Commission.
- “Commission” - means the Forestry Commission established under Act 571.
- “Contract” - means a Timber Utilisation Contract entered into under the Timber Resources Management Act, 1997 (Act 547) herein called Act 547

“Conversion” - the process of converting extant timber rights holdings in the form of a lease, contract, license or any other permit into a Timber Utilisation Contract under L.I. 2254

“District Manager” - means the District Manager of the Forest Services Division or his/her authorised representative.

“Forest Offence” - means any acts or omission contrary to laws, procedures, rules and regulations of the forestry and wildlife sector.

“Forest Produce” - includes the following:

- (a) timber, charcoal, wood, latex, oil, peat, resin and natural varnish;
- (b) trees and leaves, flowers and fruits and all other parts and produce as well as medicinal products of trees;
- (c) plants not being trees (including grass, creepers, reeds and moss) and all parts and produce of such plants;
- (d) wild animals and skins, tusks, horns, bones, silk, honey and all parts and all produce of wild animals.

“Harvest” - means to fell, cut or otherwise dispose of timber from land to which Act 547 applies.

“Harvesting Plan” - means the schedule of planned logging and harvesting procedures for an area to which the Contract relates prepared by the Holder

of Contract for the prescribed period in line with the Logging Plan.

“Holder” - means the Holder of the timber rights that is the contracting party

“Logging Manual” - means a set of rules intended to guide the activities of persons who harvest timber in the forest.

“Manual of Procedures”- means the manuals issued by the Commission which describe in detail the activities to be performed by holders of rights to harvest Timber.

“Minister” - means the Minister responsible for Lands and Natural Resources.

“Notice of Approval of Conversion”- means the notice issued by the Minister pursuant to a successful conversion process informing the applicant of the timber rights award and specifying the activities that are required to be performed by the successful applicant to the satisfaction of the Chief Executive.

“On Reserve” - means an area of land within a Forest Reserve.

“Parties” - means the Holder and the Minister and where the context permits include their successors in title or office

“Professional Forester” - means a person who holds a university degree in forestry or related discipline acceptable to the Ghana Institute of Professional Foresters.

“Social Responsibility Agreement”- means the agreement between a Holder and the local communities and inhabitants of the traditional authority of whose land encompasses the forest from which the timber is to be harvested whereby the Holder undertakes to assist such local communities and inhabitants with amenities, services or benefits, the cost of which agreed amenities and services shall not be less than 5% of the value of stumpage fee from the timber that is harvested.

“Stumpage Fee” - means the fee payable by holders of timber rights in respect of the harvesting of timber and it represents royalties which provide a basic return to the landowner and contributes to the cost of forest management and timber regulation and it is calculated in accordance with the formula specified in the Fifth Schedule of L.I. 2254.

“Timber” - includes standing, fallen and felled trees, wood for industrial purposes, logs and sawn wood.

“Timber Rights” - means the rights to harvest trees and extract timber from a specified area of land under a Timber Utilisation Contract.

“Timber Rights Fee” - means the one-off fee payable by a Holder for the rights to harvest timber.

“Timber Utilisation Contract” - means a written Agreement that specifies the terms of timber rights granted in respect of an area of land for a fixed period of time.



2.0 Timber Rights Granted

- 2.1 Pursuant to the legal requirement in L.I. 2254 and subject to the completion by the Timber Rights Holder of all the requirements stipulated in the Regulation, the Minister, acting for and on behalf of the Government of Ghana hereby grants to the Holder the unexpired timber rights in respect of the area of land specified herein on the terms and conditions set forth in this Contract.
- 2.2 The Timber Rights Holder hereby accepts the conversion of the unexpired timber rights into a Timber Utilisation Contract on the said terms and conditions.
- 2.3 Upon fulfillment by the Timber Rights Holder of all the requirements stipulated in the Notice of Approval of the Conversion, the Timber Rights Holder shall continue to operate within the designated Contract area.

3.0 Ratification by Parliament

- 3.1 This Contract shall be subject to ratification by Parliament in accordance with Article 268 of Constitution and Section 9 of the Timber Resources Management Act, 1997 (Act 547).
- 3.2 Pursuant to 3.1 above the Minister shall upon execution, present all counterparts of the Contract to Parliament for ratification.

4.0 Area and Duration

- 4.1 Upon this Contract becoming effective the Timber Rights Holder shall maintain its rights for the period beginning on the ...11TH... day of JANUARY..... 1996..... and ending on the ...10TH... day of JANUARY..... 2036..... within the area of land situate in and more particularly described in the Schedule hereto and herein referred to as the Contract area.

4.2 The Timber Rights Holders shall have no right to enter unto and to harvest timber from an area of land which falls outside the said Contract area.

4.3 The Timber Rights Holder shall cease to harvest timber from its Contract area after the expiry of time stipulated in clause 4.1 of this Contract

5.0 Reduction of Contract Area

5.1 The Minister hereby undertakes to maintain intact the boundaries of the Contract area; PROVIDED ALWAYS THAT any reduction of the area that the Minister may require shall be accompanied with a corresponding reduction in the timber rights fee and the Minister shall communicate in writing to the Holder the reason for such action.

6.0 Timber Rights Fee

6.1 In consideration of the Timber Rights hereby granted, the Timber Rights Holder has paid to the Commission the one-off Timber Rights Fee of **GH¢4,960.71** in respect of the Contract Area in **Angoben** Forest Reserve.

7.0 Stumpage Fee

7.1 The Timber Rights Holder shall pay in respect of any timber harvested by it under this Contract stumpage fees which shall be calculated in accordance with the formula specified in the Fifth Schedule of L.I. 2254.

7.2 The Timber Rights Holder who harvests under a Timber Utilisation Contract shall pay the stumpage fee in respect of the harvested timber within thirty (30) days of billing, failing which interest shall be paid on the outstanding amount payable at the prevailing Bank of Ghana Treasury Bill rate.

8.0 Contract Area Rent

8.1 The Timber Rights Holder shall pay an annual rent of **GH¢1.8/ha** in respect of the Contract area as set out in the Sixth Schedule of L.I. 2254 to:

- (a) the Administrator of Stool Lands in the case of stool lands; and
- (b) to the owner of the land in any other case.

9.0 Management of Timber Operations

9.1 The Timber Rights Holder shall, in respect of its timber operations and related activities, have at all times throughout the duration of this Contract, a manager who shall be a Professional Forester.

10.0 Suspension and Termination of the Contract

10.1 This Contract may be suspended by the Minister, if:

- (i) The Timber Rights Holder loses over a period of six months the ability financially or otherwise to manage the timber resources efficiently; or
- (ii) The area of the land falling within Contract area or a part of it is under review to determine its suitability for the operations; or subject to the Contract a part of it is under review to determine its suitability for the operations; or
- (iii) The Holder commits a forest offence under the laws, procedures, rules and regulations of the forestry and wildlife sector.

10.2 This Contract may be terminated by the Minister, if:

- (i) The area of land falling within the Contract area or a part of it is no longer suitable for the operations under a Timber Utilisation Contract;

- (ii) The Timber Rights Holder is charged with or convicted of an offence under Act 547.
- 10.3 Upon suspension or termination of this Contract, the rights of the Timber Rights Holder shall cease but without prejudice to any cause of action or remedy of the government or any person in respect of any prior breach, non-performance or non-observation of any condition.
- 10.4 Upon suspension of the Timber Rights Holder's timber rights under clause 10.1 the Holder may, after rectifying the breach or if the reasons for the suspension have been redressed, petition the Minister for the removal of the suspension.
- 10.5 Upon termination of this Contract whether by written notice or expiry of term, the Timber Rights Holder shall immediately cease to harvest timber from the Contract area.
- 10.6 Notwithstanding the provisions of clause 10.5 the Commission may at its discretion, allow the Holder a further period in which to remove any timber trees felled prior to the termination that have been included in the approved yield and for which stumpage fees have been paid.
- 10.7 Upon the termination of this Contract, the Holder shall immediately commence to remove any buildings and/or equipment that it may have placed on the Contract area and shall complete such removal within three (3) months after the termination date.

11.0 Transfer of Timber Rights

- 11.1 No rights over or interest in timber granted under this Contract shall be transferred or assigned without the written consent of the Minister given on the recommendation of the Commission and the consent to assign or transfer shall not be unreasonably withheld or delayed.
- 11.2 An application for a transfer or assignment shall be evaluated by the Timber Rights Evaluation Committee.

11.3 A holder who transfers or assigns his timber rights under this Contract contrary to subsection (1) of this section commits an offence and shall be liable to a fine of not less than 300% of the annual rent payable in line with section 16 (3) of Act 547. The Minister, notwithstanding the fine may terminate the Contract.

12.0 Non-Renewability of Timber Rights

12.1 The Timber Rights granted under this Contract is not renewable.

13.0 Monitoring and Audit

13.1 The activities of the Timber Rights Holder shall be regularly monitored by the District Manager of the District or his/her authorised representative who shall report to the Chief Executive any detected non-compliance by the Timber Rights Holder of the terms of this Contract.

13.2 The Timber Rights Holder shall keep a record of the timber trees cut or felled or removed within the Contract area and shall submit this record to the District Manager for the District within which the Contract area falls not later than 15 days after the end of each month.

13.3 The Timber Rights Holder shall supply such information as the Commission may request for the purpose of monitoring its activities including annual and other reports.

13.4 The activities of the Timber Rights Holder under this Contract shall be audited, at intervals of not more than five years, by a qualified organisation assigned by the Chief Executive to undertake such an audit and the Holder shall co-operate with any such audit.

14.0 Inspection of Timber Operations

- 14.1 The timber operations of the Timber Rights Holder under this Contract may be inspected by any Forestry Officer and the Holder shall co-operate with any such inspector and provide any records or information requested by such Forestry Officer.
- 14.2 Any instruction given by a Forestry Officer to suspend operations within the Contract area shall be in writing stating the reasons thereof. The Timber Rights Holder shall have right of appeal to the Chief Executive or in the alternative to an officer of the Commission duly designated and authorized by the Chief Executive.

15.0 Logging Manual and Manual of Procedures

- 15.1 The Timber Rights Holder shall, in its timber operations under this Contract, adhere to the Logging Manual and Manual of Procedures issued by the Commission and with any requirement or instruction given by a Forestry Officer.

16.0 Harvesting Plan

- 16.1 The Timber Rights Holder, shall prepare and submit to the Commission a Harvesting Plan in accordance with the Logging Manual that describes the proposed timber operations in its Contract for the first five-year period and shall submit to the Commission an updated Harvesting Plan every five years thereafter.
- 16.2 The Commission shall conduct inspection of the Contract area to validate each Harvesting Plan and prior to its approval of that Harvesting Plan shall request the Holder in writing to make such modifications that the Commission deems appropriate.
- 16.3 If the Timber Rights Holder's Harvesting Plan is not approved by the Commission, the Holder shall suspend all timber operations in the Contract area until the Holder has made such modifications as requested and approved by the Commission.

17.0 Annual Logging Plan

17.1 Upon the request of the Timber Rights Holder the Commission or its agents shall in co-operation with the Holder carry out a tree stock survey to enumerate all harvestable trees within those compartments identified in the current Harvesting Plan for timber operations in the subsequent calendar year and shall use the results of that stock survey to calculate the Annual Yield to be granted under this Contract.

17.2 The Timber Rights Holder shall use the Annual Yield to prepare an Annual Logging Plan in accordance with the Logging Manual and not less than two months before completion of the current Annual Logging Plan (if any) shall submit that Annual Logging Plan to the Commission for approval.

17.3 The Commission shall within 14 days of receipt of an Annual Logging Plan notify the Timber Rights Holder in writing whether it has approved that Annual Logging Plan. If the Commission does not approve an Annual Logging Plan it shall notify the Holder in writing of the modifications that the Holder shall make for such approval to be granted.

17.4 The Timber Rights Holder shall not commence timber operations in any compartment subject to an Annual Logging Plan until its Annual Logging Plan has been approved by the Commission.

18.0 Passing of Risk

18.1 Upon this Contract becoming effective, the risk in the timber trees within the Contract area shall pass to the Timber Rights Holder and the Holder shall thereafter be responsible for any loss or damage to the timber trees.

19.0 Environmental Maintenance, Damage to Property and Fire Prevention

19.1 The Timber Rights Holder at its cost shall take due care and make every effort to minimize or avoid any adverse effect to the environment.

19.2 The Timber Rights Holder shall endeavour to exercise due care to prevent damage to all trees not included in the approved Annual Yield or to buildings, roads or other structures in the Contract area. The Holder shall be responsible for any damage to property caused by its act or default and shall make good any damage.

19.3 The Timber Rights Holder shall not set fire within the Contract area without the permission of the Forest Services Division and shall take all reasonable care to prevent damage from fire in the Contract area and the Holder shall be responsible for any loss whatsoever caused through fire attributable to its negligence.

20.0 Compliance with Laws and Regulations

20.1 The Timber Rights Holder in carrying out its operations shall comply with all laws of Ghana as applicable and with all applicable rules, regulations and requirements of governmental agencies.

20.2 The Timber Rights Holder shall ensure that all persons employed by or under its control shall, whilst engaged in its timber operations, acquaint themselves with and comply with all laws and rules and regulations relating to any matter including but not limited to, the safety of persons and the preservation of property.

21.0 Resolution of Disputes

21.1 Where a dispute arises between the parties to this Contract, all efforts shall be made by the Parties, through mutual discussions, to reach an amicable settlement.

21.2 Where parties fail to reach amicable settlement;

i. In the case of a Timber Rights Holder who is not an investor within the meaning of Act 617, the dispute shall be referred to arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798);

ii. In the case of an investor within the meaning of Act 617, the dispute shall be resolved in accordance with the dispute settlement procedures provided for in Act 617.

21.3 Where the Timber Rights Holder is an investor within the meaning of Act 617 disputes that cannot be amicably settled through mutual discussions shall be resolved in accordance with the dispute settlement procedures provided for in the Timber Resources Management (Amendment) Act, 2002 (Act 617).

22.0 Insurance

22.1 The Timber Rights Holder shall, throughout the term of this Agreement, insure its equipment, staff and third parties with an insurance company approved by the National Insurance Commission against all losses, damages and risk arising out of the holder's works, operations or process pursuant to this Contract.

22.2 The Holder shall produce the insurance policy and the receipt for the current year's premium whenever required by the Commission.

23.0 Social Responsibility Agreement

23.1 The Timber Rights Holder shall negotiate and provide inhabitants of its Contract area with social facilities and amenities in accordance with the Social Responsibility Agreement where such an agreement was not executed under its holding prior to the conversion process.

24.0 Force Majeure

24.1 For the avoidance of doubt the effects of earthquakes, floods, landslides or adverse weather conditions which but for the negligence of the Rights Holder could have been mitigated, shall not constitute Force Majeure.

25.0 Variation or Amendments

25.1 No variation or modification of the terms of this Contract shall be made except by written amendments signed by the Parties.

26.0 Applicable Law

26.1 This Contract shall be governed by and interpreted in accordance with the Laws of Ghana.

27.0 Indemnity

27.1 The Timber Rights Holder hereby undertakes to indemnify the Government of Ghana fully in respect of any loss, cost, damages, charges, liabilities and expenses whatsoever suffered or incurred by the Government of Ghana arising as a result of or attributable to any and all actions, suits, procedures, claims or any act or omissions or negligence of the Holder in connection with the carrying out of its obligations under this Contract.

27.2 Either party shall have the right to change its address by notice delivered personally or sent by facsimile or e-mail to the address stated below or such other addresses as the Parties may notify from time to time.

28.0 Waiver

28.1 Any waiver by either party of a breach of any provision of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

29.0 Entire Understanding

29.1 This Contract embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations, oral or written, express or implied other than those contained herein.

30.0 Severability

30.1 The invalidity, illegality or unenforceability of a provision of this Contract does not affect or impair the continuation in force of the remainder of such provision or the remainder of this Contract.

31.0 Counterparts

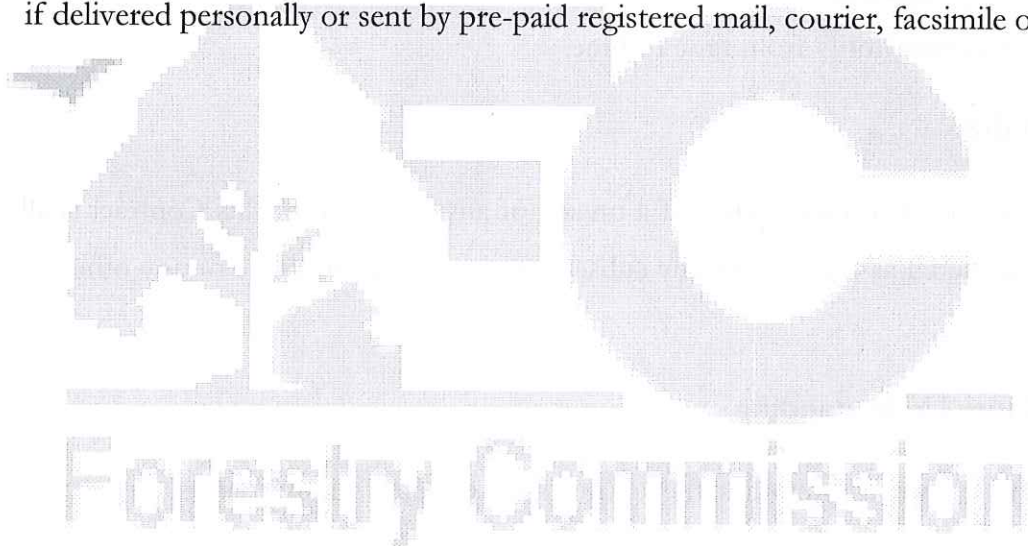
31.1 This Contract may be executed in counterparts, which together will constitute one Contract.

32.0 Headings for Convenience Only

32.1 Heading to clauses are inserted for convenience only and shall not affect the construction of this Contract.

33.0 Notices

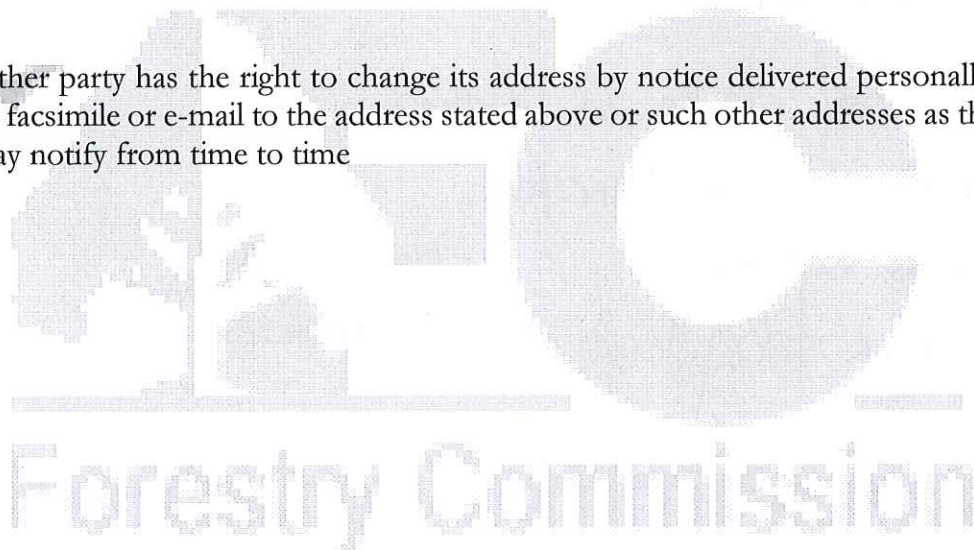
33.1 All notices under this Contract shall be in writing and shall be sufficient in all respect if delivered personally or sent by pre-paid registered mail, courier, facsimile or e-mail.



Address to: The Timber Rights Holder at
SAMARTEX TIMBER & PLYWOOD LIMITED
P.O. Box 1
SAMREBOI

Address to:
The Minister
MINISTRY OF LANDS AND NATURAL RESOURCES,
P. O. BOX M212,
ACCRA.

33.2 Either party has the right to change its address by notice delivered personally or sent by facsimile or e-mail to the address stated above or such other addresses as the parties may notify from time to time



SIGNED, STAMPED AND DELIVERED BY

[Handwritten Signature]

MINISTER
MINISTRY OF LANDS &
NATURAL RESOURCES

MINISTER FOR LANDS AND NATURAL RESOURCES

ON BEHALF OF THE GOVERNMENT OF GHANA

IN THE PRESENCE OF:

NAME: *Prof. Patrick Aboesinyale*

POSITION: *Chief Director*

ADDRESS: *MLNR*

CHIEF DIRECTOR
MIN. OF LANDS & NATURAL
RESOURCES

SIGNATURE: *[Handwritten Signature]*

SIGNED, STAMPED AND DELIVERED BY:

BENJAMIN M. SHAMAN

SAMARTEX TIMBER & PLYWOOD
CO. LTD.

MANAGING DIRECTOR OF SAMARTEX TIMBER & PLYWOOD LIMITED

P. O. BOX 1

SAMREBOI - W/R

IN THE PRESENCE OF:

NAME: *MICHAEL PRONK-ESTER*

POSITION: *ASST. MANAGER*

ADDRESS: *Boze CE 8-24, CANTONMENT*

SIGNATURE: *[Handwritten Signature]*

ANNEXES

- Annex 1 - Contract Area
- Annex 2 - Topographical Map
- Annex 3 - Social Responsibility Agreement

PARLIAMENT OF GHANA LIBRARY
PARLIAMENT HOUSE
OSU - ACCRA



ANNEX 1: CONTRACT AREA

This boundary contract area is shown edged in red on Topographical Map attached hereto as Annex 2.



ANNEX 1

CONTRACT AREA DESCRIPTION

ANGOBEN SHELTERBELT FOREST RESERVE TUC AREA (PORTION)

ALL THAT piece or parcel of land containing an approximate area of 33.07 square kilometers lying North of Latitude $5^{\circ} 52'$ and $5^{\circ} 52'$, South of $5^{\circ} 48'$ and $5^{\circ} 48'$, West of longitude $2^{\circ} 16'$ and $2^{\circ} 10'$, then longitude $2^{\circ} 16'$ and $2^{\circ} 10'$ in the Wassa Amenfi Central District Assembly of the Western Region of the Republic of Ghana which piece or parcel of land is more particularly delineated on the plan annexed hereto for the purpose of identification and not of limitation.

ANNEX 2

TIMBER UTILISATION CONTRACT FOR SAMARTEX TIMBER & PLYWOOD COMPANY LIMITED

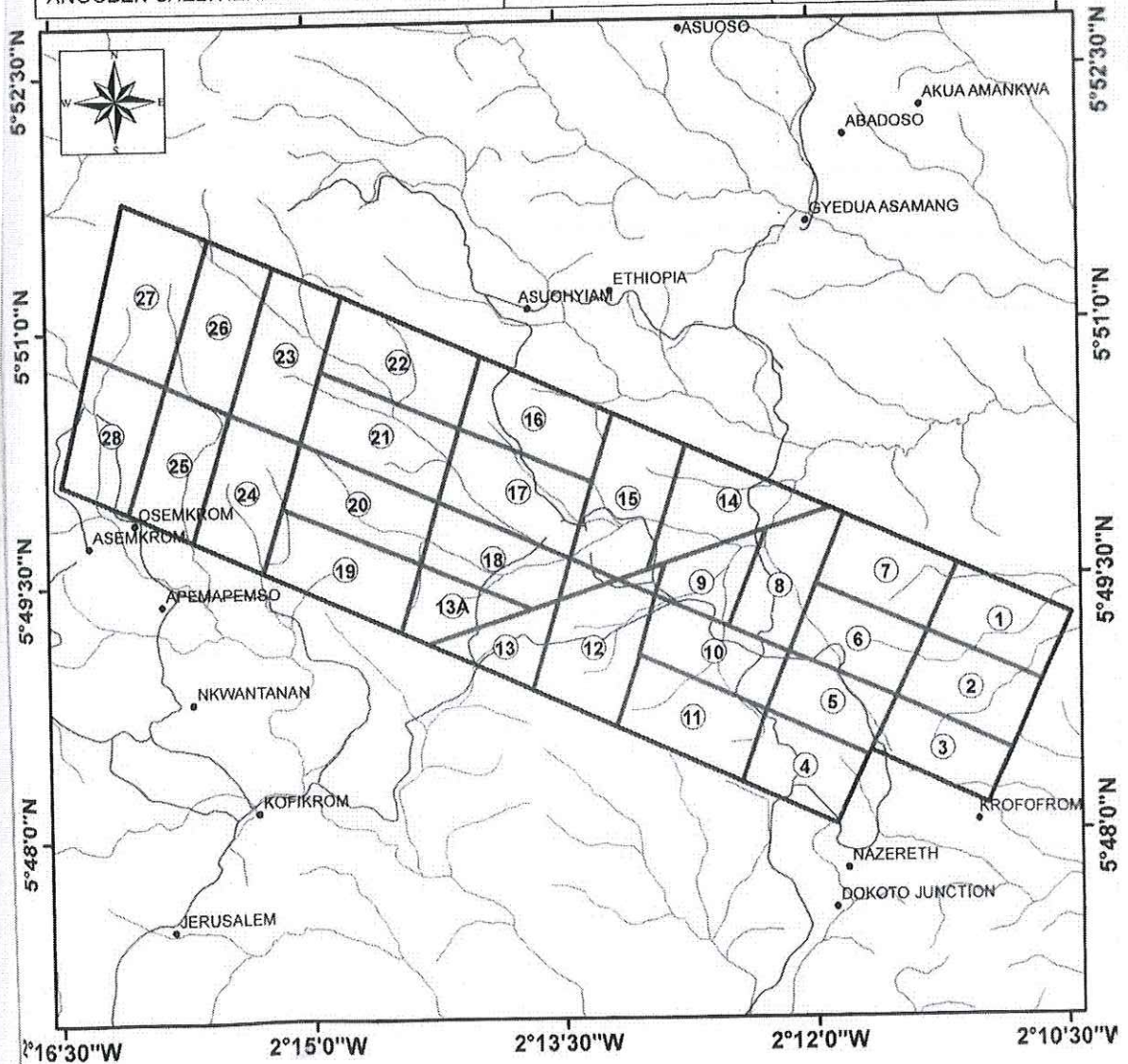
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F/S 0503B1

Area = 33.07 SQ KM

Scale 1:60,000

LOCALITY	FOREST DISTRICT	REGION
ANGOBEN SHELTERBELT FOREST RESERVE	ASANKRAGWA	WESTERN NORTH



LEGEND	
FOREST RESERVE BOUNDARY	----- □
T. U. C BOUNDARY	----- □
COMPARTMENT NO.	----- □
ROAD	----- ~
TOWN	----- ●
RIVER / STREAM	----- ~

Prepared by Forestry Commission - June 2020

ANNEX 3

5

SOCIAL RESPONSIBILITY AGREEMENT

BETWEEN

TɛTRɛTɛ OKUAMOAH SEKYIM II
Omanhene of Wassa Amenfi Traditional Area
Acting for himself and on behalf of the Wassa Amenfi Traditional Council

And

THE DISTRICT CHIEF EXECUTIVE
Acting for himself on behalf of the Wassa Amenfi East, West and Central
District Assembly on one part

And

SAMARTEX TIMBER & PLYWOOD COMPANY LIMITED
On the other part

For

Mamiri, Bura, Totua, Angoben, Suhuma (Wassa Amenfi Portion) and Fure
River/Fure Headwaters Forest Reserves

This Social Responsibility Agreement (this "Agreement") of 1st day of January, 2018 made between the WASSA AMENFI TRADITIONAL COUNCIL, acting by its lawful attorney, TETRete OKUAMOAH SEKYIM II, OMANHENE OF THE WASSA AMENFI TRADITIONAL AREA, the WASSA AMENFI EAST AND WEST DISTRICT ASSEMBLIES, acting by its lawful attorney the DISTRICT CHIEF EXECUTIVE of WASSA AMENFI EAST AND WEST DISTRICT ("THE Beneficiary") on one part and SAMARTEX TIMBER & PLYWOOD COMPANY LIMITED, ("the Company") acting by its lawful attorney, the Managing Director, of the other part.

- A. WHEREAS it is a condition of the Grant that SAMARTEX TIMBER & PLYWOOD COMPANY LIMITED executes this Agreement with the "Beneficiary" in order that fringe communities (Appendix 1) shall be assisted with certain social and economic amenities, services or benefits (the "services")
- B. WHEREAS SAMARTEX TIMBER & PLYWOOD COMPANY LIMITED desires to provide the Communities with such services and the Beneficiaries desire to receive such services.
- C. WHEREAS the parties hereto desire to be bound by this Agreement pursuant to the terms thereof.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

1.1 Nature of Obligation

The Company acknowledges and agrees that it is executing this Agreement and providing the relevant services as a condition of and in consideration for the Grant by the Minister of the Concession and further acknowledges and agrees that the Company's obligation to provide such services shall be binding on the Company and be inured to the benefit of the Communities.

1.2 Services to be provided

Subject to the terms and conditions of this Agreement, the Company agrees to provide services to the Beneficiaries (Communities). The provision of such services shall be from

the SRA due to the beneficiary communities and this shall be 5% of stumpage as stated by law to be paid to forest fringe communities. And these services may include:

- ❖ Potable Water
- ❖ Schools
- ❖ Scholarships
- ❖ Clinics or Health Centres
- ❖ Community Centres/Construction of Palaces
- ❖ Provision of Electric Poles
- ❖ Roads (construction and maintenance)

1.3 Administration of Services

Subject to the terms and conditions of this Agreement, a Development Committee (the "Committee") shall be established for the purpose of administering the provision of services identified and set forth in Clause 1.2 hereof to the extent and degree required here-under. The Committee shall comprise of the following:-

- ❖ The Omanhene of the Wassa Amenfi Traditional Area or his representative
- ❖ The District Chief Executive of Wassa Amenfi East or his/her representative
- ❖ The District Chief Executive of Wassa Amenfi West or his/her representative
- ❖ The General Manager of the Company or his representative
- ❖ A representative of the Chiefs of the beneficiary Communities
- ❖ A representative of the Communities involved
- ❖ Forest Services Division representative.

The Committee so established shall be chaired by the Omanhene or his representative

1.4 Disbursement of Benefits

In pursuance of 1.3, an all-inclusive Local Committees shall be formed at each reserve level to deliberate and channel fringe Communities' (Appendix 1) needs and requests to the Development Committee.

All requests for Community Development Projects shall be submitted by the Local Committees to the Development Committee for deliberation, prioritization and approval.

A progress report on all projects shall be submitted periodically to the Committee.

1.5 Limitation on Investment

The Company hereby specifically consent and undertake to assist the Beneficiary with the services identified and set forth in Clause 1.2 hereof to the extent and degree required hereunder, provided, however that the actual cost to the Company in providing the services shall not be less than 5% of the stumpage fee (the "investment account") as determined by the Forest Services Division (FSD).

1.6 Escrow Account

As a security for the Company's performance of its obligations hereunder, the Company shall deposit the Investment Amount with a financial institution (the "Escrow Agent") designated by the Development Committee latest by the end of each quarter. This Investment Amount shall be held and disbursed by the Escrow Agent upon receipt of written instructions from the Development Committee.

ARTICLE 2

2.1 Assurance

Without prejudice to the express provisions of this Agreement, the Company and the Beneficiary agree to consult with each other from time to time to develop a framework appropriate to the performance by the Company of the services, including without limitation the consideration of the types and amounts of expenses to be incurred and the standard of performance to be achieved by the Company. The parties further agree to do all things reasonably necessary to carry out the purposes of this Agreement.

ARTICLE 3

3.1 Management and Maintenance

The Beneficiary Community shall be responsible for the cost associated with the management and maintenance of the amenities or services so provided by the Company.

ARTICLE 4

4.1 Direct Assistance to the Beneficiary Communities

Without prejudice to the provisions of this Agreement, the Company shall directly Assist the Beneficiary as follows:-

- a. On the occasion of each Annual Yam Festival of the Beneficiary, following the execution of this Agreement, the Company shall assist in the preparation and celebration of the Festival with an amount which shall be agreed upon between the two parties and indicated in Appendix 2A.
- b. The Company shall also assist the Paramount and Divisional Chiefs with a Monthly Living Allowance with an amount which shall be agreed upon between the parties and indicated in Appendix 2B.
- c. The Company shall also provide Scholarship to the Paramount area as indicated in Appendix 2C.

ARTICLE 5

5.1 Reciprocal Support

Without prejudice to any provision in this Agreement, each of the Beneficiary and Company hereby agrees to support each other to their mutual benefit as follows:-

- a. The Beneficiary (represented by the Omanhene and the District Chief Executive) shall ensure that the present Lease on which the Company's Premises, factory and concessions are situated shall enjoy its full term as provided in the lease and shall support the Company fully in its renewal.
- b. The Company shall in its operations avoid disturbing or working in areas described by the Communities as Sacred Grounds, Groves and/or Shrine. In the event of the Company disturbing or working in such Sacred ground, Groves and/or Shrine, the matter shall be referred to the Omanhene for settlement.
- c. **The Omanhene and the District Chief Executive shall support the Company at all times from interferences from the Government, Ministries, Departments and Agencies in respect of matters affecting the Company's legitimate operations.**
- d. The Omanhene and the District Chief Executive shall ensure reasonable control over its subjects for the prevention of any interruptions/road blocks by communities during the Company's legitimate operations.

- e. The Forest Services Division shall submit quarterly reports on stumpage to the Company and the Development Committee to enable the latter plan its programmes ahead.

ARTICLE 6

6.1 Dispute Resolution

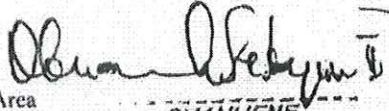
All disputes arising out of this Agreement shall be resolved in accordance with the Arbitration Act of 1961 (Act 38) and its decision shall be final and binding.

6.2 Revision

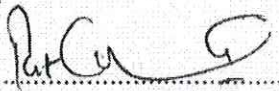
This Agreement shall come into effect from 1st January, 2018 and expire on 31st January, 2024.

IN WITNESS WHEREOF the two parties hereto have here-under set their hands and seals the day and year first above written.

SIGNED by the within-named
TETRE OKUAMOAH SEKYIM II
Omanhene of Wassa Amenfi Traditional Area
Acting for himself and on behalf of the Wassa Amenfi
Traditional Council

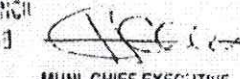

OMANHENE
WASSA AMENFI TRAD. AREA
WASSA AKROPONG

In the presence of:

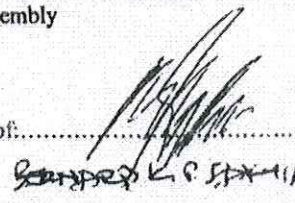


REGISTRAR
WASSA AMENFI TRADITIONAL COUNCIL
POST OFFICE BOX 43
WASSA AKROPONG

SIGNED by the within-named
DISTRICT CHIEF EXECUTIVE
Acting for himself and on behalf of the Wassa Amenfi
East District Assembly



MUN. CHIEF EXECUTIVE
WASSA AMENFI EAST MUN. ASS.
P. O. BOX 10
WASSA AKROPONG

In the presence of:



MUN. CO-ORD. DIRECTOR
WASSA AMENFI EAST MUN. ASSEMBLY
P. O. BOX 10
WASSA AKROPONG

SIGNED by the within-named
DISTRICT CHIEF EXECUTIVE
Acting for himself and on behalf of the Wassa Amenfi
West District Assembly


MUNICIPAL CHIEF EXECUTIVE
AMENFI WEST MUNICIPAL ASSEMBLY
ASANKRANGWA

In the presence of:


SANKRANGWA

MUNICIPAL CO-ORDINATING DIRECTOR
AMENFI WEST MUNICIPAL ASSEMBLY
ASANKRANGWA

SIGNED by the within-named
MANAGING DIRECTOR of
SAMARTEX TIMBER & PLYWOOD
COMPANY LIMITED

SAMARTEX TIMBER & PLYWOOD
COMPANY LIMITED
POST OFFICE BOX 1
SAMREBOI - GHANA

In the presence of:



SIGNED by the within-named
DISTRICT CHIEF EXECUTIVE
Acting for himself and on behalf of the Wassa Amenfi
Central District Assembly

[Signature]
District Chief Executive
Wassa Amenfi - Central District Ass.
Manso - Amenfi

In the presence of: *[Signature]*

DISTRICT CHIEF EXECUTIVE
AMENFI CENTRAL DIST. ASSEM.
MANSO - AMENFI

APPENDIX 1

A. CURRENT OPERATIONAL AREAS

WASSA AMENFI TRADITIONAL AREA

S/N	FOREST RESERVE	FRINGE COMMUNITIES
1	BURA	Ankaasie Gyedua Kese Samkrom/Apemapem Nyame Nnne
2	SUHUMA	Sompre Kwasidro Amoada Kokodei Bonsie Kyeikrom Nantiedii Kwaku Boa Kwadwokrom Beposo Sanfifire Ohenekrom

Dwetei ??

B. OTHER RESERVES

WASSA AMENFI TRADITIONAL AREA

S/N	FOREST RESERVE	FRING COMMUNITIES
1	ANGOBEN	Aserewadi Gyedua Ketuah Dekoto Junction
2	TOTUA	Subeso Kwabeng Nyamebkyere Domeabra Agona Gyedua Kese Kofi Gyan Kwasikrukrom Amoada Kwabeng Tekyekrom

3	MAMRI	Kwesi Larbi Ohiamatuo Agonafo Anhuntem Simpa Kwaw Mensah Dankwa Wora Asasetre Apeakrom Sureso Kamaso Marfokrom Anakum Akyekyere
4	FURE HEADWATERS	Amuni Bisaaso No. 2 Mumuni
5	FURE RIVER	Tebakrom Werekokrom

APPENDIX 2

A. YAM FESTIVAL

S/N	STATUS OF CHIEF	LEVEL OF DONATION
1	Omanhene	Negotiable
2	Divisional Chief	Negotiable

B. MONTHLY LIVING ALLOWANCE

S/N	STATUS OF CHIEF	LEVEL OF DONATION
1	Omanhene	Negotiable
2	Amunihene	Negotiable
3	Divisional Chief	Negotiable

APPENDIX 2

C. SCHOLARSHIP

.....Ghana Cedis shall be paid into a Scholarship Fund annually.

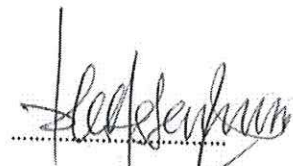
OATH PROOF

I, Prof Patrick K. Agbesinyale of M L N R
.....MAKE OATH and SAY that on the 25th day of
JULY 2022... was present and saw **HON. SAMUEL A. JINAPOR (MP)**,
the Minister for Lands and Natural Resources duly execute the instrument now produced to me and
that the said **HON. SAMUEL A. JINAPOR (MP)** can read and write.

Sworn at Accra this day of 20.....

Before me

.....
REGISTRAR OF LANDS


.....
DEPONENT

This is the instrument referred to in the Oath of

Sworn before me, this day of 20.....

.....
REGISTRAR OF LANDS

On the day of 20..... atO'clock in the
.....noon this instrument was proved before me by the Oath of the within named
..... to have been duly executed by the within named
HON. SAMUEL A. JINAPOR (MP)

.....
REGISTRAR OF LANDS

