



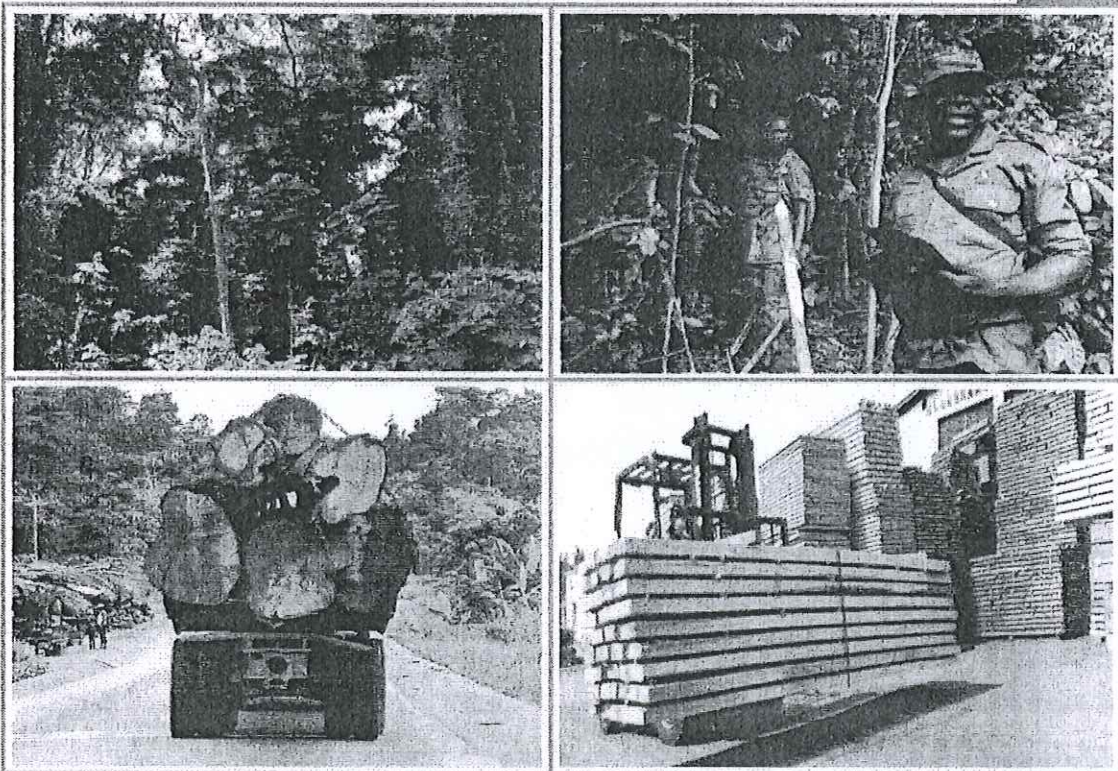
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Forestry Commission

# TIMBER UTILISATION CONTRACT (LARGE SCALE)



## FOREST RESERVE

MINISTRY OF LANDS AND NATURAL RESOURCES

TIMBER UTILISATION CONTRACT

BETWEEN

THE GOVERNMENT OF GHANA

AND

ME-TIMART COMPANY LIMITED

IN

BIA TRIBUTARIES NORTH FOREST RESERVE

DATED ...25<sup>TH</sup>... DAY OF ...JULY..... 20..22..



THIS TIMBER UTILISATION CONTRACT ("Contract") is made this <sup>25<sup>TH</sup></sup>.....  
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

**MF-TIMART COMPANY LIMITED** a duly registered company under the laws of Ghana, whose business is situate at **Sefwi Adabokrom** with GPS/Digital address **BU-0001-9375** (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;

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 right 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 20<sup>TH</sup> day of AUGUST 2019 and ending on the 19<sup>TH</sup> day of AUGUST 2039 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¢73,233.85** in respect of the Contract Area in **Bia Tributaries North** 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.

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PARLIAMENT HOUSE  
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## 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**

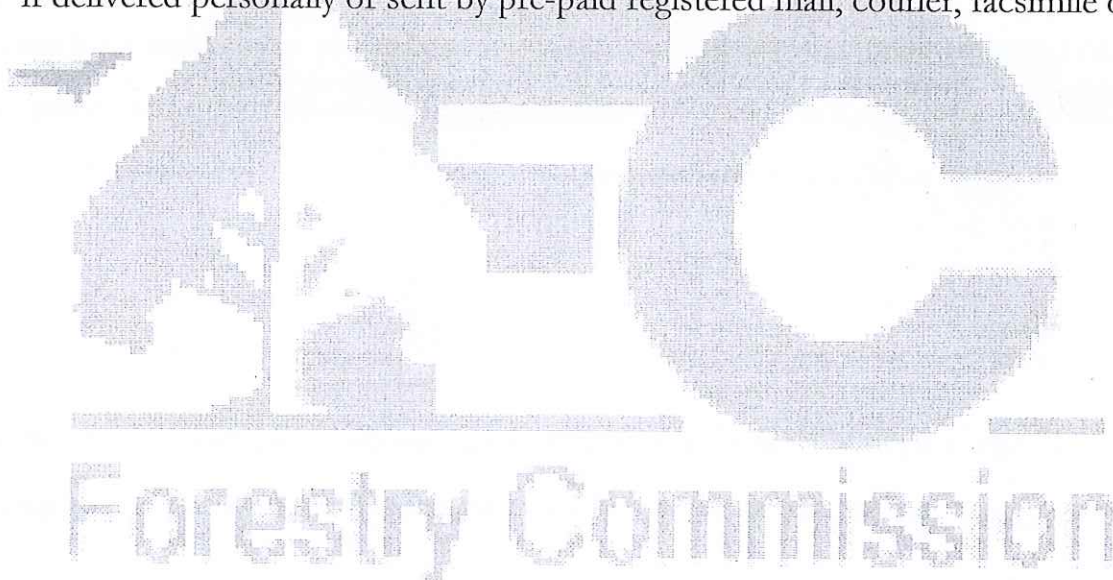
31.1 This Contract may be executed in counterparts, which together will constitute one Contract.

### **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.

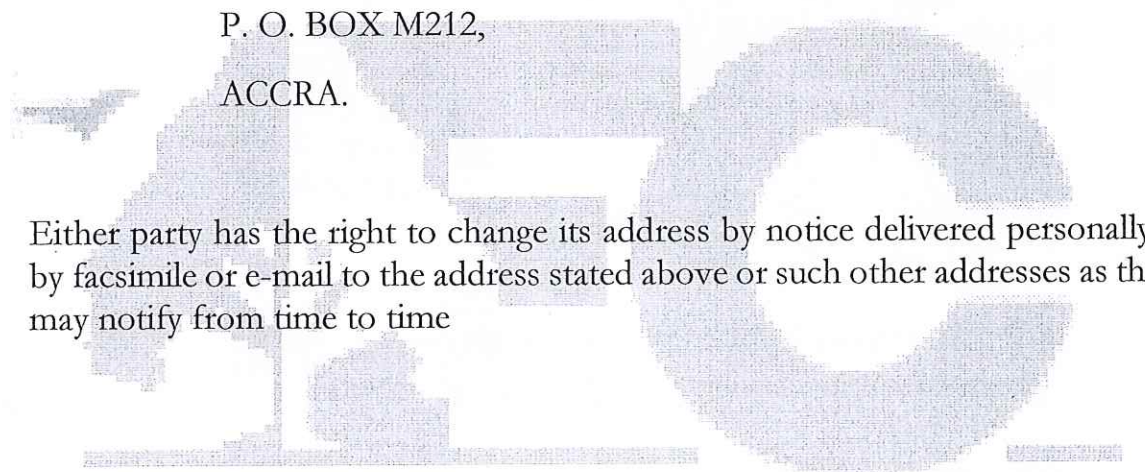




Address to: The Timber Rights Holder at  
MF-TIMART COMPANY LIMITED  
P. O. BOX GS 211  
GOASO

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



Forestry Commission

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: *M/LNR*

SIGNATURE: *[Handwritten Signature]*

CHIEF DIRECTOR  
MIN. OF LANDS & NATURAL  
RESOURCES

SIGNED, STAMPED AND DELIVERED BY:

*MARTIN AKOLOGO* *[Handwritten Signature]*

MANAGING DIRECTOR  
MF-TIMART COMPANY LIMITED  
P.O. BOX 211  
AHAFU REGION

MANAGING DIRECTOR OF MF-TIMART COMPANY LIMITED

IN THE PRESENCE OF:

NAME: *MOHAMMED AIHASSAN*

POSITION: *FOREST MANAGER*

ADDRESS: *P.O. BOX 57 ESSAM*

SIGNATURE: *[Handwritten Signature]*



## ANNEXES

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



## ANNEX 1: CONTRACT AREA

The boundary contract area is shown edged in Red on Topographical Map attached hereto as Annex 2





**ANNEX 1**

**CONTRACT AREA DESCRIPTION**

**BIA TRIBUTARIES NORTH FOREST RESERVE TUC AREA (PORTION)**

**PLOT A**

ALL THAT piece or parcel of land containing an approximate area of 10.112 square kilometers lying North of Latitude  $6^{\circ} 55'$  and  $6^{\circ} 55'$ , South of  $6^{\circ} 52'$  and  $6^{\circ} 52'$ , West of longitude  $3^{\circ} 2'$  and  $3^{\circ} 0'$ , then longitude  $3^{\circ} 2'$  and  $2^{\circ} 59'$  in the Bia East District Assembly of the Western North 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.

**PLOT B**

ALL THAT piece or parcel of land containing an approximate area of 3.239 square kilometers lying North of Latitude  $6^{\circ} 50'$  and  $6^{\circ} 50'$ , South of  $6^{\circ} 48'$  and  $6^{\circ} 48'$ , West of longitude  $3^{\circ} 0'$  and  $2^{\circ} 56'$ , then longitude  $3^{\circ} 0'$  and  $2^{\circ} 56'$  in the Bia East District Assembly of the Western North 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.

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# TIMBER UTILISATION CONTRACT FOR MF - TIMART COMPANY LIMITED

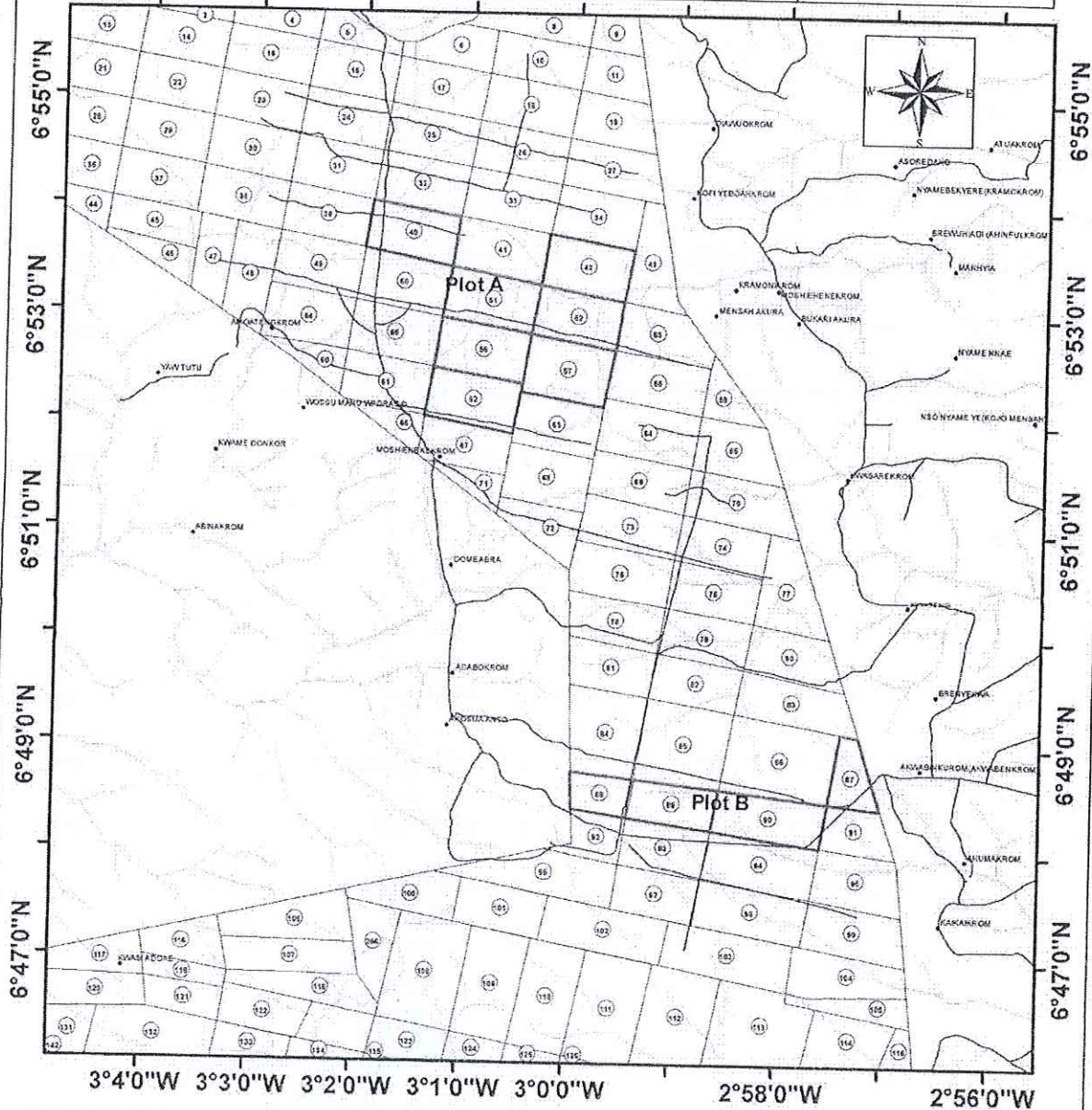
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F/S 0604B4

Area = 13.35 SQ KM

Scale 1:100,000

LOCALITY	FOREST DISTRICT	REGION
BIA TRIBUTARIES NORTH FOREST RESERVE	JUABOSO	WESTERN NORTH



LEGEND	
FOREST RESERVE BOUNDARY	-----
T. U. C BOUNDARY	-----
COMPARTMENT NO.	12
ROAD	-----
TOWN	•
RIVER / STREAM	~~~~~



ANNEX 3

J

SOCIAL RESPONSIBILITY AGREEMENT FORM

This agreement is made this 26th of AUGUST, 2020, between the chiefs and people of ADABOKROM. Herein after called, the COMMUNITY acting by its lawful attorneys and MESSRS MF-TLMART COMPANY LTD herein after called, the COMPANY, located at SEFWI ADABOKROM in the Western North Region of Ghana.

1. Whereas:-

- a. The Minister of state responsible for Lands and Natural Resources (The Minister) has granted the COMPANY to harvest timber in the BIA TRIBUTARIES NORTH Forest Reserve COMPARTMENTS 51,52,56 and 57 which are situated within JUABOSO/BIA FOREST DISTRICT in the WESTERN NORTH Region of Ghana.
- b. It is a condition of the grant that the COMPANY execute this agreement with the forest fringed communities and the District Assembly in order that the communities and inhabitants of the area shall be assisted with certain social/economic amenities and service or benefits as enshrined in the Timber Resources Management Regulations, LI 1649 of 1998.
- c. The parties hereto be bound by this agreement pursuant to the terms hereof.

2. Now therefore, the parties hereto agree as follows:-

- a. That the Community would use their Site S.R.A. to construct teachers quarters for the teachers who would be posted into the Community.
- b. That the Community would use some of the S.R.A. to continue the school project.
- c.

3. Code of conduct:-

- a. That the community shall make known in unambiguous terms to the company all cultural norms with respect to sacred groves, shrines, trees, taboo days, rivers and streams, etc.
- b. That the company, having been fully and adequate informed of all such norms shall show unquestionable respect for same, and shall endeavor to perform all the necessary customary rites as determined by the chiefs and people of the traditional Area.
- c. That the company shall ensure that drinking water sources are adequately protected.

- d. That where the company's operation should not accidentally cause any damage to already established infrastructure, the Company endeavour to restore same to the previous or better condition/state.
- e. The Company shall ensure prompt payment of all stumpage fees, rent and other statutory fees due and arising from their operations so as to facilitate the regular flow of revenue to the Traditional Council and District Assembly.
- f. That the Company, in observing and performing the terms of this agreement shall be allowed by the Community to quietly and peaceably carry out its operations in the Area and should not be stopped in any way while the execution of the SRA is in process or being adhered to.
- g. Any dispute arising from the implementation of this agreement shall be resolved amicably through dialogue, between the two parties, devoid of confrontations or violence.
- h. Under no circumstances should any party take a unilateral action, without the knowledge of the other party.
- i. If the two parties are not able to resolve and issue, it shall be done through arbitration and the cost of arbitration borne by both parties.

4. IN WITNESS WHEREOF, THE DULY AUTHORISED REPRESENTATIVES OF EACH OF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, EFFECTIVE AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

Company

Witness

For and on behalf of MF-TIMART

Sign *[Signature]*

Name *Marvin Akeloga*

(Managing Director)  
 MANAGING DIRECTOR  
 MF-TIMART COMPANY LIMITED  
 P.O. BOX GS 211  
 AHAFU REGION

Community

Sign *[Signature]*

Name *Sayida Haidar*

(Chairman)

Sign *[Signature]*

Name *Stephen Mketia*

(Eyaselene)

Sign .....

Name .....

( )

Witness:

Forest Services Division ( *ADM* )

Sign *[Signature]*

Name *J. N. Eneloa Kodua Aisa*

District Assembly ( *v* )

Sign *[Signature]*

Name *Hon. M. Kwab. Philip*



J

**SOCIAL RESPONSIBILITY AGREEMENT FORM**

This agreement is made this 16<sup>th</sup> of April, 2020 between the chiefs and people of ADABOKROM. Herein after called, the **COMMUNITY** acting by its lawful attorneys and MESSRS MF-TIMART CO. LTD. herein after called, the **COMPANY** located at SEFWI ADABOKROM in the Western North Region of Ghana.

**1. Whereas:-**

- a. The Minister of state responsible for Lands and Natural Resources (The Minister) has granted the **COMPANY** to harvest timber in the **BIA TRIBUTARIES NORTH Forest Reserve COMPARTMENTS 87,88,89and90** which are situated within **JUABOSO/BIA FOREST DISTRICT** in the **WESTERN NORTH** Region of Ghana.
- b. It is a condition of the grant that the **COMPANY** execute this agreement with the forest fringed communities and the District Assembly in order that the communities and inhabitants of the area shall be assisted with certain social/economic amenities and services or benefits as enshrined in the Timber Resources Management Regulations, LI 1649 of 1998.
- c. The parties hereto be bound by this agreement pursuant to the terms hereof.

**2. Now therefore, the parties hereto agree as follows:-**

- a. .... That the Community would use their 5% S.R.A. to construct teachers quarters for teachers who would be posted to the community
- b. ....
- c. ....

**3. Code of conduct:-**

- a. That the community shall make known in unambiguous terms to the company all cultural norms with respect to sacred groves, shrines, trees, taboc days, rivers and streams, etc.
- b. That the company, having been fully and adequately informed of all such norms shall show unquestionable respect for same, and shall endeavour to perform all the necessary customary rites as determined by the chiefs and people of the Traditional Area.
- c. That the company shall ensure that drinking water sources are adequately protected.





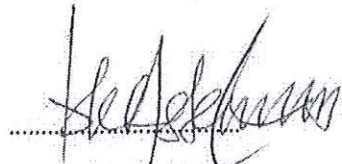
OATH OF PROOF

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..... at .....O'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

