

- i. Expenses arising from the acquisition of land title by outgrower;
- ii. Agricultural inputs;
- iii. Cash Advances;
- iv. Contribution of the cost of extension services.

In pursuance of the above the outgrower hereby authorises the Bank to administer the credit facility being the amount of the total cost of activities mentioned above by paying for invoices in respect of such services rendered and inputs applied in the development of the outgrowers plantation by [REDACTED] and debiting the outgrowers credit account with ADB with the total invoiced value as advised and or submitted to ADB by [REDACTED] as the principal amount of the credit.

3. The loan facility as granted in prevailing cedi values shall attract interest chargeable at the rate not exceeding 5% per annum above the refinancing rate as granted by GOG to [REDACTED]. Interest rate may be reviewed jointly by [REDACTED] and AFD when the economic environment demands but shall not exceed the above rate as granted by GOG to ADB. Apart from this the Bank shall charge a flat fee of 3% per annum of the loan amount advanced to the outgrower during the immaturity period of the plantation to cover the Bank's administrative and monitoring expenses which shall be deducted from the outgrower's proceeds during the maturity stage of the plantation.
4. a) For new plantations to be developed the loan facility shall be for a period of twenty (20) years with eight (8) years grace period on the principal and interest and shall be repaid over a period of twelve (12) years in accordance with the schedule attached hereto.
 - b) There shall be capitalisation of interest during the grace period.
5. [REDACTED] hereby undertakes the following obligations.
 - a) To select jointly with [REDACTED] outgrowers who shall be the beneficiaries of the loan and approve the area of the outgrower rubber plantation for which the loan may be granted.
 - b) To provide extension services and other technical advice and assistance to the outgrower in the management of the outgrower plantation and to ensure the success of the outgrower project.
 - c) To provide technical advice and services in respect of field maintenance during the loan period.
 - d) To purchase the rubber from the outgrower at an economic price to be agreed upon from time to time between the parties hereto and to pay the purchase price by bank transfer/cheques issued in the joint names of the outgrower and [REDACTED].
 - e) To compile progress and technical report on the project and submit same to [REDACTED] semi-annually.

- f) To make available planting materials, fertilizers, chemicals, tapping tools per approved disbursement plan attached in consultation with [REDACTED] through its representative on the steering Committee.
BANK
- g) To make available other equipment and supplies which may be required by the outgrower. These shall however be subject to [REDACTED]'s prior approval with [REDACTED]'s consent.
COMPANY BANK
- h) To assist the outgrowers in their endeavours to obtain their land indentures.
6. As collateral security for the repayment of the loan hereby granted, the outgrower hereby charges the rubber plantations particulars of which are contained in Schedule "B" hereof, the produce and the proceeds of any sale to ~~ADD~~ BANK
7. The outgrower hereby covenants and agrees with ~~ADD~~ and ~~ADD~~ as follows:-
BANK COMPANY
- a) To repay the amount of loan together with the interest, fees and other charges thereon at the time and manner stipulated in the schedule hereto attached.
- b) To develop the rubber plantation in accordance with the technical advice given by the officers of ~~ADD~~ and maintain same under the supervision of ~~ADD~~.
COMPANY COMPANY COMPANY
- c) To tap the rubber as directed by ~~ADD~~ and sell same to ~~ADD~~ exclusively and to no other person.
COMPANY COMPANY
- d) Not to mortgage, lease or part with possession of the plantation without the consent of ~~ADD~~ and ~~ADD~~ in writing.
BANK COMPANY
- e) To pay from the proceeds of the sale of the rubber the principal, interest and other bank charges and fees as and when they fall due.
- f) To keep the said plantation in good maintenance and repair at all times.
- g) To allow staff and or duly appointed representatives or agents of ~~ADD~~ ~~ADD~~ ~~ADD~~ and GOG access to the farm for the purpose of inspection.
COMPANY BANK COMPANY
- h) To adopt and implement all technical advice from ~~ADD~~.
COMPANY
- i) To contribute annually during the immature stage of the rubber an amount of ~~ADD~~ Euro equivalent in cedris toward services to be rendered by the Rubber Outgrower Unit (ROU) of ~~ADD~~. To contribute annually during the mature stage of the rubber an amount equivalent to ~~ADD~~% of the FOB price towards contribution to development deducted from the purchase price of the rubber.
COMPANY

8. The outgrower hereby authorises ^{COMPANY} [REDACTED] to issue cheques in payment for rubber sold to it in the joint names of himself and ^{BANK} [REDACTED].
9. ^{BANK} [REDACTED] hereby undertakes the following:-
- a) To Finance the agricultural credit component of the Project.
 - b) To ensure a follow up of the loans granted to the outgrowers by making quarterly visits to the plantations.
 - c) To honour all the invoices of ^{COMPANY} [REDACTED] relating to the delivery of inputs and the provision of services to the outgrowers only if the costing and determination of the requirements and value to be debited to the account of the outgrower was done through the participation of ^{BANK} [REDACTED]'s representative in the deliberation of the steering Committee. ^{BANK}
 - d) ^{BANK} [REDACTED] shall for the purposes of the repayment of the loan make deductions from payments made to it under clause 7 above and any balance left shall be paid to the outgrower
 - e) To regularly inform the outgrowers of their debt situation and payments to be made in respect of loans re-financed through funds of the credit facility.
 - f) To select the outgrowers jointly with ^{COMPANY} [REDACTED] from among the list to be submitted by ^{COMPANY} [REDACTED] in accordance with Clause 5(a) above.
10. Any intercropping by the outgrower shall have the prior written approval of ^{COMPANY} [REDACTED].
11. The outgrower shall not sell or part with the possession or dispose of the rubber to any other person or institution other than ^{COMPANY} [REDACTED] except with the consent of ^{COMPANY} [REDACTED] and ^{BANK} [REDACTED].
12. The outgrower shall be responsible for the acquisition of the land and the title deeds for his rubber plantation within two (2) years of joining the scheme.
13. In the event of the death of the outgrower the plantation shall devolve on his undisputed successor(s); where however there is a dispute as regards the resolution of the matter the plantation shall be managed by ^{COMPANY} [REDACTED] and any income derived by ^{COMPANY} [REDACTED] in the management of the plantation shall be utilized in the repayment of the loan facility granted to the outgrower, provision being made for expense of management.
14. The parties hereby mutually agree as follows:-
- a) ^{BANK} [REDACTED] at the request of an outgrower shall open a loan account in the name of the outgrower into which disbursements in kind as described in Clause 2 of this agreement shall be debited.

- b) The outgrower shall however be required to open a current account or a savings account into which any cash disbursements intended to be part of the loan shall be disbursed.
- c) Until final delivery of inputs to the outgrower ~~GOEL~~ ^{COMPANY} shall be held financially responsible for disbursements made for the purchase of such inputs.
15. An "event of default" shall exist if any one or more of the following events shall occur:
- a) The outgrower shall fail to pay any principal and or interest or shall fail to pay when due any fees, expenses, or other payments required hereunder.
- b) An execution shall be levied or issued out upon or against any part of a member of the outgrower's plantation and shall not be discharged within a period of fourteen (14) days.
- c) The outgrower shall fall in any material way in the performance of any of the covenants or undertakings contained herein or in any other document.
16. If any event of default which shall occur and continue for a period of 60 days after notice thereof has been given to the OUTGROWER by ~~GOEL~~ ^{BANK}, then ~~GOEL~~ ^{BANK} may at its option so long as such default shall continue by written notice to the outgrower declare the principal of the loan provided hereunder then outstanding to be due and payable immediately together with interests, fees and other charges thereon and upon such declaration such principal, interest and charges shall become due and payable immediately.
- ~~GOEL~~ ^{BANK} may following such declaration, request ~~GOEL~~ ^{COMPANY} to enter upon, take possession of and manage the plantation on behalf of ~~GOEL~~ ^{BANK}.
17. In the event under clause 16 above ~~GOEL~~ ^{COMPANY} shall use its best endeavours in managing the plantation and any income shall be utilised in the repayment of the loan facility granted to the OUTGROWER, provision being made for expenses of management.
18. Any dispute, differences and questions which may at any time arise between the parties hereto or their respective representatives or assigns arising out of or in respect of this agreement which cannot be amicably settled shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1961 (Act 38) or any statutory modification or re-enactment thereof for the time being in force.
19. This agreement shall terminate when all principal of, interest or and/or other expenses relating to the loan or management of the OUTGROWER project been fully paid by the outgrower.

