

**AHAFO SOCIAL RESPONSIBILITY
AGREEMENT**

BETWEEN

THE AHAFO MINE LOCAL COMMUNITY

AND

NEWMONT GHANA GOLD LIMITED

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A. STATEMENT OF AGREEMENT AND ITS AIMS

The Ahafo Social Responsibility Agreement (herewith called the "Agreement"), is made on _____ between Newmont Ghana Gold Limited whose address is C825/26, Lagos Avenue, East Legon Accra, in the Greater Accra Region of Ghana (hereinafter with its successors and assigns referred to as the "Company") of the one part, and the Chiefs and People of the Ahafo Mine Local Community, namely; Kenyasi No.1, Kenyasi No.2, Yamfo, Ntotroso, Wamahinso, Gyedu, Terchire, Adrobaa, Susuanso and Afrisipakrom (hereinafter referred to as the "Community"), and whose respective definition and composition are as stated in Schedule 1 to this Agreement, on the other part.

That in consideration of the mutual promises and conditions contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Company and the Community hereby agree as follows:

1. *Term of the Agreement and Procedure for Review*

- (1) This Agreement commences immediately upon the signing of the agreement by the Company and the Community and shall be in force until the final surrender of the Ahafo Mine Mining Lease.
- (2) The review of any part of this Agreement shall be in accordance with Schedule 4 to this Agreement.

2. *Cardinal Mutual Understanding*

- (1) The Company shall be committed to sustainable economic and social development of the Community and its environs and at all times promote peace and harmony between itself and the Community.
- (2) The Community shall be committed to discussions and consultations with the Company on issues of mutual interest and at all times promote peace and harmony between itself and the Company.
- (3) The Parties herein hereby agree to abide by the principles of openness and the sharing of information that will enable them understand each other's perspectives on issues of mutual interest.
- (4) The Parties hereby further agree to maintain trust, sustain good working relations and resolve challenges and conflicts through discussions and negotiations based on tolerance and patience.

3. *Aims of the Agreement*

The aims of this Agreement are to:

- (a) provide a clear, transparent and explicit statement of the commitments of the Parties herein;
- (b) provide the Community with the opportunity to participate in the Company's decisions and plans that may affect the Community and its environs.
- (c) build strong communication ties between the Parties;
- (d) set out the key principles and directions on how the Company and the Community will work together for their mutual benefit;
- (e) define the key issues that the Company and the Community intend to address;
- (f) ensure the sustainable development of the Community;
- (g) provide for the establishment of a Forum to deliberate on issues of mutual interest and to oversee the implementation of the Agreement herein
- (h) provide for the establishment of the Newmont Ahafo Development Foundation, and
- (i) provide for a Local Employment Agreement.

4.0 *Nature Of The Agreement*

- 4.1 This document sets forth certain policies that the Company has adopted regarding employment to which all parties express their full commitment. The parties further confirm that this document has been prepared solely to record the mutual understandings reached after extended negotiations.
- 4.2 The parties further agree, acknowledge and confirm that this document does not create any legally enforceable rights to the benefit of either of them and that all disputes or grievances of any kind arising out of or related to this document or the policies described herein, shall be settled through mediation and conciliation making use of the Dispute Resolution Committee provided for in this Agreement. The parties hereby renounce their rights to enter into any form of litigation or arbitration on any disputes or grievances arising out of this Agreement.
- 4.3 The parties further agree that neither of them shall without the fullest consultation with the other and its prior written consent amend any of the provisions of this Agreement.

B. GOVERNANCE

5. *The Agreement Forum*

- (1) There shall be a Forum that shall have oversight responsibility for implementing this Agreement.
- (2) Composition of the Forum:

The Forum shall comprise the following

- (a) an external Moderator and Co-Moderator appointed by the Forum;
 - (b) the Regional Minister for the Brong Ahafo Region;
 - (c) the General Manager, Environment and Social Responsibility (ESR) – Ahafo Mine;
 - (d) the External Affairs Manager – Ahafo Mine;
 - (e) the External Affairs Superintendent – Ahafo Mine;
 - (f) the three Members of Parliament within the two districts;
 - (g) the two District Chief Executives;
 - (h) the two Presiding Members of the District Assemblies
 - (i) the Amanhene/Chiefs and one subject from each community town nominated by the Omanhene/Chief.
 - (j) two Chief Farmers, one from each District;
 - (k) six (6) representatives of women groups, three from each district elected in accordance with the provisions of Schedule 2 to this Agreement;
 - (l) ten (10) youth representatives, one from each community town elected in accordance with the provisions of Schedule 2 to this Agreement;
 - (m) two representatives of Non-Governmental Organisations (NGOs), one from each District elected in accordance with the provisions of Schedule 2 to this Agreement, and
 - (n) two (2) Farmers Representatives, one from each District.
- (3) The Secretary of the Forum shall be nominated by the Moderator and approved by the Forum.

6. *Functions of the Forum*

- (a) The Forum shall oversee the implementation of this Agreement.
- (b) For the purpose of achieving the aims of this Agreement, the Forum may establish committees or boards and assign functions to them as the Forum considers appropriate.
- (c) The Forum may make rules, regulations and bye-laws to ensure the implementation of the provisions of this Agreement.

7. *Terms of Office of Members of the Forum*

- (1) Every member of the Forum whose membership is by virtue of his or her occupation of a political position shall continue to be a member of the Forum until he or she ceases to occupy such position and the person who next occupies the position shall automatically replace him.
- (2) Every member of the Forum whose membership is by virtue of his or her position as Omanhene or Chief, Chief Farmer and a subject nominated by the Omanhene/Chief shall continue to be such member until he or she ceases to occupy such position and the person who next occupies the position shall automatically replace him.
- (3) Every member of the Forum whose membership is by virtue of his or her occupation of a designated position in the Company shall continue to be such member until he or she ceases to occupy such position and the person who next occupies the position shall automatically replace him.
- (4) Subject to Subsections (1) to (3) herein, every member of the Forum including the Moderators shall hold office for a period of five years and shall be eligible for re-appointment for a period not exceeding five (5) years such that no member shall serve for a period exceeding ten (10) years.
- (5) Where a member of the Forum is temporarily absent from Ghana, a person designated by the absentee member may be approved by the Forum to act in his place during his said absence.
- (6) A member of the Forum may resign in writing addressed to the Moderator and the Moderator may resign by writing addressed to the Co-Moderator.
- (7) Subject to Subsection (4) herein, where the office of a member becomes vacant by death or resignation or continuous absence from Ghana for more than six months or where the appointment is revoked by the relevant appointing body, the Forum may confirm another person elected by the relevant body for the unexpired term of office of the exiting member.

- (8) Members of the Forum, except the Moderators, shall not be entitled to remuneration but shall be entitled to such allowances as may be recommended by the Forum and approved by the Board. Such allowances and any costs relating to the activities of the Forum shall be borne by the Foundation.
- (9) The remuneration for the Moderator and the Co-Moderator shall be determined by the Forum and borne by the Foundation.

8. *Meetings and Decisions of the Forum*

- (1) The Forum shall meet at such times and places as the Moderator may determine in consultation with the Standing Committee for the dispatch of its business but shall meet at least twice in a year.
- (2) The Moderator shall preside at each meeting of the Forum but in his absence the Co-Moderator shall preside. In the absence of the two, members present at the meeting shall select a chairman for that meeting.
- (3) The quorum at a meeting of the Forum shall be 50% of the total membership.
- (4) Decisions by the Forum shall be by consensus or by simple majority of the votes cast at the meeting.
- (5) The Forum may invite any person(s) or representative(s) of any organization/body to attend its meeting save that such person(s) or representative(s) shall not have any voting rights at such meeting.
- (6) The Moderator or the person presiding at a meeting of the Forum shall in the event of equality of votes have a casting vote.
- (7) A special meeting of the Forum may be convened at the written request of at least one-half of the members of the Forum submitted to the Moderator with a statement of the matters to be discussed at such special meeting. The Moderator shall upon the receipt of such a request, convene a special meeting of the Forum within ten days of the receipt of the request specifying in the notice to members, the agenda, time and place for the meeting.

9. *General Powers of the Forum*

Subject to the provisions of this Agreement the Forum shall have powers to provide for any act or acts or things in relation to this Agreement as it may consider necessary or expedient in its capacity as the oversight body.

10. *The Standing Committee of the Forum*

- (1) There shall be a Standing Committee of the Forum which shall act on behalf of the Forum during the Forum's recess.
- (2) The composition of the Standing Committee shall be as follows, namely:
 - (a) the Moderator and the Co-Moderator;
 - (b) the General Manager, ESR- Ahafo Mine;
 - (c) the External Affairs Manager, – Ahafo Mine;
 - (d) two Amanhene /Chiefs from each District;
 - (e) one Youth Representative from one District and one Women's Representative from the other District;
 - (f) the District Chief Executive and the Presiding Member from each District; and
 - (g) two representatives of farmers, one from each District.

11. *Functions of the Standing Committee*

The Standing Committee shall:

- (a) act on behalf of the Forum in emergencies or when necessary on all matters relating to this Agreement that may arise during the periods between meetings of the Forum.
- (b) perform any duties that may be assigned to it by the Forum;
- (c) receive proposals for the review of any part of this Agreement as per the provisions in Schedule 4 to this Agreement and make recommendations thereof to the Forum; and
- (d) report on its activities to the Forum for endorsement and/or ratification.

12. *Terms of Office of Members of the Standing Committee*

- (1) A member of the Standing Committee shall continue to be a member of the Committee until he or she ceases to be a member of the Forum and the person who replaces him or her as a member of the Forum shall become an automatic member of the Standing Committee.

- (2) Subject to Subsection (1) herein, every member of the Standing Committee including the Moderators shall hold office for a period of five years and shall be eligible for re-appointment to the Committee such that no member of the Committee shall serve for a period exceeding ten (10) years.
- (3) Where a member of the Standing Committee is temporarily absent from Ghana, the person who acts on his or her behalf as a member of the Forum during the said absence shall also act as a member of the Standing Committee.
- (4) A member of the Standing Committee shall not be entitled to remuneration for his membership of the Committee but shall be entitled to such allowances as may be recommended by the Forum and approved by the Board (of the Foundation).

13. *Meetings and Decisions of the Standing Committee*

- (1) The Standing Committee shall meet at such places and dates as the Chairman may decide for the dispatch of its duties and shall meet at least twice in a year.
- (2) The Moderator shall preside at each meeting of the Standing Committee but (in his or her absence) the Co-Moderator shall preside and in the absence of both, members present shall select a chairman for the day's meeting.
- (3) The quorum at a meeting of the Standing Committee shall be nine (9) including the Moderator and or the Co-Moderator.
- (4) The decisions of the Standing Committee shall be by consensus or by majority votes cast but in the event of equality of votes cast, the Chairman shall have a casting vote.

14. *The Complaints Resolution Committee*

- (1) There shall be a Complaints Resolution Committee which shall be responsible for resolving any complaints relating to the implementation of this Agreement and not solvable by existing procedures.
- (2) The composition of the Complaints Resolution Committee shall be as follows:
 - (a) the Co-Moderator who shall be the chairman; and
 - (b) four members of the Forum appointed on ad-hoc basis by the chairman in consultation with at least four members of the Standing Committee such that two members each shall represent the

Company and the Community and the persons so nominated shall have experience relating to the nature of the complaint lodged.

15. *Functions of the Complaints Resolution Committee*

The Committee shall:

- (a) consider and resolve any complaint referred to it as per the provisions of Schedule 3 to this Agreement;
- (b) report to the Standing Committee of Forum all the complaints referred to it and the outcome thereof and
- (c) make recommendations to the Standing Committee of the Forum for the review of complaint resolution policies in this Agreement.

16. *Terms of Office of the Members of the Complaints Resolution Committee*

- (1) Membership of the Complaints Resolution Committee except that of the Co-moderator, shall be on an ad-hoc basis and determined by the Standing Committee of the Forum.
- (2) The Co-moderator shall continue to be a member and the chairman of the Committee until he ceases to be a Co-moderator and the person replacing him as the Co-moderator shall automatically replace him as a member and chairman of the (Complaints Resolution) Committee.
- (3) A member of the Complaints Resolution Committee may resign by writing [addressed] to the Co-Moderator to that effect.

17. *Meetings and Decisions of the Complaints Resolution Committee*

- (1) The Complaints Resolution Committee shall meet at such times and places as the Chairman may decide and shall meet whenever it becomes necessary to resolve a complaint relating to the implementation of this agreement and referred to it per the channels specified in Schedule 3 to this Agreement.
- (2) The quorum for a meeting shall be three (3) including the chairman.
- (3) Decisions shall be by consensus or by majority of the votes cast; but in the event of equality of votes, the chairman shall have a casting vote.

C. COMPANY-COMMUNITY ROLES AND RELATIONS PRINCIPLES

18. *Special Role of Nananom*

- (1) Notwithstanding the provisions in this agreement, the Company and the Community agree that Nananom have a special role to play to honour protocols and to maintain transparency, peace and harmony in the Community and that the Company has to support Nananom to enable them play this role effectively.
- (2) In pursuance of Subsection (1) herein, Nananom shall:
 - (a) assist to resolve any conflict arising within the Community and between the Community and the Company;
 - (b) receive visitors, NGOs and the media enquiring about the Company's activities and accord them appropriate courtesies;
 - (c) where necessary advise personnel from the Company on issues relating to Company – Community relations;
 - (d) support the Company Agricultural Improvement and Land Access Programme (AILAP) through the provision of land to help restore peoples' livelihood; and
 - (e) work together with the Company to prevent Galamsey activities within the Company's concession and within the Community as a whole.
- (3) In pursuance of Subsection (1) aforementioned, the Company agrees to accord Nananom special protocols appropriate to their status.

19. *Special Role of the Community and Citizens*

- (1) Notwithstanding the provisions of this Agreement, the Company and the Community agree that the Community and the citizens have a special role to play to maintain transparency, peace and harmony in the Company's operational area(s).
- (2) In pursuance of Subsection (1) therefore, the Community and citizens shall:
 - (a) use existing processes and procedures to address any issues of mutual interest;
 - (b) support existing committees to communicate with the Company;

- (c) patronize information centers to seek information;
- (d) attend meetings to get feedback from committees and representatives on the various committees and the Forum;
- (e) use community and public consultative officers as channels of communication with the Company;
- (f) recognize and support youth associations and their activities that are useful to the community;
- (g) participate in election of representatives to committees and the Forum;
- (h) respect and manage time effectively; and
- (i) respect normal protocols.

20. *Special Role of the Company and Employees*

- (1) Notwithstanding the provisions of this Agreement, the Company and the Community agree that the Company and its employees have a special role to play to maintain transparency, peace and harmony in the Ahafo Mine Area.
- (2) In pursuance of Subsection (1) herein the Company and its employees shall:
 - (a) respect the culture of the Community;
 - (b) respect normal protocols;
 - (c) honour promises and commitments;
 - (d) use community and public consultative officers as channels of communication with the Community;
 - (e) use existing processes and procedures to address any issues of mutual interest; and
 - (f) respect and manage time effectively.

21. *Special Role of the District Assemblies*

Notwithstanding the provisions of this Agreement, the District Assemblies shall:

- (a) assist to resolve any conflict arising within the community and between the Community and the Company;
- (b) work together with the Community and the Company to prevent Galamsey activities within the Company's concession and within the Community as a whole;
- (c) assist the Community to select useful development projects and support the projects; and
- (d) assist the Community to elect representatives to various committees and the Forum.

D. COMPANY - COMMUNITY PARTICIPATION AND TRANSPARENCY MANAGEMENT

22. *Newmont Ahafo Development Foundation and its Management*

- (1) There shall be a Foundation established by the Company and the Community to fund sustainable development projects in the Community.
- (2) The management of the Foundation, sources of resources for the Foundation and acceptable development projects shall be as specified in the agreement to be executed between the Company and the Newmont Ahafo Development Foundation.

23. *Issues Identification and Potential Conflict Resolution Management*

- (1) The Company and the Community agree that where any issue of potential conflict is identified or where any conflict arises between them they shall exercise patience and tolerance and resolve the issue through dialogue and negotiation so as to maintain good working relations.
- (2) Where necessary the Company shall in consultation with the Forum assist in capacity building by providing training for people who will participate in the different aspects of conflict identification, management and resolution.
- (3) Pursuant to Subsection 1 herein, the Company and the Community agree to recognize, patronize and support the Grievance/Complaint Management

procedures established by the Company and the Grievance/Complaint Management procedures of the Community and Government.

- (4) The Company and the Community agree:
- (a) to relate to each other in such a way as to build and improve confidence and trust in each other through effective management of all issues including:
 - Information/communication management;
 - Environmental/social participatory monitoring management;
 - Land access and compensation management; and
 - Environmental/social closure and reclamation management.
 - (b) to review actions taken to resolve disputes, grievances or complaints and make congratulatory acknowledgements for good actions and peaceful settlements

24. Information/Communication Management

- (1) *In pursuance of Section 23 herein*, the Company and Community agree that proper management of information and communication is the logical way to:
- (a) know the concerns of each other;
 - (b) understand each other's views;
 - (c) maintain transparency;
 - (d) find objective solution to problems; and
 - (e) resolve conflicts peacefully.
- (2) Consequent to Subsection 1 herein therefore, the Company and the Community agree to recognize, patronize and support the Community Consultative Committee established by the Company, and its principles and activities.
- (3) Consequent to Section 1, and notwithstanding any policies of the Company on information and communication management and the activities of the Community Consultative Committee, the Company and the Community agree to manage information and communication according to the plans outlined in Annex 2 to this Agreement.

25. *Environmental/Social Participatory Monitoring Management*

- (1) *In pursuance of Section 23 herein, the Company and Community agree that the Community shall participate in the Company's environmental/social impact monitoring programmes.*
- (2) *The identification and development of monitoring programmes and the participatory roles of the Company and the Community shall be as specified in Annex 1 to this Agreement.*

26. *Land Access and Compensation Management*

- (1) *In pursuance of Section 23 herein, the Company and the Community agree to observe the laws of Ghana regarding access to land and compensation.*
- (2) *In addition to the laws of Ghana regarding access to land and compensation, the Company and the Community agree to use plans outlined in Annex 3 to this Agreement to manage access to land in the Community.*

27. *Environmental/Social Closure and Reclamation Management*

- (1) *In pursuance of Section 23 herein, the Company and the Community agree that the Community shall participate in the Company's environmental/social closure and reclamation programmes.*
- (2) *The identification and development of closure and reclamation programmes shall be as specified in Annex 4 to this Agreement.*

28. *Local Employment Agreement.*

- a) *In pursuance of the aims of this Agreement, there shall be a Local Employment Agreement executed between the Parties herein to regulate the employment of unskilled and/or skilled labour from the Community by the Company.*

E. SCHEDULES

Schedule 1 Definition and Composition of the Ahafo Mine Local Community

- (1) Definition: The Ahafo Mine Local Community refers to:
 - (a) community towns that are physically located on the Mining Lease of Newmont Ghana Gold Limited (NGGL) within the current operational area of the Ahafo Mine Project or within the Mining Lease area under active exploration.
 - (b) Community/traditional areas that have a significant amount of its traditional land covered by the Mining Lease of Newmont Ghana Gold Limited within the current operational area of the Ahafo Mine Project or within the area of the Mining Lease under active exploration.
- (2) Composition: For the time being, the Ahafo Mine Local Community is made up of the following two Districts and the main community towns and their settlements and environs therein, namely;
 - (a) Tano North District: The community towns covered by this Agreement are:
 - Terchire
 - Adrobaa
 - Yamfo
 - Susuanso
 - Afrisipakrom
 - (b) Asutifi District: The community towns covered by this Agreement are:
 - Kenyasi No. 1
 - Ntotroso
 - Wamahinso
 - Kenyasi No. 2
 - Gyedu
- (3) Review of Composition: Subject to Subsection (1) herein, the composition of the Ahafo Mine Local Community shall be reviewed annually to include community towns based on updated maps provided annually by the Company as per Schedule 5 of this Agreement.
- (4) "Parties" – refers to both Newmont Ghana Gold Limited and the Ahafo Mine Local Community.

Schedule 2 Procedure for Electing Representatives of Bodies - NGOs, Youth and Women's Consultative Groups

- (1) Members of a body electing a representative to the Forum shall first make nominations in writing to the District Electoral Officer of the District from which the representative is to be elected.
- (2) The District Electoral Officer shall conduct the election.
- (3) Election shall be by secret ballot and the ballot box shall be transparent.
- (1) At the end of the voting the candidate who receives the highest number of votes shall be declared the elected representative to the Forum.
- (2) The name of the elected candidate shall be submitted by the District Electoral Officer to the Chief/Omanhene who shall present the name to the Forum.

Schedule 3 Complaints Management and Resolution Procedure

- (1) The Company and Community agree that where any complaint relating to the implementation of this Agreement arises the complaint shall be resolved through dialogue and negotiation in an atmosphere of patience and tolerance.
- (2) In pursuance of Subsection (1) herein therefore, the following procedures shall be used to resolve a complaint relating to the implementation of this Agreement:
 - (a) A community town having a complaint shall lodge the complaint with the chairman of the Complaints Resolution Committee through the Chief/Omanhene of the town.
 - (b) Where the Company has a complaint, the Company shall lodge the complaint with the chairman of the Complaint Resolution Committee through the External affairs Superintendent of the Company.
 - (c) Where the District Assembly has a complaint, the District Assembly shall lodge the complaint with the chairman of the Complaints Resolution Committee through the Presiding Member of the said Assembly.
- (3) Subsequent to Subsection (2) herein, the chairman of the Complaints Resolution Committee shall within ten (10) days upon the receipt of a complaint, appoint members of the Forum to constitute the Complaints Resolution Committee in accordance with Section 14 (2) (b) of this agreement.
- (4) Subsequent to Subsection (3) herein, the chairman shall convene a meeting(s) of the committee to which complaint's representative as per subsection (2) shall be invited in writing and resolve the complaint within thirty (30) days upon the receipt thereof.

- (5) Where the Complaints Resolution Committee considers that the complaint does not directly relate to the implementation of this Agreement, it shall refer the complaint to other existing formal complaints and grievances resolution authorities or bodies and advise the complainant thereof.
- (6) The chairman of the Complaints Resolution Committee shall report the complaint and the outcome thereof at the next meeting of the Forum.
- (7) Where the Complaints Resolution Committee is unable to resolve the complaint it shall refer the complaint to the Standing Committee of Forum which shall consider and resolve the complaint at its next meeting or at an emergency meeting convened for that purpose.
- (8) Where the Standing Committee is unable to resolve the complaint, it shall refer the complaint to the Forum which shall consider and resolve the complaint at its next meeting or at an emergency meeting convened for that purpose and the decision of the Forum on the matter shall be final.

Schedule 4 Procedure for the Review/Amendment of the Agreement

- (1) Any person proposing the review or Amendment of any part of this Agreement shall present the proposed review/amendment with reasons therefore through and endorsed by a member of the Forum to the chairman of the Standing Committee of Forum at least two months before the annual joint meeting of the Board and Forum at which the annual report of the Board shall be discussed.
- (2) The Standing Committee of Forum shall receive and consider proposals for review/amendment and make recommendations to Forum at the annual joint meeting of the Board and Forum.
- (3) The proposals and recommendations for review/amendment of the Agreement shall be discussed by members of the Board and the Forum and the decision to review/amend any part of the agreement shall be by consensus or by majority of votes cast except that only members of the Forum shall have the right to vote.
- (4) Where there is equality of votes the Moderator or the person presiding as the chairman shall have a casting vote.
- (5) No review/amendment shall be valid unless at least two-thirds of the members of the Forum are present at the annual joint meeting of the Board and Forum.

Schedule 5. Provision of Updated Map of Mining Lease

- (1) The Company shall produce updated map of its mining lease at least annually to the Forum and the Board; the map shall show in particular:
 - (a) the area belonging to each community town;
 - (b) the area occupied by all mining activities;
 - (c) the area where the Company intends to work in the following year;
 - (d) the area where access is free; and
 - (e) the area where access is restrictive.
- (2) The Community shall assist the Company to map out the area of each community town and its settlements and environs.

Schedule 6. Rules, Regulations and Bye-Laws

- (1) Every member of the Forum shall be committed to the implementation of this Agreement and any Rules, Regulations and Bye-Laws made thereunder.
- (2) Any member of the Forum who knowingly, directly or indirectly, obstructs or causes the obstruction of the implementation of this Agreement shall be cautioned.

F. ANNEXES

Annex 1 Environmental/Social Participatory Monitoring Management Plan

- (1) Notwithstanding the obligatory environmental/social impact monitoring programmes contained in the Environmental Impact Statement and Environmental Management Plan of the Company, the Company and the Community agree to work together to identify and develop programmes to monitor any aspect of environmental/social impact.
- (2) Consequent to Subsection (1) therefore, the Company shall develop a plan inclusive of standard forms to be completed by the Company and Community in respect of any monitoring programmes. The plan and standard forms shall be designed to capture the following:
 - (a) identification of specific environmental/social parameter(s) that need(s) to be monitored as for example water quality at specific locations down stream or blast vibration at a particular location;
 - (b) identification of stakeholders in the programme i.e. the people who will participate in the programme;

- (c) expectation of the processes and outcome of the programme as for example why and how the monitoring should be carried out and how the outcome should be stated;
 - (d) indicators of the environmental/social parameters to be measured;
 - (e) mode of reporting the monitoring results to the Community and all external stakeholders; and
 - (f) the timeframe for monitoring the programme and reporting of the results.
- (3) The Company shall assist in capacity building by providing training for people who will participate in the monitoring programme so that they can understand the processes and be able to draw objective conclusions.
 - (4) The Community shall select at least three community citizens to participate in any monitoring programme and the selected citizens shall fully participate in the monitoring programme.

Annex 2 Information and Communication Management Plan

- (1) Pursuant to Section (8) of this Agreement, the Forum shall after every meeting prepare a summary of issues discussed and decisions taken for dissemination in the Community.
- (2) The Forum shall organize radio, television and newspaper announcements and give a summary of issues discussed, decisions taken and progress on the implementation of this Agreement for the benefit of the Community.
- (3) The Company shall produce a bi-annual flyer/bulletin on the Forum's decisions and all matters of interest relating to this Agreement and its implementation and distribute copies of the flyer/bulletin to members of the Forum for distribution to the Community.
- (4) (a) In recognition of the diverse geography between Stage 1 and Stage 2 of the Ahafo Gold Project, the Company and the Community agree to form two Community Consultative Committees, one in each District, to act as communication channels on all aspects of Company-Community interactions especially on issues pertaining to Stage 1 and Stage 2 of the Ahafo Gold Project at the local level. The Community Consultative Committees shall also assist in communicating all issues from Stage 1 and Stage 2 to the community towns of the Forum.
- (b) The Company and the Community shall define the modus operandi of the Community Consultative Committees.

- (5) The Community representatives on the Forum and the Community Consultative Committees shall disseminate information from the Forum and the Company to the people in the Community:
 - (a) at durbars and market places;
 - (b) at meetings in the palaces;
 - (c) through churches and mosques;
 - (d) by beating the gong-gong;
 - (e) by sharing print material from the Forum or Company;
 - (f) at District Assembly meetings;
 - (g) at meetings of associations; and
 - (h) by making print and audio-visual material available at information centers.
- (6) The Community people shall give information to the Forum:
 - (a) through their representatives on the Forum;
 - (b) through the committees of the Forum;
 - (c) through the Company; and
 - (d) through suggestion boxes provided by community towns.

Annex 3 Land Access and Compensation Management Plan

- (1) Pursuant to Section 26 of this Agreement, the Company and Community agree that the Community has access rights to the mining lease but that there are some areas which have restricted access for safety and security reasons because of the mining operations.
- (2) To avoid accidents and interruption of mining activities, the Company shall at least annually produce updated map of the mining lease showing:
 - (a) freely accessible areas permissible for development and cash crop farming;
 - (b) freely accessible areas permissible for farming of food crops;
 - (c) freely accessible areas but not permissible for development or farming; and
 - (d) restricted access areas.
- (3) People from the Community may visit freely accessible areas at any time without the consent of the Company.
- (4) Where any person wishes to develop or farm in a freely accessible area the person shall present for consideration and approval by the Company, a

proposal detailing out the area of interest and the intended type of development or farm.

- (5) Where any person wishes to visit a restricted access area the person shall obtain authorisation from the Company.
- (6) The Company and Community agree that the security officers shall not permit anybody without authorisation to visit, develop or farm in restricted access areas.
- (7) Where compensation has to be paid for crops, developments, land or anything affected by the Ahafo Mine Project and attendant activities the Company and the Community agree that the Company shall negotiate the value of compensation with the person or group of persons to whom the compensation must be paid in line with the established negotiation process.

Annex 4 Environmental/Social Closure and Reclamation Management Plan

- (1) Notwithstanding the obligatory environmental/social closure and reclamation programmes contained in the Environmental Impact Statement and the Environmental Management Plan of the Company, the Company and the Community agree to work together to identify and develop programmes for any aspect of environmental/social closure and reclamation.
- (2) Consequent to Subsection (1) therefore, the Company and Community shall develop a plan inclusive of standard forms to be used by the Company and the Community in respect of any closure and reclamation programmes. The plan and the standard forms shall be designed to capture the following:
 - (a) identification of stake holders who will become part of a Mine Closure Panel;
 - (b) identification of specific closure and reclamation projects such as revegetation, transfer of infrastructure or severance of local employees;
 - (c) definition of closure/reclamation objectives, processes and expected outcomes;
 - (d) indicators of the programmes to be measured;
 - (e) the mode of reporting progress and results to the Community and all external stakeholders; and
 - (f) the timeframe to start any environmental/social closure and reclamation programme.

- (3) The Company shall assist in capacity building by providing training for the people who will participate in the closure and reclamation programmes.
- (4) The Community shall select at least three community citizens to participate in any closure and reclamation programme and the selected citizens shall fully participate in the programme.

G. INTERPRETATION

In this Agreement unless the context otherwise requires and expresses

“Agreement” means Ahafo Social Responsibility Agreement;

“Forum” means Ahafo Social Responsibility Agreement Forum;


“Foundation” means Newmont Ahafo Development Foundation;

“Board” means Board of Trustees of the Newmont Ahafo Development Foundation;

“Project” means An Approved Sustainable Development Project.

IN WITNESS of which the parties hereto have set their hands this 29th day of May 2008.

SIGNED for and on behalf of the
NEWMONT AHAFO DEVELOPMENT
FOUNDATION by

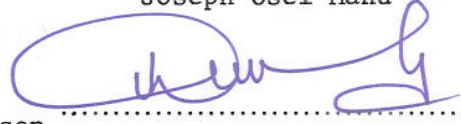
Kwame Saarah-Mensah

REPRESENTATIVE OF THE
NEWMONT AHAFO DEVELOPMENT
FOUNDATION (No. 1)

In the presence of:-

1.  S. B. Nsenkyire

Joseph Osei Manu

2.  Nicholas Fosu Johnson

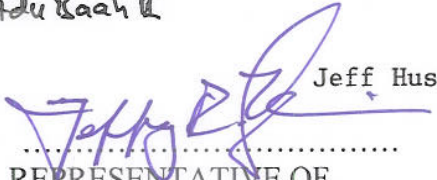


3.  Nana Kofi Abiri

REPRESENTATIVE OF THE
NEWMONT AHAFO DEVELOPMENT
FOUNDATION (No. 2)

4.  Nana Ansah Adu Raah

SIGNED for and on behalf of NEWMONT)
GHANA GOLD LIMITED) by


REPRESENTATIVE OF
NEWMONT GHANA GOLD LTD.
(No. 1)

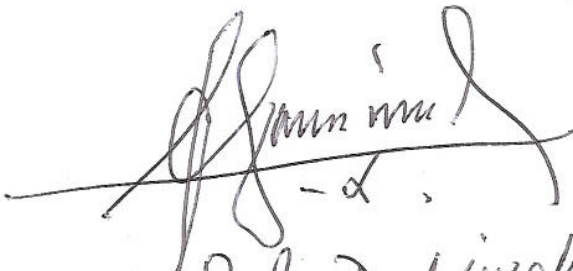
In the Presence of: Dan Michaelson

1. 


REPRESENTATIVE OF

2.  Chris Anderson

NEWMONT GHANA GOLD LTD.
(No. 2)


Prof. D. Mivelu-Gyimah
Moderator, ASRF
29.05.08

OATH OF PROOF BY A WITNESS BEFORE HIGH COURT REGISTRAR.

I, _____ of _____ make oath and say that on the _____ day of _____ 2008, I was present and saw the within-named parties duly execute the INSTRUMENT now produced to me and that the parties read over the contents of the document to their understanding before appending their respective signatures hereto.

SWORN AT _____ THIS _____ DAY OF _____ 2008 } _____
DEPONENT

HIGH COURT REGISTRAR.

CERTIFICATE OF PROOF BY THE HIGH COURT REGISTRAR.

On the _____ day of _____ 2008 at _____ O'clock in the forenoon or soon thereafter this Instrument was proved before me by the oath of the within-named witness _____ of _____ to have been duly executed by the within-named Parties.

GIVEN UNDER MY HAND AND OFFICIAL SEAL

HIGH COURT REGISTRAR, SUNYANI.

PREPARED BY:

AHAFO SOCIAL RESPONSIBILITY FORUM MEMBERS

<u>MEMBERS</u>	<u>S T A T U S</u>
1 Prof. D. Mireku-Gyimah	Moderator
2 Mr Kwame Saarah-Mensah	Co-Moderator
3 Hon Ignatius Baffour-Awuah	Brong Ahafo Regional Minister
4 Hon E. A. Debrah	MP, Tano North Constituency
5 Hon Alhaji Collins Dauda	MP, Asutifi South Constituency
6 Hon Nicholas L. Anane-Agyei	DCE, Tano North District Assembly
7 Hon Opoku Peprah	DCE, Asutifi District Assembly
8 Mr Dan Michaelson	General Manager, ESR – Ahafo Mine
9 Mr Randy Barnes	External Affairs Manager, Ahafo Mine
10 Mr Emmanuel Ato Aubynn	External Affairs Supt., Ahafo Mine
11 Hon Paul Okoh	MP, Asutifi North Constituency
12 Mr Nicholas Fosu Johnson	Hon. P.M. Tano North District Assembly
13 Mr S. B. Nsenkyire	Hon. Presiding Member, ADA
14 Nana Osei Kofi Abiri	Omanhene, Kenyasi No. 1
15 Nana B. G. Boateng	Ankobeahene, Kenyasi No.1
16 Odeneho K. Nsiah Ababio	Omanhene, Kenyasi No.2
17 Nana Kontor Fofie	Krontihene, Kenyasi No. 2
18 Barima Twereku Ampem III	Chief, Ntotroso
19 Nana Amoasah Owusu III	Krontihene, Ntotroso
20 Nana Ansah Adu-Baah II	Omanhene, Yamfo
21 Nana Baffour Awuah III	Gyasehene, Yamfo
22 Nana Antwi Tabiri II	Chief, Susuanso
23 Nana Osei Boahene	Nifahene, Susuanso
24 Nana Kwaku Beniana	Ag Chief, Terchire
25 Nana John Acheampong	Kyidomhene, Terchire
26 Nana Agyei Twum II	Chief of Wamahinso
27 Nana Ofori Bonsu	Akwamuhene, Wamahinso

28	Nana Antwi Bosiako II	Chief of Adrobaa
29	Nana Opoku Fofie	Krontihene Adrobaa
30	Nana Bonini Nkrawiri IV	Chief of Afrisipakrom
31	Nana Kwaku Poku	Akyeamehene of Afrisipakrom
32	Nana Ankoanna Apoma Kyekyeku III	Chief of Gyedu
33	Nana Baffour Okyere Darko Amoako II	Krontihene of Gyedu
34	Mr Stephen Owusu-Afriyie	Gyedu Youth Representative
35	Mrs Lucy Adutwumwaah	Asutifi District Women Representative
36	Mrs Mary Addai	Asutifi District Women Representative
37	Mrs Leticia Anokye	Asutifi District Women Representative
38	Mrs Dora Osei Kufuor	Tano North District Women Representative
39	Mrs Christiana Nyamekye	Tano North District Women Representative
40	Mrs Mary Amoah	Tano North District Women Representative
41	Mr Awuah Boateng	Susuanso Youth Representative
42	Mr Joseph Acheampong	Terchire Youth Representative
43	Mr Ernest Kofi Owusu	Kenyasi No. I Youth Representative
44	Mr Joseph Danso	Kenyasi No. II Youth Representative
45	Mr Edward Kufuor-Barnes	Yamfo Youth Representative
46	Mr Danso Abeam	Adrobaa Youth Representative
47	Mr Bismarck Adjin-Frimpong	Afrisipa Youth Representative
48	Mr Stephen Antwi	Wamahinso Youth Representative
49	Mr Asante Ameyaw Joseph	Ntotroso Youth Representative
50	Nana Atuahene-Acheampong	Asutifi District Farmers Representative
51	Mr. A. K. Adjei	Tano North District Farmers Representative
52	Mr Isaac Oware-Aboagye	Asutifi NGO's Representative
53	Mrs Margaret Anane Agyei	Tano North NGO's Representative
54	Charles B. Antuokuu	UMaT, Recorder