

Adhesive Stamp Re 318,115,600 Cdn \$83,164

THIS AGREEMENT is made this 22nd day of April in the year of Our Lord Two Thousand and Nine pursuant to the provisions of the Provinces Land Act (Cap 122) of the Laws of Sierra Leone 1960 BETWEEN the Paramount Chief of Bureh Chiefdom HON. P. C. BAI BUREH SALLU LUGBU II MP representing the Tribal Authority of BUREH, KASSEH and MACONTEH CHIEFDOM (hereinafter referred to as "BKM") in the Port Loko District Northern Province of the Republic of Sierra Leone of the first part AND PA ALIMAMY BANGURA, PA ADIKALIE SESAY, AUGUSTINE NOAH KAMARA, MANNAH SESAY, PA ALIMAMY SALLU CONTEH, PA ALIMAMY CONTEH, ABDUL KARIM CONTEH, OSMAN BANGURA, PA ALIMAMY KARGBO, PA AMADU KAIFA CONTEH, ABDUL VICTOR MALO SESAY and VICTOR CONTEH all of BKM Port Loko District in the Northern Province aforesaid (hereinafter referred to as the "LESSORS" which expression where the context so admits shall include their successors in office, beneficiaries and lawful assigns) of the second part AND SIERRA LEONE AGRICULTURE a Limited Liability Company Incorporated Under Cap 249 of the Laws of Sierra Leone with it's Offices situate at No. 18 Wilberforce Street, Freetown in the Western Area of the Republic of Sierra Leone (hereinafter referred to as the "LESSEE" which expression where the context so admits shall include its successors in title and lawful assigns) of the third part.

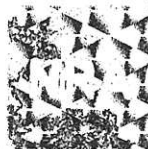
1. NOW THIS DEED WITNESSTH AS FOLLOWS: -

- (i). That in consideration of the rents covenants and stipulations hereinafter reserved and contained on the part of the LESSEE to be paid observed and performed the LESSORS with the consent of the Chiefdom Council hereby Demise unto the LESSEE ALL THOSE pieces or parcels of land totaling 41,582 hectares or thereabout situate lying and being at BKM Chiefdom Port Loko District in the Northern Province aforesaid (more particularly described in the schedule hereunder and intended form an integral part of this Agreement (hereinafter referred to as "the DEMISED LAND") TO HAVE and TO HOLD the same UNTO and to the USE of the LESSEE from the 1st day of January 2009 for a term of fifty (50) years certain YIELDING AND PAYING therefore during the said term the annual rent in advance as follows:-
 - (a) The sum of USD\$2.00 (Two United States Dollars) annually per hectare for the first twenty five (25) years of the term hereby granted totaling USD83,164.00 (Eighty Three Thousand One Hundred and Sixty Four United States Dollars) per annum.
 - (b) The sum of USD\$2.50 (Two United States Dollars Fifty Cents) annually per hectare for the second twenty five (25) years of the term hereby granted totaling USD103,955.00 (One Hundred and Three Thousand Nine Hundred and Fifty Five United States Dollars Fifty) per annum.

2. **THE LESSEE HEREBY COVENANTS WITH THE LESSORS AS FOLLOWS:-**

- (i) To pay the rent hereby reserved in the manner aforesaid
- (ii) To bear pay and discharge all utility charges to wit; electricity telephone and water consumed by the **LESSEE** on the **DEMISED LAND** associated with the Agricultural operations of the **LESSEE**.
- (iii) To keep the **DEMISED LAND** including all drains, sanitary and water appurtenances in good and tenantable repair and condition (fair wear and tear excepted) throughout the term hereby granted.
- (iv) To develop the **DEMISED LAND** in such a manner and at such time as the **LESSEE** shall deem expedient.
- (v) At the expiration or sooner determination of the said term peaceably, to **YIELD UP** to the **LESSORS** the **DEMISED LAND** with any addition thereto (except **LESSEE'S** fixtures) in good and substantial repair fair wear and tear excepted
- (vi) To pay into a community development fund, for the benefit of the local community at the end of every year, a royalty of five per cent (5%) of its net profit.
- (vii) To pay the monies as a single payment into a communal account and except otherwise subsequently agreed to be controlled and managed by the **HON. PARAMOUNT CHIEF**, the **HON. MEMBER of PARLIAMENT**, **COUNCILLORS** and three (3) Landowners who are signatories to these presents **PROVIDED** that the **LESSEE** shall have and appoint two representatives in the Management Body of the community fund for the term of the Agreement.
- (viii) To use its reasonable endeavours to employ a local person in preference to an expatriate applying for the same vacancy, provided that the local person holds the required qualifications.
- (ix) To be responsible for the rehabilitation of the existing palm oil plantations on the **DEMISED LAND** as deemed appropriate by the **LESSEE** and the preparation of the land for, and the planting and maintenance of new plantations of various crops including but not necessarily oil palms.
- (x) To use its reasonable endeavours to procure the provision of primary and secondary education for the direct dependants of the **LESSEE'S** employees.

ISSUING OFFICE *R/CGT*
DATE *31/03/09*



AMOUNT PAID
Le *5000000*

ORIGINAL
for tax payer

NATIONAL REVENUE AUTHORITY

ITD 00040371

TAX CLEARANCE CERTIFICATE

1 NAME/ADDRESS *Suena Leone Agriculture Limited*
18, Wilberforce Street,
Freetown

SOURCES OF INCOME:

YEAR OF ASSESSMENT *2009* FILE No. *17.79*

has applied to me for tax clearance certificate for the following purpose:-

Agreement

2. I confirm from the information available that:-

- a) has paid his /her/it's tax liabilities up to and including the 20.....
Year of Assessment.
- b) has paid P.A.Y.E. and other withholding taxes up to and including.....
- c) has submitted all tax return due up to date

3. BELOW IS A SUMMARY OF HIS/HER/ITS TAX POSITION FOR THREE YEARS

YEAR OF ASSESSMENT	CHARGEABLE INCOME	TAX CHARGED	TAX PAID	TAX OUTSTANDING
20.....	/	/	/	/
20.....	/	/	/	/
20.....	/	/	/	/

4 I therefore issue this certificate which is valid up to *30/04/2009*



- (xi) To use its reasonable endeavours to procure the provision of healthcare, housing, sanitation and portable water to the reasonable benefit of the **LESSEE'S** employees and the direct dependants of the **LESSEE'S** employees.
- (xii) To have the sole discretion to appoint such persons as the **LESSEE** deems necessary to carry out its Agricultural and ancillary Projects, in accordance with the **LESSEE'S** own selection and recruitment procedure.
- (xiii) To use reasonable endeavours to ensure that any technology used for the above project is of reasonable quality.
- (xiv) To consult with the **LESSORS** where small settlements must be moved for the purpose of establishing plantations and to use reasonable endeavours to re-house any displaced people in appropriate housing within the locality
- (xv) In consultation with the local authority to identify and demarcate traditional reserves and/or sacred grounds.
- (xvi) To use all reasonable endeavours to ensure that the project is run in an environmentally friendly manner.
- (xvii) To permit the **LESSORS** or their duly authorized agents upon receipt of two weeks prior written notice once in the year during the day time to enter upon the **DEMISED LAND** for inspection and thereafter give notice in writing to the **LESSEE** of all defects and want of repairs then and there found subject to clause 4 (i)
- (xviii) To pay all Solicitors fees and costs incurred by the **LESSEE** and incidental to the preparation and registration of this Agreement excluding any Solicitor's costs incurred by the **LESSORS**.

3. **THE LESSORS HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:-**

- (i) That the **LESSEE** paying the rent hereby reserved and observing and performing the conditions covenants and stipulations herein before contained and on the part of the **LESSEE** to be performed and observed shall peaceably hold and enjoy the **DEMISED LAND** during the said term without any interruption by the **LESSORS** or any person rightfully claiming through under or in trust for them.
- (ii) That the **LESSORS** hereby confirm and warrant that they are the fee simple owners and persons legally entitled and/or empowered to enter into and sign this agreement for the **DEMISED LAND**.

- (iii) To issue or procure the issuance of all consents and approvals necessary to enable the **LESSEE** carryout its operations on the **DEMISED LAND**.
- (iv) To grant or procure the granting of all land rights required to enable the **LESSEE** develop, operate and maintain all facilities required in relation to the **DEMISED LAND**.
- (v) To permit the **LESSEE** to construct, operate and maintain all facilities required in relation to its operations on the **DEMISED LAND**.
- (vi) That the **LESSOR** will on the written request of the **LESSEE** made at least three (3) calendar months before the expiration of the term hereby granted and if there shall not be any breach of these covenants provisions and conditions hereinbefore contained on the part of the **LESSEE** grant to it a Lease of the **DEMISED LAND** for a further period of forty-nine (49) years from the expiration of the said term containing the like covenants provisions and conditions as are hereby contained with the exception of these presents agreement for renewal **PROVIDED** that the rent for the forty nine (49) years option period shall be negotiated and agreed upon between the parties subject to standard commercial terms.

4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AS FOLLOWS:-

- (i) **THAT** if the rent hereby reserved or any part thereof shall at any time be in arrears for twenty-one (21) days after the same shall become due (whether formally legally demanded or not) and in the event of any breach of the covenants conditions and stipulations on the part of the **LESSEE** herein contained then and in any such case the **LESSORS** may at any time thereafter re-enter upon the **DEMISED LAND** or any part thereof in the name of the whole and thereupon the term created shall absolutely be determined **PROVIDED** that the **LESSORS** shall give and allow a reasonable period to the **LESSEE** so as to enable it remedy and/or rectify the said breach but without prejudice to any right of action of the **LESSORS** in respect of any breach of the **LESSEE'S** covenants herein before contained.
- (ii) That the **LESSEE** may assign this Agreement to any other party corporate or otherwise without the prior consent and/or approval of the **LESSORS**.
- (iii) That the **LESSEE** shall have the sole right to export, market, distribute and sell all products produced as a result of or in connection with the Project.

- (iv) That the **LESSORS** and **LESSEE** hereby agree that neither party shall carry or be obliged to carry any responsibility if the terms and conditions of this agreement cannot be fulfilled as a result of **Forece Majeure** circumstances coming into force including but not limited to natural phenomena such as flood, fire, and earthquake. The parties further agree to undertake to fulfill their obligations under this agreement as soon as such circumstances are no longer in force.
- (v) Any **NOTICE** to be given to the **LESSEE** shall be well and sufficiently given if sent by the **LESSORS** or their agents to the **LESSEE** for the time being through registered post addressed to the **LESSEE** or left for it at the **DEMISED LAND** and receipt of same signed for.
- (vi) Any **NOTICE** to be given to the **LESSORS** shall be well and sufficiently given if sent by the **LESSEE** or its agents to the **LESSORS** at their usual or last known place of abode or left for them at such place and receipt of same signed for.
- (vii) Any **NOTICE** sent by registered post shall be deemed to have been served when same is actually delivered to the addressee.
- (viii) Any dispute or difference arising out of or connection with this agreement may be referred to arbitration, which said arbitration shall be subject to the provisions of the Arbitration Act, Chapter 25 of the Laws of Sierra Leone or any statutory re-enactment or replacement thereof.

THE SCHEDULE HEREIN ABOVE REFERRED TO:

ALL THAT PIECE OR PARCEL OF LAND AND HEREDITAMENTS situate lying and being at Bureh 1, Port Loko District in the Northern Province aforesaid the description whereof is as follows:-

STARTING from beacon marked SA 3287/08 thence on a bearing of $47^{\circ} 17\text{mins}$ for a distance of 2901.5feet; to beacon marked SA 3287/08^A thence on a bearing of $341^{\circ} 54\text{mins}$ for a distance of 8792.2feet; to beacon marked SA 3288/08 thence on a bearing of $306^{\circ} 52\text{mins}$ for a distance of 8200.0feet; to beacon marked SA 3289/08 thence on a bearing of $335^{\circ} 43\text{mins}$ for a distance of 6578.4feet; to beacon marked SA 3290/08 thence on a bearing of $57^{\circ} 40\text{mins}$ for a distance of 15332.9feet; to beacon marked SA 3291/08 thence on a bearing of $70^{\circ} 15\text{mins}$ for a distance of 13591.2feet; to beacon marked SA 3292/08 thence on a bearing of $131^{\circ} 30\text{mins}$ for a distance of 5693.0feet; to beacon marked SA 3293/08 thence on a bearing of $247^{\circ} 23\text{mins}$ for a distance of 2132.0feet; to beacon marked SA 3294/08 thence on a bearing of $160^{\circ} 34\text{mins}$ for a distance of 5913.1feet; to beacon marked SA 3295/08 thence on a bearing of $209^{\circ} 03\text{mins}$ for a distance of 3377.0feet; to beacon marked SA 3296/08 thence on a bearing of $154^{\circ} 26\text{mins}$ for a distance of 4181.2feet; to beacon marked SA 3297/08 thence on a bearing of $228^{\circ} 14\text{mins}$ for a distance of 6156.0feet; to beacon marked SA 3298/08 thence on a bearing of $208^{\circ} 04\text{mins}$ for a distance of 5576.0feet; to beacon marked SA 3299/08 thence on a bearing of $239^{\circ} 50\text{mins}$ for a distance of 8157.2feet; to beacon

marked SA 3300/08 thence on a bearing of $222^{\circ} 16\text{mins}$ for a distance of 4876.0feet; to beacon marked SA 3299/08 thence on a bearing of $256^{\circ} 52\text{mins}$ for a distance of 5052.2feet; to beacon marked SA 3287/08 which is the point of commencement thus enclosing an Area of 13825.986 Acres (5595.3 Hectares) or thereabout little more or less the same as is shown delineated on the Survey Plan Numbered **MLS 152/08** dated 29th August 2008 drawn and attached hereto and thereon verged RED or howsoever otherwise the same may be bounded known defined described and distinguished.

THE SCHEDULE HEREIN ABOVE REFERRED TO:

ALL THAT PIECE OR PARCEL OF LAND AND HEREDITAMENTS situate lying and being at Bureh 2, Port Loko District in the Northern Province aforesaid the description whereof is as follows:-

STARTING from beacon marked SA 3318/08 thence on a bearing of $61^{\circ} 23\text{mins}$ for a distance of 12329.5feet; to beacon marked SA 3319/08 thence on a bearing of $49^{\circ} 24\text{mins}$ for a distance of 7560.0feet; to beacon marked SA 3320/08 thence on a bearing of $54^{\circ} 47\text{mins}$ for a distance of 3412.6feet; to beacon marked SA 3321/08 thence on a bearing of $24^{\circ} 42\text{mins}$ for a distance of 9025.9feet; to beacon marked SA 3322/08 thence on a bearing of $48^{\circ} 07\text{mins}$ for a distance of 6387.6feet; to beacon marked SA 3301/08 thence on a bearing of $326^{\circ} 19\text{mins}$ for a distance of 4139.2feet; to beacon marked SA 3302/08 thence on a bearing of $13^{\circ} 00\text{mins}$ for a distance of 6564.1feet; to beacon marked SA 3303/08 thence on a bearing of $26^{\circ} 34\text{mins}$ for a distance of 1466.8feet; to beacon marked SA 3304/08 thence on a bearing of $139^{\circ} 24\text{mins}$ for a distance of 3024.0feet; to beacon marked SA 3305/08 thence on a bearing of $165^{\circ} 23\text{mins}$ for a distance of 7796.5feet; to beacon marked SA 3306/08 thence on a bearing of $145^{\circ} 47\text{mins}$ for a distance of 9916.2feet; to beacon marked SA 3307/08 thence on a bearing of $146^{\circ} 49\text{mins}$ for a distance of 5094.6feet; to beacon marked SA 3308/08 thence on a bearing of $48^{\circ} 07\text{mins}$ for a distance of 6387.5feet; to beacon marked SA 3309/08 thence on a bearing of $34^{\circ} 49\text{mins}$ for a distance of 4594.9feet; to beacon marked SA 3310/08 thence on a bearing of $146^{\circ} 19\text{mins}$ for a distance of 7695.7feet; to beacon marked SA 3311/08 thence on a bearing of $164^{\circ} 15\text{mins}$ for a distance of 6645.5feet; to beacon marked SA 3312/08 thence on a bearing of $218^{\circ} 09\text{mins}$ for a distance of 2919.9feet; to beacon marked SA 3313/08 thence on a bearing of $252^{\circ} 54\text{mins}$ for a distance of 13383.8feet; to beacon marked SA 3314/08 thence on a bearing of $236^{\circ} 49\text{mins}$ for a distance of 10189.1feet; to beacon marked SA 3315/08 thence on a bearing of $291^{\circ} 30\text{mins}$ for a distance of 11633.6feet; to beacon marked SA 3316/08 thence on a bearing of $267^{\circ} 24\text{mins}$ for a distance of 7223.5feet; to beacon marked SA 3317/08 thence on a bearing of $260^{\circ} 40\text{mins}$ for a distance of 12132.6feet; to beacon marked SA 3318/08 which is the point of commencement thus enclosing an Area of 16418.807 Acres (6644.6 Hectares) or thereabout little more or less the same as is shown delineated on the Survey Plan Numbered **MLS 152/08** dated 29th August 2008 drawn and attached hereto and thereon verged RED or howsoever otherwise the same may be bounded known defined described and distinguished.

ALL THAT PIECE OR PARCEL OF LAND AND HEREDITAMENTS situate lying and being at Kasseh, Port Loko District in the Northern Province aforesaid the description whereof is as follows:-

STARTING from beacon marked SA 3245/08 thence on a bearing of $05^{\circ} 05\text{mins}$ for a distance of 7409.0feet; to beacon marked SA 3246/08 thence on a bearing of $350^{\circ} 13\text{mins}$ for a distance of 4826.2feet; to beacon marked SA 3247/08 thence on a bearing of $30^{\circ} 58\text{mins}$ for a distance of 7650.2feet; to beacon marked SA 3248/08 thence on a bearing of $62^{\circ} 02\text{mins}$ for a distance of 15040.0feet; to beacon marked SA 3249/08 thence on a bearing of $17^{\circ} 14\text{mins}$ for a distance of 4980.0feet; to beacon marked SA 3250/08 thence on a bearing of $323^{\circ} 28\text{mins}$ for a distance of 5510.5feet; to beacon marked SA 3251/08 thence on a bearing of $316^{\circ} 10\text{mins}$ for a distance of 5683.5feet; to beacon marked SA 3252/08 thence on a bearing of $36^{\circ} 20\text{mins}$ for a distance of 3260.4feet; to beacon marked SA 3253/08 thence on a bearing of $69^{\circ} 20\text{mins}$ for a distance of 3716.0feet; to beacon marked SA 3254/08 thence on a bearing of $49^{\circ} 24\text{mins}$ for a distance of 3024.0feet; to beacon marked SA 3255/08 thence on a bearing of $106^{\circ} 42\text{mins}$ for a distance of 1712.2feet; to beacon marked SA 3256/08 thence on a bearing of $212^{\circ} 28\text{mins}$ for a distance of 2138.3feet; to beacon marked SA 3257/08 thence on a bearing of $123^{\circ} 07\text{mins}$ for a distance of 4503.3feet; to beacon marked SA 3258/08 thence on a bearing of $41^{\circ} 46\text{mins}$ for a distance of 6156.0feet; to beacon marked SA 3259/08 thence on a bearing of $08^{\circ} 08\text{mins}$ for a distance of 3478.9feet; to beacon marked SA 3260/08 thence on a bearing of $90^{\circ} 00\text{mins}$ for a distance of 3444.0feet; to beacon marked SA 3261/08 thence on a bearing of $182^{\circ} 44\text{mins}$ for a distance of 3448.0feet; to beacon marked SA 3262/08 thence on a bearing of $126^{\circ} 52\text{mins}$ for a distance of 4100.0feet; to beacon marked SA 3263/08 thence on a bearing of $198^{\circ} 27\text{mins}$ for a distance of 3111.7feet; to beacon marked SA 3264/08 thence on a bearing of $135^{\circ} 00\text{mins}$ for a distance of 2319.3feet; to beacon marked SA 3265/08 thence on a bearing of $45^{\circ} 00\text{mins}$ for a distance of 6030.2feet; to beacon marked SA 3266/08 thence on a bearing of $101^{\circ} 19\text{mins}$ for a distance of 5017.4feet; to beacon marked SA 3267/08 thence on a bearing of $175^{\circ} 14\text{mins}$ for a distance of 1974.8feet; to beacon marked SA 3268/08 thence on a bearing of $131^{\circ} 38\text{mins}$ for a distance of 3950.0feet; to beacon marked SA 3269/08 thence on a bearing of $57^{\circ} 32\text{mins}$ for a distance of 10691.5feet; to beacon marked SA 3270/08 thence on a bearing of $118^{\circ} 27\text{mins}$ for a distance of 5509.0feet; to beacon marked SA 3271/08 thence on a bearing of $61^{\circ} 33\text{mins}$ for a distance of 4476.3feet; to beacon marked SA 3272/08 thence on a bearing of $150^{\circ} 15\text{mins}$ for a distance of 5288.8feet; to beacon marked SA 3273/08 thence on a bearing of $127^{\circ} 34\text{mins}$ for a distance of 2689.8feet; to beacon marked SA 3274/08 thence on a bearing of $11013^{\circ} 5\text{mins}$ for a distance of 245.22feet; to beacon marked SA 3275/08 thence on a bearing of $206^{\circ} 30\text{mins}$ for a distance of 5864.5feet; to beacon marked SA 3276/08 thence on a bearing of $226^{\circ} 40\text{mins}$ for a distance of 11949.5feet; to beacon marked SA 3277/08 thence on a bearing of $221^{\circ} 59\text{mins}$ for a distance of 6619.8feet; to beacon marked SA 3278/08 thence on a bearing of $213^{\circ} 57\text{mins}$ for a distance of 10279.8feet; to beacon marked SA 3279/08 thence on a bearing of $244^{\circ} 48\text{mins}$ for a distance of 6162.5feet; to beacon marked SA 3280/08 thence on a bearing of $199^{\circ} 59\text{mins}$ for a distance of 3839.1feet; to beacon marked SA 3281/08 thence on a bearing of 186°

262° 24mins for a distance of 4963.5feet; to beacon marked SA 3283/08 thence on a bearing of 355° 14mins for a distance of 3946.6feet; to beacon marked SA 3284/08 thence on a bearing of 211° 08mins for a distance of 9197.2feet; to beacon marked SA 3285/08 thence on a bearing of 301° 23mins for a distance of 11335.0feet; to beacon marked SA 3286/08 thence on a bearing of 288° 58mins for a distance of 11098.8feet; to beacon marked SA 3245/08 which is the point of commencement thus enclosing an Area of 45 636.405 Acres (18 468.8 Hectares) or thereabout little more or less the same as is shown delineated on the Survey Plan Numbered **MLS 154/08** dated 29th August 2008 drawn and attached hereto and thereon verged RED or howsoever otherwise the same may be bounded known defined described and distinguished.

THE SCHEDULE HEREIN ABOVE REFERRED TO:

ALL THAT PIECE OR PARCEL OF LAND AND HEREDITAMENTS situate lying and being at Maconteh, Port Loko District in the Northern Province aforesaid the description whereof is as follows:-

STARTING from beacon marked SA 3217/08 thence on a bearing of 28° 25mins for a distance of 5143.0feet; to beacon marked SA 3218/08 thence on a bearing of 82° 26mins for a distance of 5576.0feet; to beacon marked SA 3219/08 thence on a bearing of 57° 16mins for a distance of 10325.4feet; to beacon marked SA 3220/08 thence on a bearing of 133° 43mins for a distance of 10686.2feet; to beacon marked SA 3221/08 thence on a bearing of 135° 00mins for a distance of 13212.0feet; to beacon marked SA 3222/08 thence on a bearing of 125° 01min for a distance of 8596.8feet; to beacon marked SA 3223/08 thence on a bearing of 243° 28mins for a distance of 18325.4feet; to beacon marked SA 3224/08 thence on a bearing of 201° 43mins for a distance of 7000.0feet; to beacon marked SA 3225/08 thence on a bearing of 185° 49mins for a distance of 9571.0feet; to beacon marked SA 3226/08 thence on a bearing of 215° 59mins for a distance of 11142.6feet; to beacon marked SA 3227/08 thence on a bearing of 337° 34mins for a distance of 6915.0feet; to beacon marked SA 3238/08 thence on a bearing of 323° 17mins for a distance of 5743.3feet; to beacon marked SA 3239/08 thence on a bearing of 342° 48mins for a distance of 7200.0feet; to beacon marked SA 3240/08 thence on a bearing of 312° 09mins for a distance of 7097.8feet; to beacon marked SA 3241/08 thence on a bearing of 304° 12mins for a distance of 5550.0feet; to beacon marked SA 3242/08 thence on a bearing of 12° 36mins for a distance of 6041.7feet; to beacon marked SA 3243/08 thence on a bearing of 319° 08mins for a distance of 3253.8feet; to beacon marked SA 3244/08 thence on a bearing of 15° 31mins for a distance of 10384.5feet; to beacon marked SA 3217/08 which is the point of commencement thus enclosing an Area of 26873.855 Acres (10875.7 Hectares) or thereabout little more or less the same as is shown delineated on the Survey Plan Numbered **MLS 153/08** dated 29th August 2008 drawn and attached hereto and thereon verged RED or howsoever otherwise the same may be bounded known defined described and distinguished.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR
FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED
LESSORS THE SAID NAMED HEADS OF LAND OWNING
FAMILIES after the contents herein have been audibly read over in
English and explained to them in Krio/Temne which they seem to have
perfectly understood before signing and/or affixing their thumb prints.


PA ALIMAMY BANGURA


PA ADIKALIE SESAY


AUGUSTINE NOAH KAMARA


MANNAH SESAY


PA ALIMAMY SALLU CONTEH


PA ALIMAMY CONTEH


ABDUL KARIM CONTEH


OSMAN BANGURA


PA ALIMAMY KARGBO


PA AMADU KAIFA CONTEH


ABDUL VICTOR MALO SESAY


VICTOR CONTEH

IN THE PRESENCE OF:

NAME: *Abdul Yillah*
ADDRESS: *7th Cox street Kissi*
OCCUPATION: *Driver*
SIGNATURE: *ARillah*

NAME: *Brime Koroma*
ADDRESS: *200 WILKINSON ROAD, FREEDOM*
OCCUPATION: *LAWYER*
SIGNATURE: *[Signature]*

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED
LESSORS THE SAID HON.P.C. BAI BUREH SELLU LUGBU II
(FOR AND ON BEHALF OF THE TRIBAL AUTHORITY)

[Signature]

HON. P.C. BAI BUREH SELLU LUGBU II MP
(FOR AND ON BEHALF OF THE TRIBAL AUTHORITY)

IN THE PRESENCE OF:

NAME: *[Signature]* *Kamara*
ADDRESS: *18 Wilberforce Street*
OCCUPATION: *Student*
SIGNATURE: *[Signature]*

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF
OF THE WITHIN NAMED LESSEE THE SAID SIERRA
LEONE AGRICULTURE LIMITED

[Signature]
FOR AND ON BEHALF OF
SIERRA LEONE AGRICULTURE LIMITED

IN THE PRESENCE OF:

NAME: *Saio Kamara*
ADDRESS: *53 Adesanya Street*
OCCUPATION: *cook*
SIGNATURE: *[Signature]*

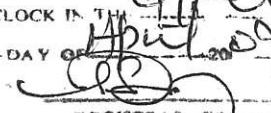
The Chiefdom Council having consented in open assembly in the customary manner to this Lease and having given their consent to the occupation by SIERRA LEONE AGRICULTURE LIMITED of the DEMISED LAND, we give our approval to it. Attested and Approved by

[Signature] *[Signature]*
HON. P.C. BAI BUREH SELLU CHIEFDOM SPEAKER
LUGBU II

[Signature]
MAGISTRATE
SOUTHERN PROVINCE
CHAIRMAN DISTRICT COUNCIL

[Signature]
HON. HASSAN B. SHERIFF

57/0144413/2009

THIS INSTRUMENT WAS DELIVERED TO ME FOR REGISTRATION
BY Bamusa Kamane
OF 8, Waterloo St-7th
AT 1:17 O'CLOCK IN THE after
THIS 23rd DAY OF April 2009

REGISTRAR GENERAL
SIERRA LEONE



Certified True Copy



Delivered by 15:10 hrs 18 Wilberforce from
on the 23/4/09 at 22nd 1:17 PM

DATED THE 22nd DAY OF April 2009

BETWEEN: 57/2009

HON.P.C. BAI BUREH SELLU LUGBU II

LAND OWNERS

AND:

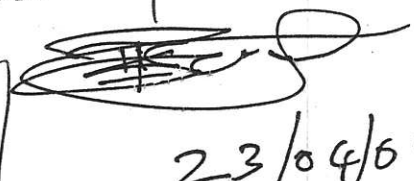
SIERRA LEONE AGRICULTURE LIMITED

Administrator General
AMOUNT Lc... 22,500 CENTS
PROCESS... 23/04/09
DATE... 23/04/09
RECEIPT No... 0144412
SOLICITOR

Administrator K.C.
AMOUNT Lc... 80,000 CENTS
PROCESS... 23/04/09
DATE... 23/04/09
RECEIPT No... 0144413
SOLICITOR

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AGREEMENT

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B. & J. PARKINER
BARRISTERS & SOLICITORS
B & J PARTNERS
2ND FLOOR
18 WILBERFORCE STREET
FREETOWN
SOLICITORS, CONVEYANCERS ETC;