Atherive Acomps En 2080(10)

THIS SURRENDER is made the 24th day of December

the year Two Thousand and Twelve BETWEEN WEST AFRICA AGRICULTURE NUMBER 2 LIMITED a limited liability Company incorporated under the Companies Act No. 5 of 2009 with its registered address at 2nd Floor at No. 16 Wilberforce Street Freetown in the Western Area of the Republic of Sierra Leone aforesaid (hereinafter referred to as the "LESSEE" which expression where the context so admits shall include its successors in title and lawful assigns) of the one part AND THE CHIEFDOM COUNCIL OF MAKPELE CHIEFDOM in the Pujehun District in the Province of the Republic of Sierra Leone represented by The Regent FODIE LANSANA KUYATEH, Speaker MOIGOA PANGUMA. MOMOH SHERIFF, HAWA KOROMA, SAMAI L. SAMA, KARMOH KANNEH (Town Chief) CHIEF BRIMA DAKOU(all of Samagbe Section) FODEI ANSUMANA SAMA, VANDI SWARRAY, HAJA SEITUA, YATTA KEMOH, MUSA SEITUA (all of Seitua Section) MOIJAI MALUAY, LAMIN MALLAH, ABU SESAY, MASSAH MANSARAY, BOCKARIE ZOKER (all of Kengo Section) CHIEF ALIMAMY KOROMA, CHIEF SIAFFA KANNEH, MADAM JITTA KANNEH, HAJI B. KAMARA and IBRAHIM KONNEH (all of Selimeh Section) all of Makpele Chiefdom District in the Southern Province aforesaid (hereinafter referred to as the "LESSORS" which expression where the context so admits shall include their successors, and lawful assigns) of the other part.

WHEREAS:

- (1). By a Lease dated the 22nd day of June 2012 made between the Parties hereto and registered as No. 147/2012 at page 37 in volume 108 of the Book of Leases kept in the office of the Registrar-General, Freetown, (hereinafter referred to as the "Lease"), all that piece or parcel of land situate and known as Makpele Chiefdom Pujehun District in the Southern province of the Republic of SierraLeone properly described and defined in the schedule therein for the consideration therein stated was demised to the LESSEE for a term of Fifty (50) years as from the 1st day of July 2012 upon the terms and conditions therein mentioned.
- (2) It has been agreed between the parties that the **LESSEE** shall surrender to the **LESSORS** on the 31st day of December 2012 the piece or parcel of land demised by the Lease to enable the said **LESSORS** to grant to the said Lessee a new lease as from the 1st

January 2013 of all that piece of parcel of comprised in the said Lease upon the terms set out in the form of the draft lease set out in the Schedule hereto.

NOW THIS DEED WITNESSETH as follows:

- 1. That in consideration of a new lease of all that piece or parcel of land comprised in the Lease to be surrendered as from the 31st day of December 2012 intended to be forthwith granted by the LESSORS to the said LESSEE as beneficial owner hereby surrenders unto the LESSORS all that piece of parcel of land comprised in the Lease TO HOLD all the said piece or parcel of land as from the 31st December 2012 with the intent that the same term and interest may merge and be extinguished in the reversion which was immediately expectant thereon before the execution of this Deed and to the further extent that the said LESSORS shall forthwith grant to the said LESSEE a new lease of all that piece or parcel of land surrendered upon the terms set out in the form of the draft lease set out in the Schedule hereto.
- 2. The **LESSORS** hereby release the **LESSEE** from all liability claims and demands in respect of all or any breaches of any of the covenants, if any, contained in or otherwise arising under the said Lease.

IN WITNESS WHEREOF the Common Seal of West Africa Agriculture NUMBER 2 Limited, the LESSEE was to be affixed hereunto and The Paramount Chief REGENT CHIEF FODIE LANSANA KUTYATEH, Speaker MOIGOA PANGUMA, MOMOH SHERIFF, HAWA KOROMA, SAMAI L. SAMA, KARMOH KANNEH, CHIEF BRIMA DAKOU, FODEI ANSUMANA SAMA, VANDI SWARRAY, HAJA SEITUA, YATTA KEMOH, MUSA SEITUA, MOIJAI MALUAY, LAMIN MALLAH, ABU SESAY, MASSAH MANSARAY, BOCKARIE ZOKER, CHIEF ALIMAMY KOROMA, CHIEF SIAFFA KANNEH, MADAM JITTA KANNEH, HAJI B. KAMARA and IBRAHIM KONNEH representing the Chiefdom Council, the Lessors have set their hand and seal the day and year first above written.

THE COMMON SEAL OF WEST AFRICA AGRICULTURE NUMBER 2.

LIMITED was hereunto affixed in the presence of:

DIRECTOR

SECRETARY TURE

M KONNEH

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before signi

said	1ST WITNESS:
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ıd	2ND WITNESS:
of	NAME: Prince Scott
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	MAGISTRATE
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	SIGNED SEALED AND DELIVERED FOR AND
	ON BEHALF OF THE CHIEFDOM COUNCIL
	Meiting
*	REGENT CHIEF RODIE LANSANA MYATEH MUSA SEITUA
	The Colors
	IBRAHIM KONNEH SAMAI L. SAMA
	The foregoing was read by me MR. MOHAMED S. KAMARA of
6	ZIMMI TOWN in English and in Krio/Mende to the
	persons named hereunder which they seem to have perfectly
	understood before signing and/or affixing their thumb print
	KARMOH KANNEH * CHIEF BRIMA DAKOU

FODEI ANSUMANA SAMA	VANDI SWARRAY		HAJA S
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SPEAKER MOIGOA PANGUMA	MOIJAI MALUAY		
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HAWA KOROMA	MOMOH SHERIFF		=== WIINESS:
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DISTRICT OFFICER/CHIEF ADMINIS	enmand at a first	SWARRAY YAUGATOR HOT GOUNGIL '® yango.com 87889	

YATTA KEMOH AJA SEITUA **MOIJAI MALUAY** PEAKER MOIGOA PANGUMA ABU SESAY AMIN MALLAH **BOACKARIE ZOKER** MASSAH MANSARAY CHIEF SIAFFA KANNEH CHIEF ALIMAMY KOROMA HAJI B. KAMARA MADAM JITTA KANNEH HAWA KOROMA MOMOH SHERIFF 1ST WITNESS: LANSAMA SESAY NAME: ADDRESS: #22 KISSY TOWN RY OCCUPATION: WORKER (MERCUAN SIGNATURE: 2ND WITNESS: NAME: ADDRESS: OCCUPATION:.... 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 WEST AFRICA AGRICULTURE NUMBER 2 LIMITED of the DEMISED LAND, we give our approval to it.

[DISTRICT OFFICER/CHIEF AMINISTRATOR]

THE COMMON SEAL OF THE WITHIN NAMED LESSEE THE SAID WEST AFRICA AGRICULTURE NUMBER 2 LIMITED IS HEREUNTO AFFIXED IN THE PRESENCE OF:

DIRECTOR	SECRETARY
1ST WITNESS:	
NAME:	
ADDRESS:	
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2ND WITNESS:	
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THE LESSEE AS FOLLOWS

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SHEDULE

day of THIS LEASE AGREEMENT is made this the year Two Thousand and Twelve (2012) pursuant to the provisions of the Provinces Land Act (Cap 122) of the Laws of Sierra Leone 1960 BETWEEN THE CHIEFDOM COUNCIL OF MAKPELE CHIEFDOM in the Pujehun District in the Southern Province of the Republic of Sierra Leone represented by the Regent ChiefO FODIE LANSANA KUYATEH, Speaker MOIGOA PANGUMA, MOMOH SHERIFF, HAWA KOROMA, SAMAI L. SAMA, KARMOH KANNEH (Town Chief) CHIEF BRIMA DAKOU(all of Samagbe Section) FODEI ANSUMANA SAMA, VANDI SWARRAY, HAJA SEITUA, YATTA KEMOH, MUSA SEITUA (all of Seitua Section) MOIJAI MALUAY, LAMIN MALLAH, ABU SESAY, MASSAH MANSARAY, BOCKARIE ZOKER (all of Kengo Section) CHIEF ALIMAMY KOROMA, CHIEF SIAFFA KANNEH, MADAM JITTA KANNEH, HAJI B. KAMARA and IBRAHIM KONNEH (all of Selimeh Section) all of Makpele Chiefdom in the Pujehun District in the Southern Province aforesaid (hereinafter referred to as the "LESSORS" which expression where the context so admits shall include their successors and lawful assigns) of the one part AND WEST AFRICA AGRICULTURE NUMBER 2 LIMITED a limited liability Company incorporated under the Companies Act No. 5 of 2009 with its registered Office at 2nd Floor at No. 16 Wilberforce Street Freetown in the Western Area of the Republic of Sierra Leone aforesaid (hereinafter referred to as "LESSEE" which expression where the context so admits shall include its successors in title and lawful assigns) of the other part.

1.0 NOW THIS DEED WITNESSTH AS FOLLOWS:

1.1 That in consideration of the rent, covenants and stipulations hereinafter reserved and contained on the part of the LESSEE to be paid observed and performed the LESSORS hereby DEMISE unto the LESSEE ALL THAT piece or parcel of land totaling 30,700 hectares or thereabout situate lying and being at Makpele Chiefdom Pujehun District in the Southern Province aforesaid more particularly described in the schedule hereunder and intended to form 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 2013 for a term of fifty (50) years certain YIELDING AND PAYING therefore during the first seven years of the said term the annual rent in advance of USD 2.50 (Two United States Dollars Fifty Cents) per hectare

PROVIDED that the rent for the remaining period will be reviewed every seven years subject to the provisions of CAP 122 of the laws of Sierra Leone 1960 or any other law or regulation in force at the time.

2.0 THE LESSEE HEREBY COVENANTS WITH THE LESSORS AS FOLLOWS:-

2.1 To pay in advance the rent hereby reserved into the office of the District officer/Chief Administration Officer of Pujehun District.

- 2.2 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.
- 2.3 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.
- 2.4 To use and develop the **DEMISED LAND** in such a manner and at such time as the **LESSEE** shall deem fit and expedient for commercial agriculture and ancillary industries, including but not limited to agri-processing and logistics.
- 2.5 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.
- 2.6 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 and if the annual rent payable by the LESSEE to the LESSOR as provided in paragraph 1.1 above shall at any given time whether by way of increment or otherwise equals or exceeds five percent (5%) of the LESSEE'S annual net profit then the five (5) royalty shall not be payable.
- 2.7 To pay the monies referred to in clause 2.6 as a single payment into a communal account and except otherwise subsequently agreed to be controlled and managed by the PARAMOUNT CHIEF, one of the HON. MEMBERS of PARLIAMENT, LOCAL DISTRICT COUNCILLORS within the Chiefdom and three (3) other Chiefdom Councilors 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 save that the such representative shall have no veto over manner in which such fund is utilized but shall be entitled to raise concerns with the Chiefdom Council over the manner in which such fund is utilized.
- 2.8 To be responsible for the rehabilitation of the existing oil palm plantation if any on the **DEMISED LAND** if deemed appropriate by the **LESSEE** and be responsible for the preparation of the land for planting and the maintenance of new plantations of various crops including but not limited to oil palm and or rubber.
- 2.9 To have the sole discretion to appoint such persons as it shall deem necessary to carry out its agricultural and ancillary projects, in accordance with the **LESSEE'S** own selection and recruitment procedure.
- 2.10 To consult with the **LESSORS** where it becomes necessary for small settlements to be moved for the purpose of establishing plantations and to assist in re-housing any displaced family in appropriate facilities within the locality.
- 2.11 In consultation with the **LESSORS** to identify and demarcate traditional reserves and/or sacred grounds.

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such request 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 Twenty-one (21) years from the expiration of the said term with a further option to renew for another Twenty-one (21) years and seven (7) years respectively all containing the like covenants provisions and conditions as are hereby contained with the exception of these present agreements for renewal **PROVIDED** that the rent for the option periods shall be negotiated and agreed upon between the parties subject to standard commercial terms.

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

- 4.1 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 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 period of thirty (30) days 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.
- 4.2 That the **LESSORS** and **LESSEE** hereby agree that neither party shall carry out or be obliged to carry any responsibility if the terms and conditions of this agreement cannot be fulfilled as a result of **Force Majeure** circumstances coming into force including but not limited to phenomena such as flood, fire, and earthquake, national and local civil unrest. The parties further agree to undertake to fulfill their obligations under this agreement as soon as such circumstances are no longer in force.
- 4.3 That it shall be the responsibility of the LESSEE to deduct withholding tax on any rent due on the DEMISED LAND to the LESSORS and to pay same to the appropriate Government Authority/Agency and forward to the LESSORS all receipts of such payment of withholding tax made by it within seven (7) days from the date of making such payments.
- 4.4 That it has been agreed between the parties hereto that in the event that buildings of permanent constructions are to be erected, the rights of the parties to and in respect of such buildings at the expiration or determination of the lease shall be governed by the provisions of section 11 of the Provinces Land Act.
- **4.5 ANY NOTICE** to be given to the **LESSEE** shall be well and sufficiently given if sent by the **LESSORS** or their agents 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.
- **4.6 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 the **LESSORS** C/O of the office of the District

- 2.12 That the LESSEE will fairly compensate all landowners for all economic trees and crops removed from the DEMISED LAND.
- 2.13 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 formal inspection (without prejudice to freedom of movement in the DEMISED LAND except from those areas classified by the LESSEE as restricted and commercial areas, including and not limited to the nursery site and laboratory) and thereafter give notice in writing to the LESSEE of all defects and want of repairs then and there found subject to clause 4.1.
- 2.14 Not to assign, sublet or part with possession of the **DEMISED**LAND without the prior consent of the **LESSORS** and written approval of the District Officer first being obtained **PROVIDED** that such consent and approval shall not be unreasonably withheld.
- **2.15** To pay Solicitors fees and all costs incurred by the **LESSEE** and incidental to the preparation and registration of this Agreement excluding any Solicitor's costs incurred by the **LESSORS**.
- 3.0 THE LESSORS HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:-
- 3.1 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.
- 3.2 That the **LESSORS** hereby confirm and warrant that they are the persons legally entitled to and empowered by law to enter into and sign this agreement for the **DEMISED LAND** and that they have taken independent, expert legal advice on terms included in this lease.
- 3.3 The **LESSORS** shall indemnify the **LESSEE** in respect of all claims relating to or in connection to the monies paid by the **LESSEE** pursuant to and in accordance with the provision of this agreement.
- 3.4 To issue or procure the issuance of all consents and approvals necessary to enable the **LESSEE** to have access to and carry out its operations on the **DEMISED LAND**.
- 3.5 To grant or procure the granting of all land rights required to enable the **LESSEE** to access, use, develop, operate and maintain the **DEMISED LAND** and all facilities required in relation to same.
- 3.6 To permit the **LESSEE** to construct, operate and maintain all facilities required in relation to its operations on the **DEMISED LAND**.
- 3.7 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 at the time of

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PROPERTY LEASED TO WEST AFRICAN AGRICULTURE 2 LIMITED BY MAKPELE CHIEFDOM Moune 109 page 41 of Leases PUJEHUN DISTRICT BOUNDARY SHOWN RED AREA = 30700 Hectares 244555.56 E, 820652.96 N REGISTRAR WAA 1 SHEETA FRAIR 243201.39 E, 815592.54 N WAA 8 237858.80 E, 816661.20 N Selimeh WAA 3 263527.66 E, 811930.94 N WAA 7 232591.30 E, 808345.34 Samaghe VAA 4 * 259406.87 E, 8038776.04 N Seitua Kengo WAA 6 232771.74 E, 800539.23 N 246552.83 E, 795917.87 N Scale 1,150000 Survey based on GPS observation at boundary points Cordinate system WGS84 Zone 29P Certified True Photostat Copy LICENSED SURVEYOR

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Officer, Pujehun District and left for them at such place and receipt of same signed for.

ANY NOTICE sent by registered post shall be deemed to have been served when same is actually delivered to the addressee.

- 4.8 Any dispute or difference arising out of or in connection with this agreement may be referred to arbitration, which said arbitration shall be subject to the provisions of the ArbitrationAct, Chapter 25 of the Laws of Sierra Leone 1960 or any statutory reenactment or replacement thereof.
- 5.0 THE LESSEE HEREBY COMMITS ITSELF TO UNDERTAKE THE FOLLOWING CORPORATE SOCIAL RESPONSIBILITY ACTIVITIES AND PROGRAMMES:
- **5.1** To employ local persons in preference to expatriates applying for the same vacancy provided that any such local person holds the required qualifications, experience and know how.
- 5.2 To use all reasonable endeavours to rehabilitate existing oil palm plantations on the **DEMISED LAND** if deemed appropriate by the **LESSEE** and be responsible for the preparation of the land for planting and the maintenance of new plantations of various crops including but not limited to oil palm.
- **5.3** To train employees in a range of skills related to agricultural work, supporting the pursuit of academic qualifications where relevant.
- 5.4 To assist in providing and supporting the primary and secondary education of all school going infants/pupils/students residing in the locality of the land under commercial development within the **DEMISED LAND**.
- 5.5 To provide healthcare, housing, sanitation and water for the benefit of all persons residing in the locality of the land under commercial development within the **DEMISED LAND**.
- 5.6 To adhere to all relevant international (including the guidance offered by the Roundtable on Sustainable Palm Oil), national and local regulations relating to environmental protection, using environmentally friendly practices consistent with the **LESSEE's** published social and environmental policies.
- 5.7 To set aside to sell into the local market and for local consumption a quantity of the palm oil and other products produced or harvested from the **DEMISED LAND** to help support local food security and to act as import substitution.

6.0 THE SCHEDULES HEREIN ABOVE REFERRED TO:

ALL THAT PIECE OR PARCEL OF LAND AND HEREDITAMENTS situate lying and being Makpele Chiefdom Pujehun District in the Southern Province aforesaid the description whereof is as follows:-

	GPS COORDINATES	
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244555.56	820652.96	WAA1
243201.39	815592.54	WAA2

263527.66	811930.94	WAA3
259406.87	803876.04	WAA4
246552.83	795917.87	WAA5
232771.74	800539.23	WAA6
232591.3	808354.34	WAA7
237858.8	816661.2	WAA8

totaling 30,700 or thereabout little more or less the same as is shown delineated on Survey Plan numbered BLS: 145/2012 dated 19th June 2012 drawn and attached hereto and thereon verged RED or howsoever otherwise the same may be bounded known defined described or distinguished.

IN WITNESS WHEREOF The regent Chief FODIE LANSANA KUYATEH, together with Speaker MOIGOA PANGUMA, MOMOH SHERIFF, HAWA KOROMA, SAMAI L. SAMA, KARMOH KANNEH CHIEF BRIMA DAKOU FODEI ANSUMANA SAMA, VANDI SWARRAY, HAJA SEITUA, YATTA KEMOH, MUSA SEITUA MOIJAI MALUAY, LAMIN MALLAH, ABU SESAY, MASSAH MANSARAY, BOCKARIE ZOKER, CHIEF ALIMAMY KOROMA, CHIEF SIAFFA KANNEH, MADAM JITTA KANNEH, HAJI B. KAMARA and IBRAHIM KONNEH representing the Chiefdom Council, the LESSORS have set their hand and seal and the Common Seal of WEST AFRICA AGRICULTURE NUMBER 2 LIMITED, the Lessee was hereunto affixed the day and year first above-written.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF THE CHIEFDOM COUNCIL

REGENT CHIEF FODIE LANSAN	A KUYATEH MUSA SEITUA
IBRAHIM KONNEH	SAMAI L. SAMA
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KARMOH KANNEH	CHIEF BRIMA DAKOU
FODEI ANSUMANA SAMA	VANDI SWARRAY

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DAY OF

2012

BETWEEN:

REGENT CHIEF FODIE LANSANA KUYATEH MOMOH SHERIFF HAWA KOROMA SAMAI L. SAMA KARMOH KANNEH CHIEF BRIMA DAKOU FODEI ANSUMANA SAMA VANDI SWARRAY HAJA SEITUA YATTA KEMOH MUSA SEITUA ALHAJI MOIJAI MALUAY IDRISA ZOMBO MADAM JENNEH KOROMA LAMIN MALLAH **ABU SESAY** MASSAH MANSARAY **BOCKARIE ZOKER** CHIEF ALIMAMY KOROMA CHIEF SIAFFA KANNEH MADAM JITTA KANNEH HAJI B. KAMARA

AND

IBRAHIM KONNEH

WEST AFRICA AGRICULTURE NUMBER 2 LIMNITED

LEASE AGREEMENT IN RESPECT OF ALL THAT PIECE OR PARCEL OF LAND SITUATE LYING AND BEING MAKPELE CHIEFDOM PUJEHUN DISTRICT IN THE SOUTHERN PROVINCE OF THE REPUBLIC OF SIERRA LEONE.

ADY MACAULEY ESQ
B & J PARTNERS
2ND FLOOR
16 WILBERFORCE STREET
FREETOWN
SOLICITOR, CONVEYANCER ETC.

