

Adhesive Stamp Fee 2000/00

THIS SURRENDER is made the 24th day of December in the year Two Thousand and Twelve **BETWEEN WEST AFRICA AGRICULTURE 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 SOROGBEMA CHIEFDOM** in the Pujehun District in the Southern Province of the Republic of Sierra Leone represented by The Paramount Chief **PC ALHAJI BOCKARIE ZOMBO, SOLOMON W. FEIKA, ALHAJI MOHAMED LAHAI ROGERS, AMARA KAMARA, MADAM JENNEH KAWA, MUSTAPHA SAMBA, MOHAMED B. ZOOMBE, PRINCE M. KEMOKAI, MADAM KADIE MASSAQUOI, SUALIHO FAHNBULLEH, MADAM MAMAWA PALAI, SIAMAI PABAI, ALHAJI MOHAMED ALLIEU ZOMBO, IDRISA ZOMBO, MADAM JENNEH KOROMA, ADAMA PASSEWE, MOHAMED MASSAQUOI, MADAM SATTA MASSAQUOI, VANDI HASSAN ZOKER, SIKA MASSAQUOI, BOKARIE KEMOKAI, DAUDA M. KALLON, MADAM KADIE MASSAQUOI II, MADAM BEINDU ZOKER, C.M KOROMA, MADAM JUMA KOROMA, HAJI ZOKER, MOMOH S. ZOKER, AMBULAI LUMEH, MADAM MAMAWA ZOMBO, LANSANA MASSAQUOI, MADAM MAMAH KPAKA, ABDUL RAHMAN ZOKER, ADAMA PABAI, MADAM SALLY ZOKER, MRS. YATTA F. KOROMA, JABATY KOROMA and MADAM KHADI DAVID** all of Sorogbema 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 July 2011 made between the Parties hereto and registered as No. 122/2011 at page 69 in volume 106 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 Sorogbema Chiefdom Pujehun District in the Southern province of the Republic of Sierra Leone 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 22nd day of July 2011 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 Limited, the **LESSEE** was affixed hereunto and The Paramount Chief **PC ALHAJI BOCKARIE ZOMBO, SOLOMON W. FEIKA, ALHAJI MOHAMED LAHAI ROGERS, AMARA KAMARA, MADAM JENNEH KAWA, MUSTAPHA SAMBA, MOHAMED B. ZOOMBE, PRINCE M. KEMOKAI, MADAM KADIE MASSAQUOI, SUALIHO FAHNBULLEH, MADAM MAMAWA PALAI, SIAMAI PABAI, ALHAJI MOHAMED ALLIEU ZOMBO, IDRISA ZOMBO, MADAM JENNEH KOROMA, ADAMA PASSEWE, MOHAMED MASSAQUOI, MADAM SATTA MASSAQUOI, VANDI HASSAN ZOKER, SIKA MASSAQUOI, BOKARIE KEMOKAI, DAUDA M. KALLON, MADAM KADIE MASSAQUOI II, MADAM BEINDU ZOKER, C.M KOROMA, MADAM JUMA KOROMA, HAJI ZOKER, MOMOH S. ZOKER, AMEULAI LUMEH, MADAM MAMAWA**

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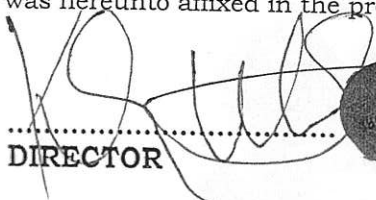
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ZOMBO, LANSANA MASSAQUOI, MADAM MAMAH KPAKA, ABDUL RAHMAN ZOKER, ADAMA PABAI, MADAM SALLY ZOKER, MRS. YATTA F. KOROMA, JABATY KOROMA and MADAM KHADI DAVID, representing the Chieftdom Council, the LESSORS have set their hand and seal the day and year first above-written.

THE COMMON SEAL OF WEST AFRICA AGRICULTURE LIMITED was hereunto affixed in the presence of:


.....
DIRECTOR


.....
SECRETARY

1ST WITNESS:

NAME: LANSANA SESSA

ADDRESS: #22 KISSY BOUW RD. DO

OCCUPATION: WORKER (MERCURY)
Ch

2ND WITNESS:

NAME: Prince Scott

ADDRESS: Main Zimmi Town


OCCUPATION: Trader
Scott


ATTESTED BEFORE ME


MAGISTRATE




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


ALHAJI BOCKARIE ZOMBO


SOLOMON W. FEIKA

Kamara
KARA KAMARA


PRINCE M. KEMOKAI

SIAMAI PABAI

C.M KOROMA

Koroma
MRS. YATTA F. KOROMA

ALHAJI MOHAMED LAHA ROGERS

The foregoing was read by me MR. MICHAEL K. CONTEH of
FAIRO 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

SUALIHO FAHNBULLEH

MADAM MAMAWA PALAI

MUSTHAPA SAMBA

ALHAJI MOHAMED ALLIEU ZOMBO

IDRISA ZOMBO

MADAM JENNEH KOROMA

ADAMA PASSEWE

MOHAMED MASSAQUOI

MADAM SATTA MASSAQUOI

VANDI HASSAN ZOKER

MADAM KADIE DAVID

Siaka
SIAKA MASSAQUOI

BOCKARIE KEMOKAI

Kallon
DAUDA M. KALLON

MADAM KADIE MASSAQUOI

MADAM BEINDU ZOKER

MOHAMED B. ZOOMBE

MADAM JUMA KOROMA

HAJI ZOKER

MOMOH S. ZOKER

AMBULAI LUMEH

MADAM MAMAWA ZOMBO

LANSANA MASSAQUOI

MADAM MAMAH KPAKA

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ABDUL RAHMAN ZOKER

ADAMA PABAI

MADAM SALLY ZOKER

MADAM KADIE MASSAQUOI

MADAM JENEH KAWA.

JABATY KOROMA

1ST WITNESS:

NAME: Godfrey Archer

ADDRESS: 1st off Cape Light house Aberdeen

OCCUPATION: Business man

SIGNATURE: [Signature]

2ND WITNESS:

NAME: Mohamed Couteh

ADDRESS: Fai'o Town

OCCUPATION: Driver

SIGNATURE: [Signature]

DISTRICT OFFICER/CHIEF ADMINISTRATOR *

JOHN LAHAI SWARRAY
CHIEF ADMINISTRATOR
PUJEHUN DISTRICT COUNCIL
swarrayjohnlahai@yahoo.com
0023276767589

THE SCHEDULE

THIS LEASE AGREEMENT is made this day of in the year Two Thousand and Twelve pursuant to the provisions of the Provinces Land Act (Cap 122) of the Laws of Sierra Leone 1960 **BETWEEN THE CHIEFDOM COUNCIL OF SOROGBEMA CHIEFDOM** in the Pujehun District in the Southern Province of the Republic of Sierra Leone represented by The Paramount Chief **PC ALHAJI BOCKARIE ZOMBO, SOLOMON W. FEIKA, ALHAJI MOHAMED LAHAI ROGERS, AMARA KAMARA, MADAM JENNEH KAWA, MUSTAPHA SAMBA, MOHAMED B. ZOOMBE, PRINCE M. KEMOKAI, MADAM KADIE MASSAQUOI, SUALIHO FAHNBULLEH, MADAM MAMAWA PALAI, SIAMAI PABAI, ALHAJI MOHAMED ALLIEU ZOMBO, IDRISA ZOMBO, MADAM JENNEH KOROMA, ADAMA PASSEWE, MOHAMED MASSAQUOI, MADAM SATTI MASSAQUOI, VANDI HASSAN ZOKER, SIAKA MASSAQUOI, BOKARIE KEMOKAI, DAUDA M. KALLON, MADAM KADIE MASSAQUOI II, MADAM BEINDU ZOKER, C.M KOROMA,**

MADAM JUMA KOROMA, HAJI ZOKER, MOMOH S. ZOKER, AMBULAI LUMEH, MADAM MAMAWA ZOMBO, LANSANA MASSAQUOI, MADAM MAMAH KPAKA, ABDUL RAHMAN ZOKER, ADAMA PABAI, MADAM SALLY ZOKER, MRS. YATTA F. KOROMA, JABATY KOROMA and MADAM KHADI DAVID all of Sorogbema 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 one part **AND WEST AFRICA AGRICULTURE 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 other part.

WHEREAS The **LESSEE's** objective is to develop sustainable agriculture and related projects on the Demised Land for the mutual benefit of the local population, broader community and its own shareholders.

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 20.094.9 hectares(49,655.39) or thereabout situate lying and being at Sorogbema 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 2.00 (Two United States Dollars) 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**.

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2.12 That the **LESSEE**
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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 given 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.

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- 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 Chieftdom and three (3) other Chieftdom 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 Chieftdom 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.
- 2.12 That the **LESSEE** will fairly compensate all landowners for all economic trees and crops removed from the **DEMISED LAND**.

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 Officer, Pujehun District and left for them at such place and receipt of same signed for.
- 4.7** **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 Arbitration Act, Chapter 25 of the Laws of Sierra Leone 1960 or any statutory re-enactment 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.

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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 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



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- 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 Sorogbema Chiefdom Pujehun District in the Southern Province aforesaid the description whereof is as follows:-

BEACON NO.	BEARING	DISTANCE(METRES)	DISTANCE
LA 4611/12	150 ⁰	4,679.154183	15,597,18061
LA 4612/13	352 ⁰	1,641,55588	5,471,852933
LA 4613/14	334 ⁰	2,173.87674	7,246.2558
LA 4614/15	53 ⁰	4,949.66097	16,498.8699
LA 4615/16	15 ⁰	3,635.252889	12,117.50960
LA 4616/17	34 ⁰	3,733.018945	12,443.39648
LA 4617/18	94 ⁰	14,497.42411	48,324.7547
LA 4618/19	111 ⁰	6,370.950063	21,236.50021
LA 4619/20	205 ⁰	2,745.391029	9,151.30343
LA 4620/21	219 ⁰	2,321.869706	7793,565687
LA 4621/22	214 ⁰	2,095.368556	6,984,561853
LA 4622/23	139 ⁰	1,260.612018	4,20204006
LA 4623/24	281 ⁰	1,369.655211	4565,41737
LA 4624/25	210 ⁰	1,884.181883	6,280.606277
LA 4625/26	147 ⁰	3,160.182395	10533,94132
LA 4626/27	175 ⁰	3,652.870418	12176,234773
LA 4627/28	273 ⁰	3,526.991448	11756,63816
LA 4628/29	209 ⁰	1,722.840189	5742,80063

LA 4629/30	146 ⁰	2,142.974291	7143.247637
LA 4630/31	192 ⁰	1,585.753445	5285.844817
LA 4631/32	274 ⁰	9,456.596143	31521.98714
LA 4632/11	286 ⁰	9,469.547796	31565.15932
LA4632/11		9,469.547796	

which is the point of commencement thus enclosing an Area of 20,094.9 hectares or thereabout little more or less the same as is shown delineated on Survey Plan numbered" or thereabout little more or less the same as is shown delineated on Survey Plan numbered BLS: 85/2011 dated 21st day of June 2011 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 Paramount Chief PC ALHAJI BOCKARIE ZOMBO together with SOLOMON W. FEIKA, ALHAJI MOHAMED LAHAI ROGERS, AMARA KAMARA, MADAM JENNEH KAWA, MUSTAPHA SAMBA, MOHAMED B. ZOOMBE, PRINCE M. KEMOKAI, MADAM KADIE MASSAQUOI, SUALIHO FAHNBULLEH, MADAM MAMAWA PALAI, SIAMAI PABAI, ALHAJI MOHAMED ALLIEU ZOMBO, IDRISA ZOMBO, MADAM JENNEH KOROMA, ADAMA PASSEWE, MOHAMED MASSAQUOI, MADAM SATTA MASSAQUOI, VANDI HASSAN ZOKER, SIKA MASSAQUOI, BOKARIE KEMOKAI, DAUDA M. KALLON, MADAM KADIE MASSAQUOI II, MADAM BEINDU ZOKER, C.M KOROMA, MADAM JUMA KOROMA, HAJI ZOKER, MOMOH S. ZOKER, AMBULAI LUMEH, MADAM MAMAWA ZOMBO, LANSANA MASSAQUOI, MADAM MAMAH KPAKA, ABDUL RAHMAN ZOKER, ADAMA PABAI, MADAM SALLY ZOKER, MRS. YATTA F. KOROMA, JABATY KOROMA and MADAM KHADI DAVID, representing the Chiefdom Council, the LESSORS have set their hand and seal and the Common Seal of ARISTEUS PALM OIL 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

PC ALHAJI BOCKARIE ZOMBO

SOLOMON W. FEIKA

AMARA KAMARA

PRINCE M. KEMOKAI

SIAMAI PABAI

C.M KOROMA

MRS. YATTA F. KOROMA

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LANSANA MASSAQUO

ABDUL RAHMAN ZO

MADAM SALLY ZOKER

MADAM JENNEH KAWA

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The foregoing was read by me of
..... in
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MADAM KADIE DAVID

SIAKA MASSAQUOI

BOCKARIE KEMOKAI

DAUDA M. KALLON

MADAM KADIE MASSAQUOI

MADAM BEINDU ZOKER

MOHAMED B. ZOOMBE

MADAM JUMA KOROMA

HAJI ZOKER

MOMOH S. ZOKER

AMBULAI LUMEH

MADAM MAMAWA ZOMBO

LANSANA MASSAQUOI

MADAM MAMAH KPAKA

ABDUL RAHMAN ZOKER

ADAMA PABAI

MADAM SALLY ZOKER

MADAM KADIE MASSAQUOI II

MADAM JENEH KAWA

JABATY KOROMA

1ST WITNESS:

NAME: LANSAWA SESAY

ADDRESS: # 22 KISSY TOWN RD

OCCUPATION: WORKER (MERCURY)

SIGNATURE: [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 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 LIMITED IS
HEREUNTO AFFIXED IN THE PRESENCE OF:

DIRECTOR

SECRETARY

1ST WITNESS:

NAME:

ADDRESS:

OCCUPATION:

SIGNATURE:

2ND V

NAME:

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ATTESTED BEFORE ME

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16
DATED THIS

DAY OF

2012

BETWEEN:

**THE CHIEFDOM COUNCIL OF SOROGBEMA
CHIEFDOM**

AND:

WEST AFRICA AGRICULTURE LIMITED

**LEASE AGREEMENT IN RESPECT OF ALL THAT PIECE
OR PARCEL OF LAND SITUATE LYING AND BEING AT
SOROGBEMA 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.**

2012

DGBEMA

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303/304916/2012

THIS INSTRUMENT WAS DELIVERED TO		REGISTRATION
BY	Langang Sesay	
OF	22 Kissy Town Rd BSO	
AT	11:01	CLOCK
THIS	28th	DAY OF Dec 2012
REGISTRAR GENERAL		SIERRA LEONE



Certified True Copy



document by Lansana Sesay of 22 Korry town Rd
D, on the 28/12/12 at 11:10 am

DATED THIS 24th DAY OF DECEMBER 2012

[Handwritten signature]

303/2012

FROM:

WEST AFRICA AGRICULTURE LIMITED

TO:

THE CHIEFDOM COUNCIL OF SOROGBEMA
CHIEFDOM

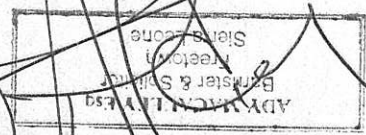
Administrator Kogelua, Chiefdom.
AMOUNT 20,000
PROCESS *[Signature]*
DATE 28/12/2012
RECEIPT NO. 304916
SUB ACCOUNTANT *[Signature]*

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DEED OF SURRENDER IN RESPECT OF ALL THAT PIECE OR
PARCEL OF LAND SITUATE AND KNOWN SOROGBEMA
CHIEFDOM PUJEHUN DISTRICT IN THE SOUTHERN
PROVINCE OF THE REPUBLIC OF SIERRA LEONE.

Original by *[Signature]*

[Large handwritten signature]



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

