## Adhesive Elecuti Cerzzy 772 (00)

THIS LEASE AGREEMENT is made this day of December the year Two Thousand and Twelve pursuant to the provisions of the Provinces Land Act (Cap 122) of the Laws of Sierra Leone 1960 BE-TWEEN 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 ZOM-BO, MADAM JENNEH KOROMA, ADAMA PASSEWE, MOHAMED MASSAQUOI, MADAM SATTA 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. ZO-KER, AMBULAI LUMEH, MADAM MAMAWA ZOMBO, LANSANA MAS-SAQUOI, MADAM MAMAH KPAKA, ABDUL RAHMAN ZOKER, ADA-MA PABAI, MADAM SALLY ZOKER, MRS. YATTA F. KOROMA, JAB-ATY 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: -

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 acres) 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.

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- 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.

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- **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**.
- 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
- 3.8 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:-
- 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 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

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# NATIONAL REVENUE AUTHORITY TAX CLEARANCE CERTIFICATE

ITD 00081987

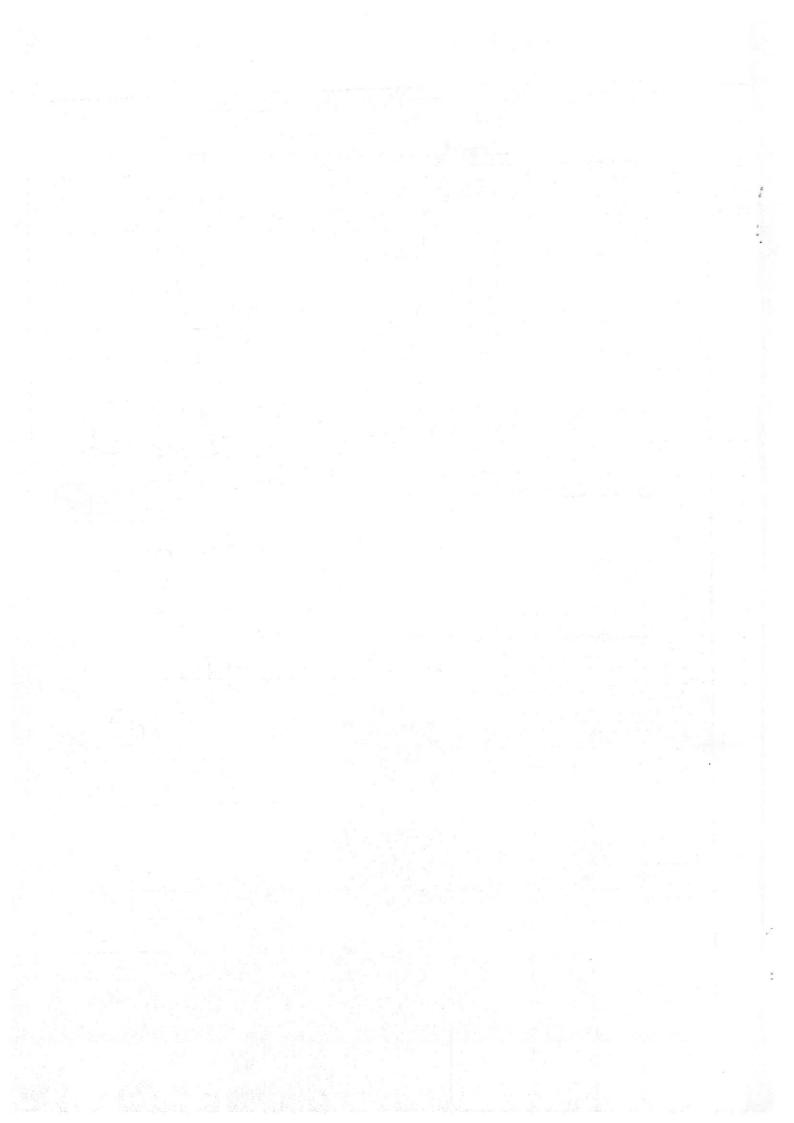
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	a) has paid his /her/it's tax liabilities up to and including the 20. Year of Assessment.
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,	c) has submitted all tax return due up to date

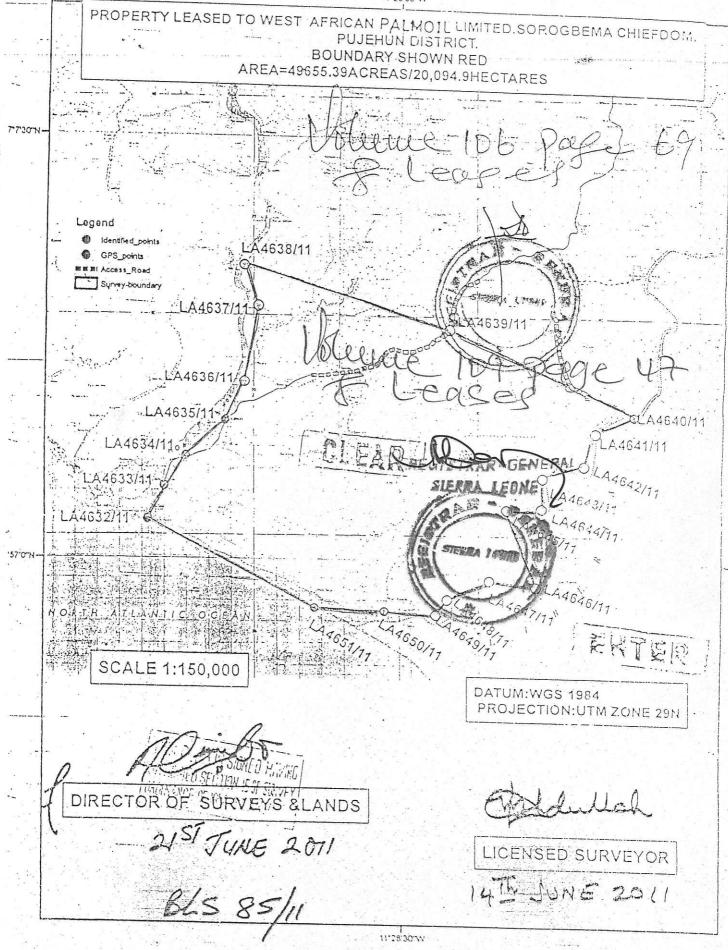
## 3. BELOW IS A SUMMARY OF HIS/HER/ITS TAX POSITION FOR THREE YEARS

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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.
- **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:

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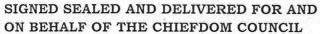
situate lying and being Sorogbema Chiefdom Pujehun District in the Southern Province aforesaid the description whereof is as follows:-

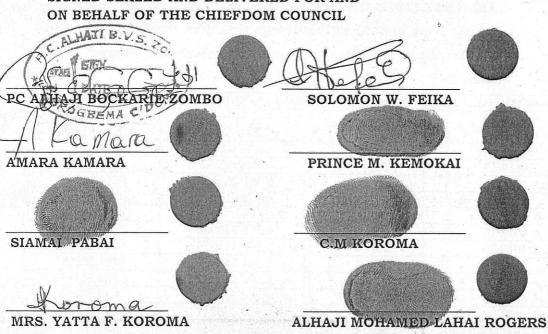
BEACON NO.	BEARING	DISTANCE(METRES)	DISTANCE
LA 4611/12	150 <sup>0</sup>	4,679.154183	15,597,18061
LA 4612/13	352 <sup>0</sup>	1,641,55588	5,471,852933
LA 4613/14	334 <sup>0</sup>	2,173.87674	7,246.2558
LA 4614/15	53 <sup>0</sup>	4,949.66097	16,498.8699
LA 4615/16	15 <sup>0</sup>	3,635.252889	12,117.50960
LA 4616/17	34 <sup>0</sup>	3,733.018945	12,443.39648
LA 4617/18	94 <sup>0</sup>	14,497.42411	48,324.7547
LA 4618/19	111 <sup>0</sup>	6,370.950063	21,236.50021
LA 4619/20	205 <sup>0</sup>	2,745.391029	9,151.30343
LA 4620/21	219 <sup>0</sup>	2,321.869706	7793,565687
LA 4621/22	214 <sup>0</sup>	2,095.368556	6,984,561853
LA 4622/23	139 <sup>0</sup>	1,260.612018	4,20204006
LA 4623/24	281°	1,369.655211	4565,41737
LA 4624/25	210 <sup>0</sup>	1,884.181883	6,280.606277
LA 4625/26	$147^{0}$	3,160.182395	10533,94132

LA 4626/27	175 <sup>0</sup>	3,652.870418	12176,234773
LA 4627/28	273 <sup>0</sup>	3,526.991448	11756,63816
LA 4628/29	209 <sup>0</sup>	1,722.840189	5742,80063
LA 4629/30	146 <sup>0</sup>	2,142.974291	7143.247637
LA 4630/31	192 <sup>0</sup>	1,585.753445	5285.844817
LA 4631/32	274 <sup>0</sup>	9,456.596143	31521.98714
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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 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 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, SIAKA MASSAQUOI, BOKARIE KEMOKAI, DAUDA M. KALLON, MADAM KADIÈ 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 WEST AFRICA AGRICULTURE LIMITED, the Lessee was hereunto affixed the day and year first above-written.



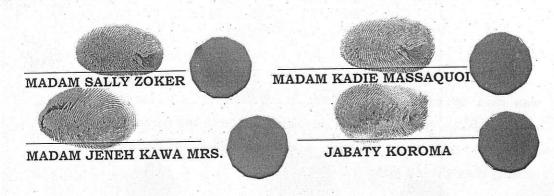


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BUL RAHMAN

12176,234773 foregoing was read by me MR. MICHAEL K. CONTEH of 11756,63816 FAIRO TOWN in English and in Krio/Mende to the persons 5742,80063 7143.247637 med hereunder which they seem to have perfectly understood before 5285.844817 31521.98714 ning and or affixing their thumb print 31565.15932 MADAM MAMAWA PALAI ALIHO FAHNBULLEH of 20,094.9 is shown ore or less pered BLS: ALHAJI MOHAMED ALLIEU ZOMBO USTHAPA SAMBA nd thereon led known MADAM JENNEH KOROMA DRISA ZOMBO AJI BOCKARIE HAMED LAHAI TAPHA SAMBA, IADAM KADIE MOHAMED MASSAQUOI DAMA PASSEWE PALAI, SIAMAI OMBO, MADAM **AQUOI, MADAM** MASSAQUOI, VANDI HASSAN ZOKER ADAM SATTA MASSAQUOI MASSAQUOI II, KOROMA, HAJI MAWA ZOMBO, AHMAN ZOKER, SIAKA MASSAQUOI MADAM KADIE DAVID ROMA, JABATY iefdom Council, 1 Seal of WEST affixed the day OCKARIE KEMOKAI MADAM BEINDU ZOKER ADAM KADIE MASSAQUOI II MADAM JUMA KOROMA OHAMED B. ZOOMBE MOMOH S. ZOKER AJI ZOKER MADAM MAMAWA ZOMBO **MBULAI LUMEH** I VSANA MASSAQUOI MADAM MAMAH KPAKA ADAMA PABAI ZOKER DUL RAHMAN

AI ROGERS



1ST WITNESS:

NAME: LANSAWI	9 SESAT
ADDRESS: # 26	KISSY POWN R
OCCUPATION: IMORIS	ER (MERCURY)
SIGNATURE: CA	
2ND WITNESS: NAME: Prince	0 11
	Limmi Town
OCCUPATION:	
SIGNATURE:	Rott

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.

JAHN LAHAI SWARRAY
CHIEF ADMINISTRATOR
PULLER OF COUNCIL COUNC

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

DIRECTOR

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ADDRESS: 100

OCCUPATION: .....

SIGNATURE:....

2ND WITNESS:

NAME:

ADDRESS: .....

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ATTESTED BEFOI

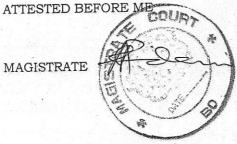
MAGISTRATE

DIRECTOR

the customary coccupation by ND, we give our

1ST WITNESS:	
NAME: GO	Hvey Archer
ADDRESS: 1º OF	f Corpe Light house Aberdeen
	Rusiness main
SIGNATURE:	Allw
2ND WITNESS:	
NAME:	Mohamed Confeh
ADDRESS:	Janvo Town
OCCUPATION:	Driver
SIGNATURE:	MConteh

MAGISTRATE



REGISTRAR GENE SIERRA LEON

Certified True Co



1/01/2013 of 2:30 R DATED THIS 31 St DAY OF DECEMBER 2012 BETWEEN: CHIEFDOM COUNCIL OF SOROGBEMA CHIEFDOM liministrator Registra. Couciai AND: WEST AFRICA AGRICULTURE LIMITED SUB ACCOUNTANT LEASE AGREEMENT IN RESPECT OF ALL THE PIECE OR PARCEL OF LAND SITUATE LYING AND BEING AT SOROGBEMA CHIEFDOM PUJEHUN DISTRICT IN THE SOUTHERN PROVINCE OF THE REPUBLIC OF SIERRA ADY MACAULEY ESO B & J PARTNERS 2ND FLOOR 16 WILBERFORCE STREE FREETOWN SOLICITOR, CONVEYANCER 10