

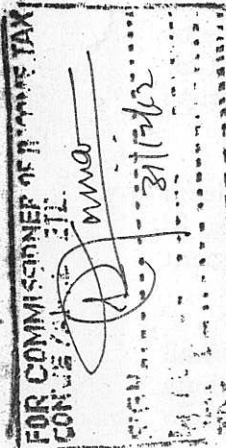
Adhesive Stamp: Lec 523, 54/00

THIS LEASE AGREEMENT is made this 31st day of December 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 ARISTEUS PALM OIL 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 47,567.7 hectares 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**.
- 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 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 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,

ISSUING OFFICE RTI
DATE 3/1/11

ORIGINAL for tax payer

1 NAME/ADDRESS

SOURCES OF YEAR OF ASSE

has applied to r
in the name of
Land
Shrestha
2. I confirm from

- a) has paid his/h Year of Assess
- b) has paid P.A.Y.
- c) has submitted:

3. BELOW IS A

YEAR OF ASSESSMENT	CI
20.....	
20.....	

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11°39'0"W

11°28'30"W

ISSUING OFFICE	RTI/CGT
DATE	31/12/2012



AMOUNT PAID	Le
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ORIGINAL for tax payer

NATIONAL REVENUE AUTHORITY ITD 00082038

TAX CLEARANCE CERTIFICATE

1 NAME/ADDRESS: Aristeuz Palm Oil Limited
16 Wilberforce Street Free town

SOURCES OF INCOME: _____

YEAR OF ASSESSMENT: 2012 FILE No. II 343

has applied to me for tax clearance certificate for the following purpose: Lease Agreement in respect of all the piece or parcel of land situate lying and being a section of Chetum District in the Southern Province of the Republic of Sierra Leone

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 31/12/2013



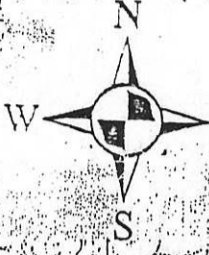
11°39'0"W

11°28'30"W

PROPERTY LEASED TO ARISTEUS PALM OIL LIMITED. SOROGBEMA CHIEFDOM.
PUJEHUN DISTRICT.
BOUNDARY SHOWN RED
AREA=117,541.9ACREAS/47,567.7 HECTARES

7°3'0"N

7°18'0"N



Legend

- Identified points
- GPS Points
- Access Road
- Survey boundary



SCALE 1:150,000

DATUM:WGS 1984
PROJECTION:UTM ZONE 29N

R. Simbu
DIRECTOR OF SURVEYS & LANDS

21ST JUNE 2011

P/S 86/11

M. Dullah

LICENSED SURVEYOR

14TH JUNE 2011

11°39'0"W

11°28'30"W

11°18'0"W

6°46'30"N

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.
- 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:-

FROM	BEARING	DISTANCE	TO
LA 4611/11	15 ⁰	15,597.18	LA4612/11

LA 4612/11	352°	5,471.85	LA4613/11
LA4613/11	334°	7,246.25	LA4614/11
LA4614/11	53°	16,498.86	LA4615/11
LA4615/11	15°	12,117.50	LA4616/11
LA4616/11	34°	12,443.39	LA4617/11
LA4617/11	94°	48,324.75	LA4618/11
LA4618/11	111°	21,236.50	LA4619/11
LA4619/11	205°	9,151.30	LA4620/11
LA4620/11	210°	7,739.56	LA4621/11
LA4621/11	214°	6,984.56	LA4622/11
LA4622/11	139°	4,202.04	LA4623/11
LA4623/11	281°	4,565.51	LA4624/11
LA4624/11	210°	6,280.60	LA4625/11
LA4625/11	147°	10,533.94	LA4626/11
LA4626/11	175°	12,176.23	LA4627/11
LA4627/11	273°	11,756.63	LA4628/11
LA4628/11	209°	5,742.80	LA4629/11
LA4629/11	146°	7,143.24	LA4630/11
LA4630/11	192°	5,285.84	LA4631/11
LA4631/11	274°	31,521.98	LA4632/11
LA4632/11	286°	31,565.15	LA4611/11

which is the point of commencement thus enclosing an Area of 47,567.7 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: 32/2011 dated 4th April 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 SATTI MASSAQUOI, VANDI HASSAN ZOKER, SIAKA MASSAQUOI, BOKARIE KEMOKAI, DAUDA M. KALLON, MADAM KADIE MASSAQUOI II, JABATI KOROMA, 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



Kamara

AMARA KAMARA



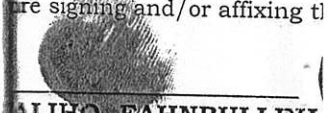
SIAMAI PABAI

Yatta F. Korom

MRS. YATTA F. KOROM

foregoing was ~~XXXXXX~~

to the persons named above signing and/or affixing their



ALIHO FAHNBULLEH

MUSTAPHA SAMBA

IDRISA ZOMBO

ADAMA PASSEWE

MADAM SATTI MASSAQUOI

MADAM KADIE DAVID

BOKARIE KEMOKAI

MADAM KADIE MASSAQUOI

MOHAMED B. ZOOMBE

A4613/11
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ALHAJI BOCKARIE
 MOHAMED LAHAI
 MUSTAPHA SAMBA,
 MADAM KADIE
 WA PALAI, SIAMAI
 ZOMBO, MADAM
 MASSAQUOI, MADAM
 AKA MASSAQUOI,
 DIE MASSAQUOI II,
 MA, MADAM JUMA
 I LUMEH, MADAM
 AH KPAKA, ABDUL
 ER, MRS. YATTA F.
 ID, representing the
 al and the Common
 unto affixed the day

ALHAJI BOCKARIE ZOMBO

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SOLOMON W. FEIKA

[Signature]
KARA KAMARA

[Fingerprint]
PRINCE M. KEMOKAI

[Fingerprint]
SIAMAI PABAI

[Fingerprint]
C.M KOROMA

[Signature]
RS. YATTA F. KOROMA

[Fingerprint]
ALHAJI MOHAMED LAHAI ROGERS

foregoing was read by me **MR. MICHAEL K. CONTEH** of
~~KRIKRI~~ ~~FAIRO~~ ~~TOWN~~ FAIRO TOWN in English and in
 /Mende to the persons named hereunder which they seem to have perfectly understood
 re signing and/or affixing their thumb print

[Fingerprint]
ALIHO FAHNBULLEH

[Fingerprint]
MADAM MAMAWA PALAI

[Fingerprint]
MSTHAPA SAMBA

[Fingerprint]
ALHAJI MOHAMED ALLIEU ZOMBO

[Fingerprint]
RISA ZOMBO

[Fingerprint]
MADAM JENNEH KOROMA

[Fingerprint]
MAMA PASSEWE

[Fingerprint]
MOHAMED MASSAQUOI

[Fingerprint]
MADAM SATTA MASSAQUOI

[Fingerprint]
VANDI HASSAN ZOKER

[Fingerprint]
MADAM KADIE DAVID

[Signature]
SIAKA MASSAQUOI

[Fingerprint]
OCKARIE KEMOKAI

[Signature]
DAUDA M. KALLON

[Fingerprint]
MADAM KADIE MASSAQUOI II

[Fingerprint]
MADAM BEINDU ZOKER

[Fingerprint]
OHAMED B. ZOOMBE

[Fingerprint]
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

JABATY KOROMA

MADAM JENEH KAWA

MADAM KADIE MASSAQUOI

THE COMMON SEAL OF
MAGISTRATE ARISTEUS PALM
IN THE PRESENCE OF:

[Signature]
MAGISTRATE

1ST WITNESS:

NAME: *Goah*

ADDRESS: *1st off*

OCCUPATION: *C*

SIGNATURE: *[Signature]*

2ND WITNESS:

NAME: *Kla*

ADDRESS: *Fe*

OCCUPATION: *[Blank]*

SIGNATURE: *[Blank]*

ATTESTED BEFORE M.

MAGISTRATE



1ST WITNESS:

NAME: *LANSANA SESAY*

ADDRESS: *# 22 Kissy Town RD. RD*

OCCUPATION: *WORKER (MERCURY)*

SIGNATURE: *[Signature]*

2ND WITNESS:

NAME: *Prince Scott*

ADDRESS: *Main Zimmi Town*

OCCUPATION: *Trader*

SIGNATURE: *[Signature]*

The Chieftom Council having consented in open assembly in the customary manner to this Lease and having given their consent to the occupation by ARISTEUS PALM OIL LIMITED of the DEMISED LAND, we give our approval to it.

JAHN LAHAI SWARRAY
CHIEF ADMINISTRATOR
PUJEN DISTRICT COUNCIL
[DISTRICT OFFICER/CHIEF ADMINISTRATOR]

OKER

WA ZOMBO

H KPAKA

A

SAQUOI

RD

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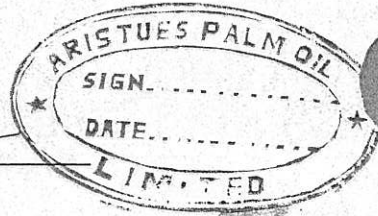
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ly in the customary
o the occupation by
we give our approval

THE COMMON SEAL OF THE WITHIN NAMED LESSEE THE
D ARISTEUS PALM OIL LIMITED IS HEREUNTO AFFIXED
THE PRESENCE OF:

[Handwritten Signature]
DIRECTOR

[Handwritten Signature]
SECRETARY



1ST WITNESS:

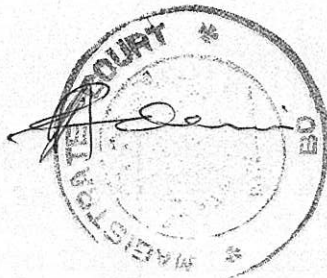
NAME: *Geoffrey Archer*
ADDRESS: *1st off Cape Light house Aberdeen*
OCCUPATION: *Business man*
SIGNATURE: *[Handwritten Signature]*

2ND WITNESS:

NAME: *Mohamed Conteh*
ADDRESS: *Ferivo Town*
OCCUPATION: *Driver*
SIGNATURE: *[Handwritten Signature]*

ATTESTED BEFORE ME

MAGISTRATE



2/304977/2013
THIS INSTRUMENT WAS DELIVERED TO ME FOR BY *LANSANA Sesay*
OF *22 Lissy Town Rd BD*
AT *2:16* O'CLOCK *after*
THIS *2nd* DAY OF *Jan* 2013
[Handwritten Signature]
REGISTRAR GENERAL
SIERRA LEONE

Certified True Cop



Delivered by Lansana Sesay of 22 Kissy Town Rd
Bo, on the 2/01/2013 at 2:16 pm

Flam

DATED THIS 3RD DAY OF DECEMBER 2012

2/2013

ADMINISTRATOR OF REGISTRATION CHIEFDOM
AMOUNT <i>117,541</i> CENTS
PROCESS <i>at 7-11</i>
DATE <i>02/01/2013</i>
RECEIPT No. <i>304977</i>
SUB ACCOUNTING <i>[Signature]</i>

BETWEEN:

THE CHIEFDOM COUNCIL OF SOROGBEMA CHIEFDOM

ADMINISTRATOR OF REGISTRATION CHIEFDOM
AMOUNT <i>30,000</i> CENTS
PROCESS <i>at 7-11</i>
DATE <i>02/01/2013</i>
RECEIPT No. <i>304977</i>
SUB ACCOUNTING <i>[Signature]</i>

AND:

ARISTEUS PALM OIL LIMITED

ADMINISTRATOR OF REGISTRATION CHIEFDOM
AMOUNT <i>23,482,454</i> CENTS
PROCESS <i>at 7-11</i>
DATE <i>02/01/2013</i>
RECEIPT No. <i>318077</i>
SUB ACCOUNTING <i>[Signature]</i>

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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 LEONE

Original held by

[Signature]

ADY MACAULEY Esq.
Barrister & Solicitor
Freetown
Sierra Leone

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

[Circular Stamp]

He
10/01/13