

THIS SUB-LEASE is made this 6th day of November in the Year of Our Lord Two thousand and Thirteen **BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE** represented by **HON. DR. JOSEPH SAM SESAY** the Honourable Minister of Agriculture Forestry and Food Security (MAFFS) ("hereinafter referred to as "THE SUB-LESSOR" which expression shall where the context so admits include his successors-in-office) of the One Part **AND SOCFIN AGRICULTURAL COMPANY (SL) LIMITED** – a Company incorporated and operating in Sierra Leone as well as having its Head Office at No. 4 Aberdeen Beach Road, Guoji Estates, Aberdeen, Freetown in the Western Area of the Republic of Sierra Leone aforesaid represented by its Country Representative: **MR. GERBEN HARRINGSMA** "hereinafter referred to as "THE SUB-LESSEE" which expression shall where the context so admits include its assigns privies representatives and successors-in-title)

WHEREAS by Lease Agreement registered on the 25th day of October 2013 made between Mr. Ensah Amodu and other Landholders/Owners/Representatives of Landholding Families as well as Paramount Chief B. V. S. Kebbie of Malen Chiefdom, Pujehun District in the Southern *objection of restraint from any one pursuant to paragraph 2.7 of the Principal Lease Agreement*

AND WHEREAS the Sub-Lessor herein has further contracted with the Sub-Lessee for the full and complete sub-letting of its interests, entitlements, rights and obligations in the Principal Lease to the Sub-Lessee from any incumbrance or restraint from the Principal Lessors


NOW THEREFORE THIS SUB-LEASE WITNESSETH AS FOLLOWS:

1. That in consideration of the rents, stipulations, covenants and conditions on the part of the Sub-Lessee to be paid, performed and observed as specified herein, the Sub-Lessor

- 2.7. Not to assign or sublet any part of the sub-Demised Land herein without the prior written consent of the sub-Lessor; such consent not to be unreasonably withheld;
- 2.8. To permit the sub-Lessor once every year to visit and inspect the state and condition of the sub-Demised Land and to fix such damage or want of repair that may be brought to the sub-Lessee's knowledge by the sub-Lessor during the visit; as well as to perform and deliver the corporate social and environmental responsibilities expected of the sub-Lessee to the Malen Community and beyond as the sub-Lessee reasonably deems fit and appropriate within the limits of its investments;

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No. CED
TRIPLICATE **0426975**

 **NRA** **IMPORTS**
OFFICIAL RECEIPT

NATIONAL REVENUE AUTHORITY

Port/Station Date 11/11/15
 Received from Mr. P. Stefanou
 Address

The Sum of One Million One Hundred
Twenty Two Thousand Seven Hundred Leone
 Cents

being payment of taxes made up as follows: Le 1,128,297

Import Duties Import Excise Duties Import Sales Tax

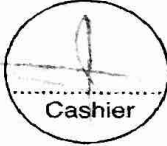
ECOWAS Levy Others 125/1
 3% Income Tax 10/1

TOTAL

Customs Entry No. Date

Baggage Receipt No. Date

Date


Cashier

3.

- throughout the term of this sub-Lease, inclusive of its optional period when granted, quietly possess and peaceably hold and enjoy the sub-Demised Land for the term herein granted without disturbance from, by or through the sub-Lessor herein, its Principal Lessors or any person rightfully claiming under or through them;
- 3.2. That the sub-Lessee shall, during the subsistence of this sub-Lease and whilst fully observing and complying with the terms and conditions of this sub-Lease, be entitled to full protection of law against third parties or any person seeking to destroy, tamper or interfere with the lawful operations of the sub-Lessee within Sierra Leone;
 - 3.3. Provided, however, that if the Rents hereby reserved or any part thereof to be paid shall be unpaid for more than One (1) Year after becoming due, whether formally demanded or not, or where any of the foregoing covenants on the part of the sub-Lessee to be performed remains unperformed, then the sub-Lessor may, upon six months' Notice in writing served on the sub-Lessee herein, at any time thereafter re-

- 2.7. Not to assign or sublet any part of the sub-Demised Land herein without the prior written consent of the sub-Lessor, such consent not to be unreasonably withheld;
- 2.8. To permit the sub-Lessor once every year to visit and inspect the state and condition of the sub-Demised Land and to fix such damage or want of repair that may be brought to the sub-Lessee's knowledge by the sub-Lessor during the visit; as well as to perform and deliver the corporate social and environmental responsibilities expected of the sub-Lessee to the Malen Community and beyond as the sub-Lessee reasonably deems fit and appropriate within the limits of its investments;
- 2.9. Subject to clause 2.10 below, at the end of the sub-Lease term hereby granted, to peaceably surrender the sub-Demised Land to the sub-Lessor herein together with the Hereditaments thereon save where the option to renew this sub-Lease for the further period specified herein is exercised by the sub-Lessee immediately upon the Principal Lessor granting such optional term to the sub-Lessor.
- 2.10. To take out all of its assets and removable fixtures from the sub-Demised Land upon the expiry or lawful termination of this sub-Lease.
- 2.11. Where applicable or appropriate, to permit the Principal Lessors to cohabit or co-exist with the sub-Lessee on the Demised Land or, in the alternative, to safely relocate the affected Principal Lessors to another place fit for human habitation within legally environmentally conducive standards and requirements.
- 2.12. To bear and pay all costs, taxes, charges, legal fees and expenses incidental to the preparation and registration of this sub-Lease Agreement.

3. THE SUB-LESSOR AS BENEFICIAL HOLDER OF THE SUB-DEMISED LAND HEREBY COVENANTS WITH THE SUB-LESSEE AS FOLLOWS:

- 3.1. That the sub-Lessee paying the Rents hereby reserved and performing the covenants and conditions of this sub-Lease on its part to be performed and observed, the sub-Lessor hereby absolutely and wholly undertakes to ensure that the sub-Lessee shall throughout the term of this sub-Lease, inclusive of its optional period when granted, quietly possess and peaceably hold and enjoy the sub-Demised Land for the term herein granted without disturbance from, by or through the sub-Lessor herein, its Principal Lessors or any person rightfully claiming under or through them;
- 3.2. That the sub-Lessee shall, during the subsistence of this sub-Lease and whilst fully observing and complying with the terms and conditions of this sub-Lease, be entitled to full protection of law against third parties or any person seeking to destroy, tamper or interfere with the lawful operations of the sub-Lessee within Sierra Leone;
- 3.3. Provided, however, that if the Rents hereby reserved or any part thereof to be paid shall be unpaid for more than One (1) Year after becoming due, whether formally demanded or not, or where any of the foregoing covenants on the part of the sub-Lessee to be performed remains unperformed, then the sub-Lessor may, upon six months' Notice in writing served on the sub-Lessee herein, at any time thereafter re-

enter upon the sub-Demised Land and secure possession thereof and thereupon this sub-Lease shall determine but without prejudice to any right of action that the sub-Lessee may have against the sub-Lessor for any breach of its covenants herein;

- 3.4. If the sub-Lessee is desirous of renewing this sub-Lease for a further term of Twenty-Five (25) years after the expiration of the term hereby granted and after the option period in the Principal Lease shall have been granted to the sub-Lessor herein, then the sub-Lessee shall deliver to the sub-Lessor or its agents, privies or successors-in-office a notice in writing of its intention to do so within One (1) Year of the expiry of this sub-Lease. Any optional period to be granted to the sub-Lessee shall be subject to the same covenants and conditions as outlined herein;
- 3.5. Any notice to be given to either Party herein shall be well and sufficiently given or sent by delivering such Notice at the last known address of the Party to whom it is addressed and sent.

4. If any dispute should arise between the Parties hereto, the dispute shall first be subject to a process of mediation or arbitration based on international standards. The applicable law governing this sub-Lease shall, however, be the laws of Sierra Leone.

THE SCHEDULE HEREINBEFORE REFERRED TO:

ALL THOSE PIECES OR PARCELS OF LAND, Hereditaments and Appurtenances put together situate, lying and being at Malen Chiefdom, Pujehun District in the Southern Province of the Republic of Sierra Leone bounded as follows:

STARTING FROM:

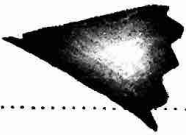
<u>START BEACON</u>	<u>BEARING</u>	<u>DISTANCE</u>	<u>END BEACON</u>
AJ/860/13	89°12.40'	4,525.02'	AJ/861/13
AJ/861/13	102°00.57'	4,488.50'	AJ/862/13
AJ/862/13	102°01.01'	11,306.80'	AJ/863/13
AJ/863/13	128°38.23'	8,726.78'	AJ/864/13
AJ/864/13	185°56.09'	10,208.84'	AJ/865/13
AJ/865/13	160°19.53'	9,439.25'	AJ/866/13
AJ/866/13	208°48.43'	6,694.29'	AJ/867/13
AJ/867/13	278°42.56'	3,267.24'	AJ/868/13
AJ/868/13	247°45.42'	10,222.67'	AJ/869/13
AJ/869/13	334°55.23'	6,372.54'	AJ/870/13
AJ/870/13	334°21.43'	9,335.52'	AJ/871/13

AJ/871/13	329°18.56'	8,185.36'	AJ/872/13
AJ/872/13	296°48.28'	7,269.85'	AJ/873/13
AJ/873/13	34°19.52'	4,633.40'	AJ/874/13
AJ/874/13	11°57.29'	5,570.05'	AJ/875/13
AJ/875/13	330°09.15'	2,997.58'	AJ/860/13

AJ/860/13 above being the point of commencement thus enclosing an AREA of 15,491.4860 acres equivalent to 6,269.3185 hectares or thereabout the same as is delineated on Survey Plan marked or numbered BLS 199/13 dated 4th August, 2013 drawn and attached to these presents and thereon verged RED or the aforesaid may be known described defined distinguished and bounded in the SCHEDULE herein together with its hereditaments appurtenances or attachments

IN WITNESS WHEREOF the respective Parties herein, namely, the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE and SOCFIN AGRICULTURAL COMPANY (SL) LIMITED have hereunto set their hand and seal the day and year first above-written:

SIGNED SEALED AND DELIVERED BY THE SUB-LESSOR HEREIN (THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE) represented herein by HON. DR. JOSEPH SAM SESAY:

Joseph Sam Sesay


In the Presence of:

NAME: ADIKALI SAMURA
ADDRESS: MINISTRY OF AGRICULTURE, FORESTRY AND FOOD SECURITY
1ST FLOOR, JONAS BUILDING, FREETOWN, SIERRA LEONE
OCCUPATION: CIVIL SERVANT
SIGNATURE: *Adikali Samura*

SIGNED SEALED AND DELIVERED BY THE SUB-LESSEE HEREIN (SOCFIN AGRICULTURAL COMPANY (SL) LIMITED) represented herein by MR. GERBEN HARINGSMA (Director and General Manager of the Company):



(COMPANY'S SEAL/STAMP)

In the Presence of:

NAME: *Amadu U. Fofanah*

ADDRESS: *47 Will Street*

SIGNATURE: *Amadu U. Fofanah*

(SECRETARY FOR SOCFIN AGRICULTURAL COMPANY (SL) LIMITED)

PERCEL OF LAND LEASED BY

ISSUING OFFICE **RT/CGT**
DATE **21-10-13**



AMOUNT PAID
Le

ORIGINAL
for tax payer

NATIONAL REVENUE AUTHORITY

ITD 00076149

TAX CLEARANCE CERTIFICATE

1 NAME/ADDRESS: **Socfin Agricultural Co. Ltd**
At Aberdeen Beach Road, Guaji State
Aberdeen, Proestoun

SOURCES OF INCOME: _____

YEAR OF ASSESSMENT: **2013** FILE No. **IT 343**

has applied to me for tax clearance certificate for the following purpose: **Lease of the land and hereditaments situate in the 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

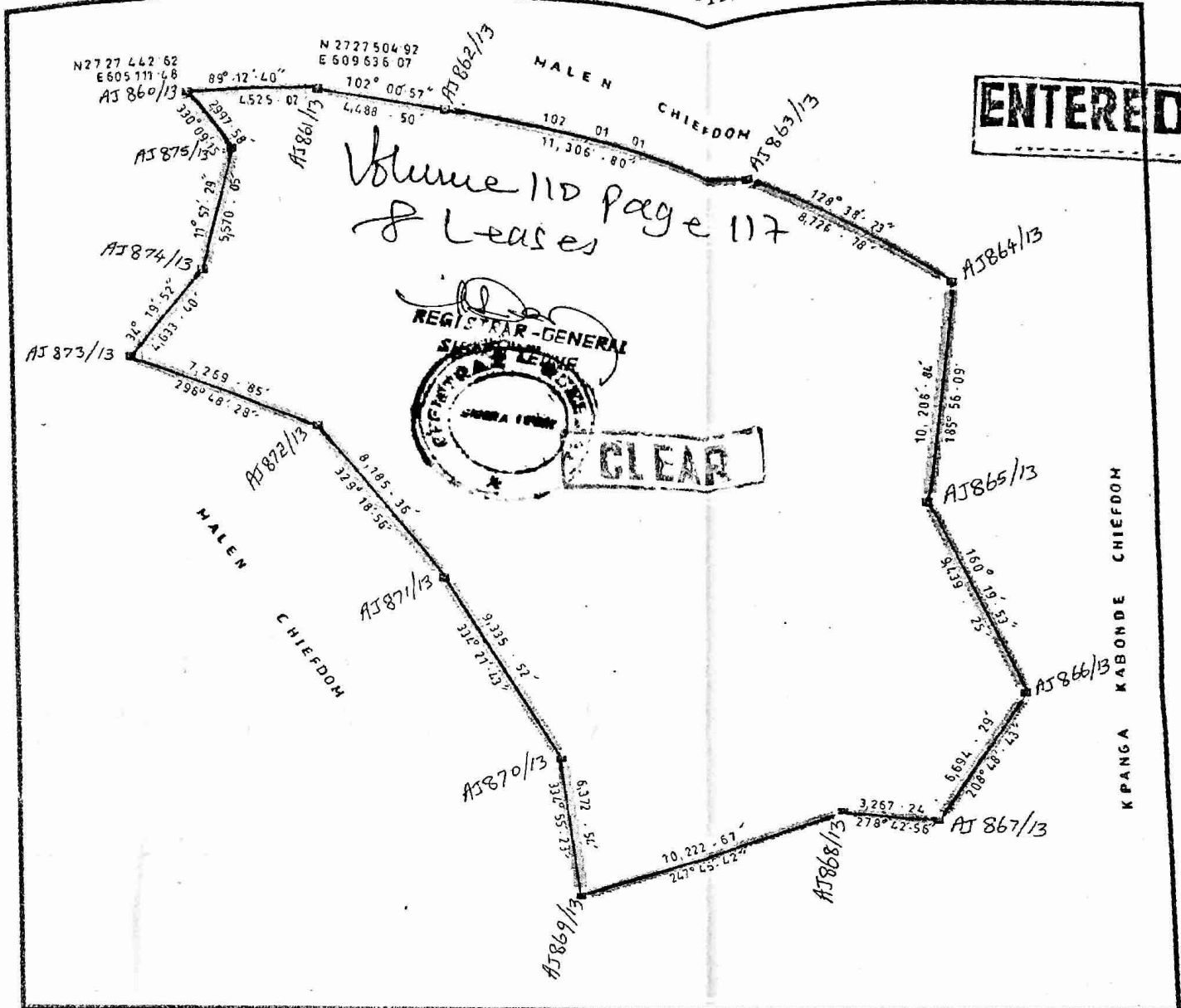
3. BELOW IS A SUMMARY OF HIS/HER/ITS TAX POSITION FOR THREE YEARS

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 **30 November 2013**

FOR COMMISSIONER GENERAL
[Signature]

PERCEL OF LAND LEASED BY THE GOVERNMENT OF SIERRA LEONE (THROUGH THE MINISTRY OF AGRICULTURE, FORESTRY AND FOOD SECURITY), TO SOCFIN AGRICULTURAL COMPANY (SIERRA LEONE) LIMITED.
 SITUATED AT MALEN CHIEFDOM,
 PUJEHUN DISTRICT.
 AREA=15,491.4860 Acres (6,269.3185 Hectares).



ENTERED

Volume 110 Page 117
 & Leases

REGISTRAR-GENERAL
 SIERRA LEONE
 CLEAR

199 / 13

SCALE: 1.5mi (MAPSOURCE SKETCH).

BASED ON GPS SURVEY (IMPERIAL)

THIS PLAN IS SIGNED HAVING
 SATISFIED SECTION 15 OF SURVEY
 ORDINANCE 1961 AS AMENDED

DIRECTOR OF SURVEYS AND LAND
 4th AUGUST, 2013

BLS199/13

CERTIFIED TRUE COPY OF BLS 199

Joseph S. Williams
 LICENSED SURVEYOR

29th July 2013

212 / 0426975 / 2013

THIS INSTRUMENT WAS DELIVERED TO

BY Amadu U. Fofanah

OF 47 will street freetown

AT 12:57 after NOON

THIS 6th DAY OF NOV 13

[Signature]

REGISTRAR GENERAL
SIPRA LSONE



THIS INSTRUMENT IS REGISTERED AS NO 212

AT PAGE 117 IN VOLUME 110

BOOK OF Leases

THE OFFICE OF THE REGISTRAR GENERAL FREETOWN

[Signature]

REGISTRAR GENERAL



DATED THIS 6th DAY OF November 2013

212/2013

BETWEEN :

**THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE
REPRESENTED BY DR. JOSEPH SAM SESAY
(MINISTER OF AGRICULTURE, FORESTRY AND FOOD SECURITY)
(AS SUB-LESSOR)**

AND

**SOCFIN AGRICULTURAL COMPANY (SL) LIMITED
(AS SUB-LESSEE)**

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**LEASE OF THE LAND AND HEREDITAMENTS SITUATE LYING AND BEING AT
MALEN CHIEFDOM, PUJEHUN DISTRICT
IN THE SOUTHERN PROVINCE OF THE REPUBLIC OF SIERRA LEONE**

Administrator Registrar	
AMOUNT L...	1,098,287.08
PROCES...	07/11/2013
DATE	07/11/2013
RECEIPT No.	0426985

Administrator Registrar	
AMOUNT L...	30,000
PROCES...	07/11/2013
DATE	07/11/2013
RECEIPT No.	0426975

[Signature]
**LAHAM. FARMAN ESQ.
PRINCIPAL STATE COUNSEL
LAW OFFICERS' DEPARTMENT
GUMA BUILDING, LAMINA STREET
FREETOWN
SOLICITOR/CONVEYANCER ETC**

