HIS 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 SUBLESSOR" 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, Guozi 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 Province of Sierra Leone, who are hereinafter referred to as "the Landholders" for the full and complete sub-letting of its interests, entitlements, rights and obligations in the Principal Lease to the Sub-Lessee from any encumbrance or restraint from the Principal Lessors

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 encumbrance 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;

3. 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;

3.1. 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 HEREBEFORE REFERRED TO:

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

STARTING FROM:

<table>
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<tr>
<th>START BEACON</th>
<th>BEARING</th>
<th>DISTANCE</th>
<th>END BEACON</th>
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<td>2,997.58'</td>
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</table>

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 theirs 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:**

[Signature]

**In the Presence of:**

**NAME:**  
ADIKAL SAMURA

**ADDRESS:**  
MINISTRY OF AGRICULTURE, FORESTRY AND FOOD SECURITY  
1ST FLOOR, YAZAKI BUILDING, FREETOWN, SIERRA LEONE

**OCCUPATION:**  
CIVIL SERVANT

**SIGNATURE:**  
[Signature]

**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):**

[Signature]  
(company's seal/stamp)
In the Presence of:

NAME: Amadu U. Tofanah
ADDRESS: 47 Will Street
SIGNATURE: Amadu U. Tofanah

(SECRETARY FOR SOCFIN AGRICULTURAL COMPANY (SL) LIMITED)
NATIONAL REVENUE AUTHORITY
TAX CLEARANCE CERTIFICATE

1. NAME/ADDRESS: Sorfin Agricultural Co. Ltd
   At Aberdeen Beach Road, Gumo Estate
   Aberdeen, Freetown

2. SOURCES OF INCOME:

3. YEAR OF ASSESSMENT: 2013
   FILE No.: 17343

4. has applied to me for tax clearance certificate for the following purpose:
   Lease of land at herediments situate in
   the land of Moore at Maken Chiefdom, Pujehun
   District, the Southern Province of the Republic

5. I confirm from the information available that:
   a) has paid his/her/its 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

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<th>CHARGEABLE INCOME</th>
<th>TAX CHARGED</th>
<th>TAX PAID</th>
<th>TAX OUTSTANDING</th>
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4. I therefore issue this certificate which is valid up to 30 November 2016.

[Signature] 
FOR COMMISSIONER, GENERAL
ZONE B

PERCEL OF LAND LEASED BY THE GOVERNMENT OF SIERRA LEONE (THROUGH THE MINISTRY OF AGRICULTURE, FORESTRY AND FOOD SECURITY), TO SOCOFIN AGRICULTURAL COMPANY (SIERRA LEONE) LIMITED.

SITUATED AT MALEN CHIEFDOM,
PUJEHUN DISTRICT.

AREA = 15,491.4860 Acres (6,269.3185 Hectares).

SCALE: 1.5mi (MAPSOURCE SKETCH).

BASED ON GPS SURVEY (IMPERIAL)

CERTIFIED TRUE COPY OF BLS198
LICENSED SURVEYOR
29TH JULY 2013

DIRECTOR OF SURVEYS AND LAND
4TH AUGUST, 2013

RC5199/13
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)

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

[Signatures and stamp]

LAHAL M. FARMAH ESQ.
PRINCIPAL STATE COUNSEL
LAW OFFICERS' DEPARTMENT
GUMA BUILDING, LAMINA STREET
FREETOWN
SOLICITOR/CONVEYANCER ET AL.