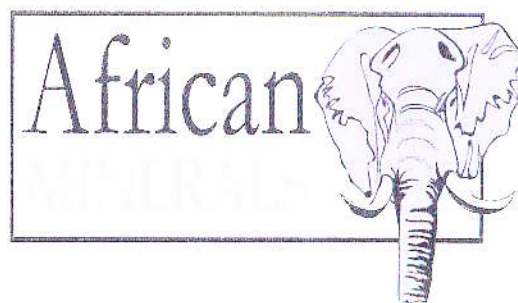


GOVERNMENT OF SIERRA LEONE



AFRICAN RAILWAY AND PORT  
SERVICES (SL) LTD

# LEASE AGREEMENT

BETWEEN

GOVERNMENT OF SIERRA LEONE

AND

AFRICAN RAILWAY AND PORT  
SERVICES (SL) LIMITED



THIS LEASE AGREEMENT made the <sup>BTC</sup> day of <sup>ADOV</sup> 2008 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE (hereinafter referred to as "THE LESSOR" which expression shall where the context so admits include its successors in title and assigns) of the one part AND AFRICAN RAILWAY AND PORT SERVICES (SL) LIMITED, a Private Limited Liability Company incorporated under the Companies Act, Cap 249 of the Laws of Sierra Leone and having its registered office at 154 Wilkinson Road, Freetown in the Western Area of the Republic of Sierra Leone (hereinafter referred to as "THE LESSEE" which expression shall where the context so admits include its successors in title and assigns) of the other part.

WITNESSETH AS FOLLOWS:

In consideration of the rent hereinafter reserved and of the conditions and covenants on the part of the LESSEE to be observed and performed, the LESSOR hereby demises unto the LESSEE for the purpose of constructing, developing, managing, operating and maintaining, by way of exclusive right and also through sub-contractors, the railway from Marampa to Tonkolili ("the Railway") and the port transhipment and loading facilities and land upon which the facilities are situated at the Port at Pepel ("the Port"), in the Port Loko District in the Northern Province of the Republic of Sierra Leone, described in Schedule 1 more particularly delineated in the survey plan attached hereto (hereinafter referred to as the DEMISED PROPERTIES) TO HOLD unto the LESSEE for a TERM of 99 years CERTAIN or for duration of the economic life of the Marampa and Tonkolili mines, whichever precedes the other, YIELDING and paying therefore during the said Term a yearly rent of \$ 250, 000 (Two Hundred and Fifty Thousand United States Dollars) in advance and in the manner specified in this Lease Agreement, including interest on any rent and any other sums due under the terms of this Lease Agreement which are not paid within 10 Working Days after the date on which payment is due.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- (a) TO PAY the rent reserved on the date and in the manner specified in this Lease Agreement;
- (b) TO PAY all electricity, telephone, water and all other charges for utilities supplied to the Demised Property during the Term, including any connection charges, standing charges and meter rents;
- (c) TO PAY such taxes as may be legally required during the Term of the Lease;
- (d) TO PAY INTEREST on any rent and any other sums due under the terms of this Lease Agreement which have not been paid within 10 Working Days after the date when payment is due and the Lessee hereby indemnifies the Lessor against all outgoings payable in respect of the Demised Property;



(e) TO REPAIR and keep the Demised Property including (without limitation) all ports, jetties, wharfs, waterways, roads, buildings, structures, plants, factories, fencing, gates, and other installations from time to time constructed upon the Demised Property in tenantable repair PROVIDED THAT the Lessee shall not be responsible for any pre-existing contamination or other damage affecting the Demised Property in existence prior to the date of this Lease Agreement;

(f) TO MAKE ALTERATIONS to buildings or structures on the Demised Property PROVIDED THAT if it creates any new building or structure on the Demised Property it shall obtain prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed;

(g) DELIVER AND HAND OVER AT THE END OF THE TERM all keys or other means of access to the Property to the Lessor and yield up the Property to the Lessor with vacant possession in a state of repair and condition and in all other respects and for the avoidance of doubt, the Lessee shall not be obliged to reinstate the Lessee's buildings and or any other structures on the Demised Property;

(h) NOT TO ASSIGN OR TRANSFER the whole or part of the Demised Property without the Lessor's written consent such consent not to be unreasonably withheld or delayed;

(i) TO MORTGAGE OR CHARGE the whole or any part of the Demised Property without the need to obtain the Lessor's consent provided that it serves notice of the charge upon the Lessor within 20 Working Days of executing the instrument under which the Demised Property is charged;

(j) TO SUBLET the whole or part of the Demised Property on condition that it supplies details of any such sub-lease to the Lessor upon written request, no more frequently than once a year PROVIDED THAT this clause shall not prohibit or in any way restrict the Lessee's right to appoint an operator or operators of the Port or Railway upon giving notice of such appointment to the Lessor within 20 Working Days of such appointment;

(k) TO SHARE OCCUPATION of the Demised Property with a sub-lessee or company in the same Group as the Lessee or sub-lessee, as the case may be, provided that -

(i) no tenancy is created;

(ii) the Lessor receives within 15 Working Days, Notice of such sharing stating: the identity of the company sharing, type of business or occupation and the address of its registered office;

(iii) any rent or other payment received by the Lessor from the company in the same Group shall be deemed to have been paid as an agent for the Lessee or sub-lessee as the case may be;

(iv) the right of a company in the same Group as the Lessee or Sub-lessee, as the case may be, to share occupation of the Demised Property with

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the Lessee under this Clause shall terminate on the company and the Lessee or Sub-lessee, as the case may be, ceasing to be in the same Group and of which the Lessee shall notify the Lessor without delay;

- (l) TO COMPLY WITH ALL LAWS applicable to Demised Property relating to its occupation, use and duty of care to and employment of persons and the Lessee hereby undertakes to promptly give Notice to the Lessor of any damage to or defect in the Demised Property which might give rise to any obligation, duty of care or liability or which is capable of adversely affecting the Lessor's interest;
- (m) TO UNDERTAKE AT ITS OWN EXPENSE -
  - (i) feasibility studies and preparation of a detailed, costed plan of work programmes on the port and railway to be undertaken by the Lessee under this Lease Agreement (including an estimated time for completion), for ratification by the Lessor, not later than 30<sup>th</sup> June, 2009;
  - (ii) submit to the Lessor a detailed specification of the work programmes to be undertaken by the Lessee under this Lease Agreement, for ratification by the Lessor, within six months of the later of the ratification of the results of the feasibility studies; and
  - (iii) commence to, and diligently undertake the said works programmes, in a good and workmanlike manner in accordance with all statutory requirements and in accordance with the detailed specification approved by the Lessor, within six months of the Lessor's ratification thereof.
- (n) TO USE THE INTERNATIONAL STANDARD GAUGE for the construction of the railway under this Lease Agreement, the technical specifications of which shall be approved in writing by the Lessor before the commencement of the construction of the said railway provided however, that if the Lessor neglects or fails to give approval or notify the Lessee of its disapproval of the technical specifications within 14 Working Days of receipt of the same the Lessee shall be at liberty to proceed, the approval of the Lessor having been deemed to have been given by default.
- (o) TO INSURE the Demised Property and keep it insured against damage or destruction, to use its reasonable endeavours to procure insurance cover for the Lessor's interests on the policy in an amount equal to the full cost of rebuilding and reinstating the Demised Property including architects' surveyors' engineers' solicitors' and all other professional fees, planning permission fees or other permits or consents that may be required in relation to rebuilding or reinstating the Demised Property, the cost of preparation of the site including shoring-up debris, removal, demolition, site clearance and any works that may be required by statute and incidental expenses, provided such insurance can be obtained by the Lessee in the UK insurance market at rates commercially acceptable to the Lessee.


- (p) TO PROVIDE A PERFORMANCE GUARANTEE on the following conditions -

(i) The Lessee shall within thirty (30) Working Days of execution of this Lease Agreement, pay the sum of USD 3 million into a specially designated account to be jointly operated by the Parties as Performance Guarantee.

(ii) The relevant amount of the Performance Guarantee together with the interest accruing thereon shall be repaid to the Lessee upon it meeting the relevant milestones as contained in Schedule 2 to this Lease Agreement.

(iii) If the Lessee fails to meet the agreed upon milestone as abovementioned and continues so to fail within six months after notice in writing given by the Lessor of its failure to do so, the Lessee shall forfeit the relevant proportion of the Performance Guarantee to the Lessor.

**THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- (q) TO GRANT QUIET ENJOYMENT of the Demised Property to the Lessee throughout the term herein created without any interference by the Lessor or any person claiming under or in trust for the Lessor, provided that the Lessee complies with its Covenants under this Lease Agreement;
- (r) TO GRANT SUCH ASSISTANCE as may reasonably enable the Lessee to fulfil its obligations set out in this Lease Agreement in the best and most efficient manner including but not limited to giving full disclosure of all plans, maps, information and advice relating to the Demised Property and to permit the Lessee to obtain copies of all such information for its own use and to grant any and all permits and permissions of whatsoever nature necessary for the importation into Sierra Leone of all machinery equipment and supplies necessary for conducting the operations contemplated by this Lease Agreement;
- (s) TO INDEMNIFY THE LESSEE for claims arising during the Term of this Lease Agreement including but not limited to any claims to occupy use or other enjoy any rights over the Demised Property made by owners or occupiers, including Chiefdom Counsellors in respect of the Demised Property;
- (t) TO PERMIT THE LESSEE EXCLUSIVE USE AND CONTROL of the Demised Property to carry out the Permitted Use, including the use of the Demised Property for commercial operations PROVIDED that the Lessee shall grant of access to the Facilities by third parties on terms commercially acceptable to the Lessee and adhere to the Regulations governing the use of the port specified in Schedule 3
- (u) TO GRANT SUCH RIGHTS AND EASEMENTS to the Lessee as specified in the Schedule 4.
- 



IT IS EXPRESSLY AGREED as follows:

1. Whenever during the Term the Demised Property or any part thereof is damaged or destroyed, the Lessee shall, within two years of the date of such damage or destruction, Notify the Lessor of it's intention -

- (a) NOT TO REBUILD OR REINSTATE the Demised Property or any part thereof, whereupon the Lessor or the Lessee may opt to determine this Lease Agreement at any time thereafter by serving written Notice to that effect on the other party and the Terms of this Lease Agreement shall determine absolutely; or

- (b) TO REBUILD OR REINSTATE the Demised Property or any part thereof, whereupon, Lessee shall:

- (i) promptly apply for all necessary permits, permissions and consents necessary to allow rebuilding or reinstatement of the Demised Property;

- (ii) as soon as reasonably practicable after all the necessary permissions permits and consents have been obtained rebuild or reinstate the Demised Property accordingly.

2. That in the event that-

- (a) the Rent having been formally demanded in writing remains unpaid for 28 Working Days after becoming payable; or

- (b) there is a material and persistent breach of any of the Lessee's Covenants, details of which have been notified to the Lessee and to the Lessees mortgagee as the case may be in writing and the Lessee has not sought to remedy the breach within a reasonable time frame thereafter (being not less than 28 Working Days),

then the Lessor may-

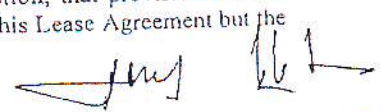
- (a) at any time thereafter re-enter the Demised Property or any part thereof in the name of the whole and thereupon the Term shall end but without prejudice to any rights or remedies of any Party in respect of any antecedent breach of any of the obligations contained in this Lease Agreement; or

- (b) suspend any rights granted to the Lessee under this Lease Agreement until such time as the Lessee has had a reasonable period to remedy the breach.

3. Any dispute arising between the Lessee and occupiers of any Neighbouring Property belonging to the Lessor as to any easement, quasi-easement, right, privilege or conduits used in connection with the Demised Property or such Neighbouring Property shall be determined in accordance with the provision of clause 8.

4. The Perpetuity Period applies to this Lease Agreement and if any Party is granted a future interest by this Lease that interest will be void for remoteness if it does not vest within that period.

5. If any provision of this Lease Agreement is held to be illegal, void, invalid or unenforceable (in whole or in part) by any court or administrative body of competent jurisdiction, that provision shall to that extent be deemed not to form part of this Lease Agreement but the

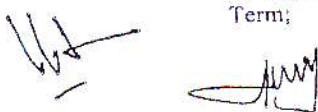


enforceability of the remainder of this Lease Agreement shall not be affected.

6. Where the expression Lessee includes more than one person service on any one of them shall be deemed to be service on all of them;
7. Any Notice shall be correctly served if it is sent by courier, addressed to the Lessor or to the Lessee, as the case may be, at its nominated address for service in Sierra Leone or such other address as shall be Notified to the other party in writing and any Notice sent shall on proof of posting be deemed to have been received and any demand or Notice sent by courier shall be treated conclusively as having been made, given or served on the fifth Working Day after the day of posting.
8. Any dispute relating to the land the subject of this Lease Agreement (including any boundary dispute arising from this Lease Agreement) shall be governed by and construed in accordance with the laws of Sierra Leone.
9. Any dispute arising out of or in connection with this Lease Agreement (including any question regarding its existence, validity or termination), and every document, deed or agreement relating to its subject matter shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules in force at the date of this Lease Agreement which rules are deemed to be incorporated by reference into this clause.
10. The number of Arbitrators shall be three. Each party will appoint one Arbitrator with the two so appointed nominating the Chairman of the Tribunal.
11. The expiry or termination of this Lease Agreement at any time for any reason shall be without prejudice to any rights or liabilities of the Parties accrued at the end of the Term.
12. Both Parties undertake to act in good faith in respect of their obligations contained in this Lease Agreement and to do everything within their power to give effect to the terms of this Lease Agreement.
13. Upon the Lessee serving Notice of its wish to obtain further land for the benefit of its operations the Lessor shall use its best efforts to secure additional land (Option Land) and grant a lease in identical terms to this Lease of the whole or any part of the Option Land such lease to be granted within a reasonable time of service of the Notice upon the Lessor by the Lessee and further, the Lessor shall at the request of the Lessee make available additional land and at a suitable location with capacity to accommodate a 500 mega watt power plant and pellitization plant.

It is further hereby agreed and declared that:

- 14.1 The Lessee shall have the right to renew this Lease Agreement in by giving Notice to the Lessor (the New Lease Agreement);
- 14.2 The right to renew this Lease Agreement may be exercised at any time during the last twenty one years of the Term and shall be effective if this Lease Agreement shall expire by effluxion of time and shall not have been determined for any reason before the expiration of the Term;
- 14.3 The New Lease Agreement (it if shall be granted) shall be for a term of 45 years immediately following upon the date of the expiration of the Term;





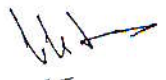
- 14.4 The New Lease Agreement shall otherwise be in the same form and contain the same covenants conditions provisions stipulations rights reservations and other matters as are contained in this Lease Agreement;
- 14.5 The New Lease Agreement shall contain a right of renewal in the same terms as this clause (the Second New Lease Agreement) save that clause 14.5 hereof shall not apply to the Second New Lease Agreement to the intent that there shall be no further right of renewal on the expiration of such term of twenty-one years of the Second New Lease Agreement (if it should be granted) and clause 14.4 shall be modified so that there shall be added in that clause the following words "... and save that the provisions of this clause 14 shall be entirely omitted"
- 15.1 If any provision of this Lease Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Lease Agreement, and the validity and enforceability of the other provisions of this Lease Agreement shall not be affected.
- 15.2 If a provision of this Lease Agreement (or part of any provision) is found illegal, invalid or unenforceable the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 15.3 Either Party may break this Lease Agreement at any time during the Term in the event of a Force Majeure event occurring. For the purpose of this clause a Force Majeure event is any event which is not an insured risk including but not limited to Acts of Terrorism and any other uninsured risks affecting the Demised Property. In the event of a Force Majeure event occurring either party may determine this Lease upon giving not less than 3 month's notice to the other PROVIDED THAT in the event the Lessor serves Notice under this clause the Lessee has the right to serve a counter notice upon the Lessor waiving the Lessor's break Notice whereupon this Lease shall continue with full force and effect
16. With the intent of regulating the conduct of the Port the Lessor grants the Lessee the rights and easements set out in Schedule 4.
17. The Lessee shall issue to the Lessor ordinary shares in African Railway and Port Services (SL) Limited, equivalent to not less than 10% of the Lessee's ordinary share capital in African Railway and Port Services (SL) Limited.

## SCHEDULES

### SCHEDULE 1 - DESCRIPTION OF PORT AND RAILWAY FACILITIES

#### A. Part 1 - Description of Port and Port facilities

1. Power station
2. Unloading station
3. "New" stockyard
4. "Old" stockyard





5. Conveyors leading to the stockyards
6. Scraper buckets
7. Bucket wheel reclaimer
8. Repair shop and equipment
9. Track maintenance equipment
10. Water works, water treatment and reticulation facilities
11. Sewage reticulation facilities and infrastructure
12. Communications facilities and infrastructure
13. Boreholes and wells
14. Service vessels and barges
15. All conveyor belting, structures supporting conveyors and conveyor belting, bearings, rollers, gearboxes and other drive mechanisms integral to or necessary for the operation of such conveyor belting or conveyors
16. Outward conveyor
17. Quay
18. Outward conveyor belt leading to the quay
19. Ship loaders
20. Mooring capstans
21. Fuel storage facilities and pipelines
22. All buildings, temporary and permanent structures and leisure facilities within the Port of Pepei
23. All spare parts, accessories and materials on-site which can be used to repair or maintain the above items

**B. Part 2 – Description of railway and railway facilities**

1. All railway tracks, sleepers, pandol clips and any other retaining pins and devices by means of which the sleepers are fastened to the railway track
2. All ballasts
3. All embankments and other earthworks and structures supporting the railway tracks
4. All points
5. All switchyards and marshalling yards
6. All buildings and other facilities situated in such switchyards and marshalling yards
7. All bridges over which the railway tracks run
8. The whole of the reserve around the railway track and embankments on which the railway is or may be situated







9. All access roads and paths adjacent to the railway tracks and embankments on which the railway tracks are situated, the use of which is necessary for the performance of maintenance on railway tracks
10. Track maintenance equipment situated anywhere along railway tracks or in switchyards or marshalling yards or buildings in such switchyards or marshalling yards
11. All signalling equipment situated along railway tracks and in switchyards and marshalling yards
12. All spare parts, accessories and materials on-site which can be used to repair or refurbish the above items

#### SCHEDULE 2- PERFORMANCE GUARANTEE MILESTONES

##### Performance Guarantee Milestones:



1. US\$1M repaid upon completion of engineering studies
2. US\$1M repaid upon commencement of demolition of existing Railway
3. US\$1M repaid upon commencement of construction of new Railway

#### SCHEDULE 3 - REGULATIONS GOVERNING THE USE OF PORT

1. The Officer appointed by the Lessee shall subject to any limitation which may be imposed by the provisions of the Control of Navigation in Inland and Coastal Waters Act 1964 (as amended) [any other statutory provisions] ("the Waterways Act") shall be deemed to be the Waterway Officer for the purposes of that Act and shall have full power to direct and regulate the locality, position and method of anchoring and moving of vessels within the Port and to vary or add to any such directions given by him
2. Whenever any light, buoy, beacon or other sign or mark is exhibited or positioned in or near a waterway at such place or in such manner as to be likely to be mistaken for a navigation mark, the Waterway Officer, with or by servants, workmen and other assistants, may remove such light, buoy, beacon or other sign or mark and for such purpose may enter upon any land doing no unnecessary damage and all expenses incurred by such Officer under this section may be recovered by him from the owner of, or the person responsible for exhibiting or positioning such light, buoy, beacon, sign or mark
3. If any vessel shall sink in the Port the master, agent or owner thereof shall forthwith report such sinking to the Waterway Officer
4. If any vessel shall sink or be stranded or abandoned in the Port the Waterway Officer may serve a notice in writing upon the master, agent or owner of the vessel requiring him to remove or destroy the same to the satisfaction of the Waterway Officer within a period of thirty days or within such further time as he may allow

In default of the removal or destruction of the vessel within the said thirty days or such further time as aforesaid, the Waterway Officer may remove or destroy the whole or any part of such sunken, stranded or abandoned vessel

Until such sunken, stranded or abandoned vessel shall be moved or destroyed, the Waterway Officer may light or buoy any such vessel or part thereof



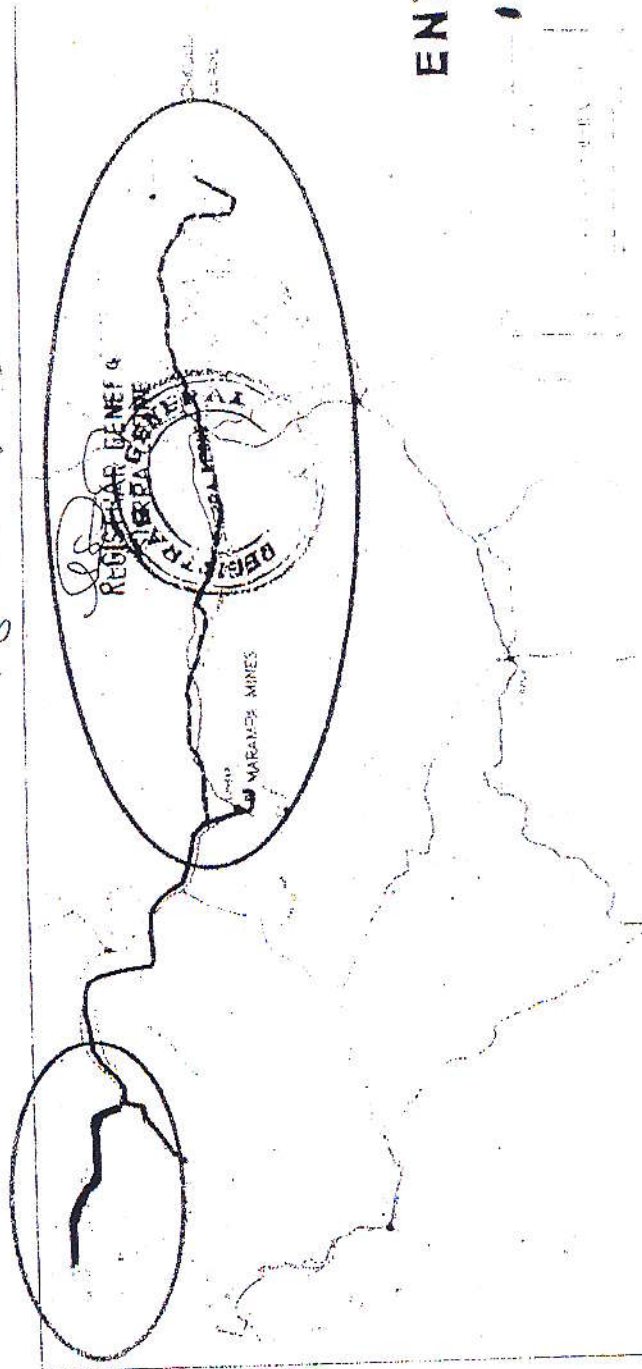
10. Track maintenance equipment situated anywhere along railway tracks or in switchyards or marshalling yards or buildings in such switchyards or marshalling yards

11. All signalling equipment situated along railway tracks and in switchyards and marshalling yards

# **SURVEY PLAN**

## **RAILWAY LINK TO NEW PORT AND TONKOLILI MINING AREA**

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### **Legend**

- 12Km Standard Gauge Rail Extension from Pepel to Lungi New Port
- 70Km Old Railway from Pepel to Marampa to be Reconstructed to Standard Gauge
- 120Km Standard Gauge Rail extension from Marampa to Tonkolili Proposed Mining Area
- Lungi New Port Facility

**ENTERED**

**01 NOV 2008**

THIS PLAN IS SIGNED HAVING  
SATISFIED SECTION 15 SURVEY  
ACT  
DIRECTOR OF SURVEYS & LANDS  
7TH NOVEMBER 2008

**MLS 217/08**



5. Where any vessel is laid up or neglected and unfit for service or otherwise derelict within the Port the Waterway Officer may order the removal of such vessel to such place as he may think fit within such period as he may specify in the order
6. All expenses incurred by the Waterway Officer in carrying out the provisions of Sections 7 and 8 of the Waterways Act shall in the first instance be borne by the Government and shall be repaid to the Government by the owner of the sunken, stranded, abandoned or derelict vessel and in case of non-payment of such expenses on demand the Waterway Officer may sell by public auction any such vessel and out of the proceeds of the sale pay the expenses incurred, rendering the surplus, if any, to such owner on demand and any deficiency may be recovered from such owner PROVIDED THAT the Waterway Office may without any such sale at once take proceedings for the recovery of such expenses
7. Where under the provisions of the Waterways Act a vessel is authorised to be sold by public auction, 14 days prior notice of such sale shall be published in the Gazette
8. The Waterway Officer may in respect of the Port, make rules:
  - (a) for prescribing the place at which vessels or particular classes of vessels or vessels carrying any particular class of cargo may moor or anchor and the method of mooring or anchoring;
  - (b) for the regulation of lights to be carried and exhibited and the steering and sailing rules to be observed by vessels and generally for the prevention of collisions;
  - (c) for prescribing the duties of masters of vessels carrying explosives or other dangerous cargo;
  - (d) for the licensing, supervision and regulation of boats and boatmen plying for hire, for securing the orderly conduct of such boatmen and the safety of passengers and goods conveyed by such boats for prescribing the maximum charges of such boatmen and their obligations and for authorising the arrest without warrant of any such boatman for any contravention of any such rule;
  - (e) for the licensing, registration, supervision and regulation of ships not exceeding fifteen tonnes burden used or intended to be used for the carriage of passengers or goods in any waterway or part thereof for the safety of passengers and goods so conveyed and for authorising the detention of any such ships and the arrest without warrant of any person for any contravention of any such rule;
  - (f) prescribing the fees to be charged for any licences or badges required by any rule and the allocation of such fees;
  - (g) regulating the approach or the making fast of any vessel to any other vessel or wharf;
  - (h) for securing the proper charge and control of vessels;
  - (i) for prohibiting the casting overboard of any ballast, rubbish, animal or vegetable matter or any other substance or thing;
  - (j) for securing the notification of the parting or slipping of any anchor, chain or cable and the recovery or removal thereof and prescribing the precautions to be taken in the interest of navigation pending such recovery or removal;



- (k) for prohibiting or regulating the maintenance or laying down of private buoys or moorings the erection of fishing stakes and the maintenance of hulks and with regard to removal of buoys, moorings, stakes and hulks maintained laid down or erected in contravention of any rule;
- (l) for preventing the obstruction of vessels by other vessels and the interference with navigation by fishing nets or fishing tackle;
- (m) for prohibiting or regulating the firing of guns from vessels and for regulating the use of steam whistles or other sound signals on vessels;
- (n) authorising the seizure and sale of any hulk, boat, any vessel used or intended to be used for the carriage of passengers or goods between any places in any waterways, any fishing net, fishing tackle or other thing in respect of which there has been a contravention of any rule;
- (o) for the prevention and the control of outbreaks of fire on vessels;
- (p) for the prevention of trespassing on Government look-out and signal stations and Government installations for the slipping and repair of vessels;
- (q) for declaring any part of any waterway to be a landing area for aircraft and regulating the traffic of vessels therein;
- (r) prescribing the fees to be charged for any services rendered by or on behalf of a Waterway Officer including the laying, maintenance and removal of buoys, the provision and maintenance of moorings, the slipping and repair of vessels and any services performed with tugs or launches, the manner and place of payment of any such fees and the allocation thereof and the conditions under which any such services may be rendered;
- (s) for the management and control of any installation or equipment for which a Waterway Officer is responsible;
- (t) exempting any ship or class of ships either wholly or partly from the payment of fees payable under any rule made under this schedule subject to such conditions as he may think fit;
- (u) providing for the installation, maintenance, securing, marking and approval of navigation marks; and
- (v) generally for the further and better carrying out of the purposes of the Lessees business under the terms of this Lease Agreement.

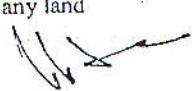
#### **SCHEDULE 4 - RIGHTS AND EASEMENTS**

##### **1. Access**

The right in common with all others having similar rights from time to time (but the person exercising such right causing as little damage and disturbance as possible to Neighbouring Property and its owners and occupiers and making good at its own expense and as quickly as possible any damage caused in the exercise of such right)

##### **2. Appropriation**

The right to enter, with all necessary workman and servants at all times, upon and set out and appropriate either for permanent or temporary use, any land





required for or in connection with the construction, establishment, maintenance and use of the Demised Property or in connection with the construction establishment and maintenance and use of the Port or Railway including any temporary works in connection therewith upon the Lessee complying with the following requirements:

- (i) where the Lessee seeks to appropriate any such lands he shall cause such lands to be marked out and to be posted on some conspicuous part thereof signs indicating the boundaries;
- (ii) all such lands where so set out appropriated and taken shall unless a shorter title is required and taken, shall be vested in the Lessee for a term not exceeding the Term of this Lease Agreement, free from all other respects liens rights charges and encumbrances whatsoever; and
- (iii) no such lands shall be appropriated without the prior approval of the Lessor such approval not to be unreasonably withheld or delayed

### 3. Easements for Utilities

Where any lesser rights, referred to in paragraph 4, over any land are required by the Lessee in order to comply with its obligations under this Lease Agreement in order to obtain any rights for services access or otherwise it shall follow the procedures set out in this Lease Agreement for providing utilities

### 4. Miscellaneous Rights

4.1 To use water from any natural water course and to dig, widen, dredge, deepen channels in any rivers, streams or water courses as may be necessary to permit or facilitate access to the Demised Property and where necessary to divert streams or water courses either temporarily or permanently for the purpose of performing its obligations under this Lease Agreement PROVIDED THAT if its operations, including the exercise of any rights incidental thereto as herein contemplated shall be deemed by the Lessor to be likely to pollute or destroy the normal supply of water to any community the Lessee shall provide alternative adequate water supply to be approved by the Lessor such approval not to be unreasonably withheld or delayed

4.2 The right to dig, widen or divert any roadway, pavement or other access way to and from the Demised Property for the purposes of obtaining access to the Demised Property including the right to construct and operate any roads, buildings, plants, structures, pipelines, communication systems, electric power or other similar accessory works and installations which are necessary or useful in carrying out its operations under this Lease Agreement SUBJECT TO the approval of the Lessor such approval not to be unreasonably withheld or delayed and SUBJECT ALSO TO such reasonable requirements and conditions, if any, as may be imposed by the Lessor as a condition of granting any such approval.

4.3 All such rights as exist as herein inherent in this Lease and without the necessity of obtaining hereafter special permits for the exercise thereof other than the approvals referred to above

IN WITNESS WHEREOF the Parties hath hereunto affixed their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED by the LESSOR

ALHAJI ABUBAKARR JALLOH

Minister of Mineral Resources

For and on behalf of:

The Government of the Republic of Sierra Leone




In presence of:

Name: Minkailu Mansaray

Address: 24 A Nelson Lane, Tengeh Town

Occupation: Minister of Employment + Social Security

Signature: 

SIGNED SEALED and DELIVERED by the LESSEE

FRANK VASILE TIMIS

Director,

African Railway and Port Services (SL) Limited.

For and on behalf of:


African Railway and Port Services (SL) Limited.

In the presence of

Name: MUSA AIE BAWURA

Address: 192 MUEBARE DRIVE OFF ROBERT ROBINSON

Occupation: LOGISTICS & PROCUREMENT MANAGER

Signature:  AFRICAN MATERIALS





Administrators Registry General  
 MOUNT Lb. 200,000 CENTS  
 PROCESS or above  
 DATE 07/11/08  
 RECEIPT No. 0306257  
 REGISTRY GENERAL  
 SIERRA LEONE

DATED THE 6th DAY OF November 2008  
 BETWEEN 184/2008

THE GOVERNMENT OF SIERRA LEONE  
 (LESSOR)

AND

AFRICAN RAILWAY AND PORT SERVICES LIMITED.

(LESSEE)

Amount 45,000  
 Amount or above  
 DATE 07/11/08  
 RECEIPT No. 0306257  
 REGISTRY GENERAL  
 SIERRA LEONE

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LEASE AGREEMENT OF DEMISED PROPERTY SITUATED IN  
 THE PORT LOKO DISTRICT AND THE TONKOLILI DISTRICT  
 RESPECTIVELY, IN THE NORTHERN PROVINCE OF THE  
 REPUBLIC OF SIERRA LEONE

184/0306257/2008  
 THIS INSTRUMENT WAS PROVED/ACKNOWLEDGED BY  
 THE TESTIMONY OF Mamuka Man-Sarav WITHIN NAMED TO BE THE  
 ACT AND DEED OF the Govt of  
SL BEFORE ME THIS 7th DAY  
 OF Nov 2008 AT 11 O'CLOCK  
 IN THE after NOON  
 Registrar General  
 SIERRA LEONE



LAW OFFICERS' DEPARTMENT  
 GUMA BUILDING  
 LAMINA SANKO  
 FREETOWN.



THIS INSTRUMENT IS REGISTERED AT 184  
 AT PAGE 62 IN VOLUME 102 IN  
 BOOK OF Leases  
 THE OFFICE OF THE REGISTRAR GENERAL FREETOWN

[Signature]

REGISTRAR GENERAL

