
CROP SHARE AND FARMING SERVICES AGREEMENT

This Crop Share and Farming Service Agreement dated the ____ day of _____, 20__ is made between

CROP ESTATES GHANA LTD, a company registered and operating under the relevant laws of the Republic of Ghana with address at 32nd Street Mempeasem, East Legon-Accra, Ghana (Hereinafter, also referred to as the company)

AND

Of

(Hereinafter, also referred to as the Partner)

1.0 PREAMBLE

- 1.1. The Company is an Agri-business Service provider.
- 1.2. The Partner is interested in the Agri-business Service product of the company, as detailed in Appendix B.
- 1.3. Both parties have agreed to enter into an agreement for the purpose of carrying together the business of farming and all necessary and incidental activity(ies) connected with this purpose.
- 1.4. The Company covenants with the Partner to grant the Partner a joint sublease over the parcel of land on which the farm would be made, for the agreed period of the service and shall be renewable in accordance with any renewal of this Agreement.
- 1.5. The Company also covenants with the Partner to take an insurance cover for the service.
- 1.6. It is the intention of the Parties to take steps to register this agreement under the relevant laws of the Republic of Ghana.
- 1.7. The total acreage allocated to the Agreement is
- 1.8. The crops which is the subject matter of this Agreement is
- 1.9. The location of the farm is of the District of the region of the Republic of Ghana.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

2.0. DEFINITIONS AND INTERPRETATION

- 2.1. Any reference to any party to This Agreement shall include his or her successors in title and personal representatives, by and against whom This Agreement shall be enforceable as if they had been originally named as parties.
- 2.2. Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter and vice versa.
- 2.3. Words such as “hereunder” and “hereto”, “hereof”, and “herein” and such words commencing with “here” shall unless the context clearly indicates to the contrary refer to the whole of This Agreement and not to any particular section or clause.
- 2.4. The section and clause headings and notes are inserted for convenience only and shall not be considered a part of or affect the construction or interpretation of This Agreement.
- 2.5. Save where otherwise expressly stated references in This Agreement to Parties are to the parties hereto.

3.0. THE LEGAL OBLIGATION OF THE COMPANY

- 3.1. Development of the crops specified in Appendix B of this Agreement
- 3.2. Granting of joint sublease over the land allocated for the service.
- 3.3. Management of crops under this Agreement. This shall include, but not limited to all Agronomic practices ranging from land preparation to harvest.
- 3.4 Provision of a Multi-Peril crop insurance to cover the crops for the period of this Agreement, to guarantee the projected yield.

4.0. COOPERATION WITH 3RD PARTIES

- 4.1. Immediately after the coming into force of this Agreement, The Company shall grant a joint sublease over the specific parcel of land for this project to the Partner for the duration of this Agreement, which may be registered at the Lands Commission of Ghana.
- 4.2. **The company has the backing and support of the Ministry of Food and Agriculture (MOFA) and may involve MOFA to witness or endorse the Agreement being entered into by the parties.**
- 4.3. The Parties agree that no liability shall attach to the Ministry of Food and Agriculture arising out of any provision contained in This Agreement.

4.4. The Parties agree to take all steps necessary to cooperate with relevant Agencies or any other Statutory Body for the purpose of the exercise of their statutory functions and hereby covenant to comply with any request for information or requirement by Same.

5.0. DURATION.

5.1. This Agreement shall commence on and shall continue for a minimum term of years.
5.2. It shall continue thereafter after the renewal of this agreement by the parties for a specified period.

6.0 JOINT SUBLEASE

6.1 The Company by this Agreement, grants to the Partner, a joint sublease over the parcel of land on the terms set out in this Article, on which the crops would sit.
6.2. Any Joint sublease hereby granted shall be limited to activities related to this Agreement.
6.3. It is hereby agreed that this Joint sublease is to be exercised in conjunction with and in furtherance of this Agreement to which it is annexed.
6.4. The Partner shall not be entitled to assign sublet or part with or share the possession of the premises or any part thereof or permit any other person to occupy the same as a licensee without first obtaining the consent in writing of the company.
6.5. The Partner shall not use or occupy the premises except for the purposes of this Agreement.
6.6. At the termination of this Agreement or the expiry thereof, the Partner shall cease to have a valid joint sublease over the parcel of land and any interest shall revert to the company.

7.0. INSURANCE

7.1. The Company shall secure for the Service, a multi-peril insurance cover with a duly registered insurance company to secure the stated yield for the Partner.
7.2. The Company shall at all times, during the validity of this Agreement, maintain the policy of insurance specified under this Article.

8.0. PAYMENT OF REVENUE SHARE

8.1. An annual revenue share payment of GHC..... Representing% of initial lease amount of GHC..... as pre-agreed, shall be made by the company to the Partner at the end of each year for the duration of the crop cycle of the selected crop.

8.2. The annual payment referred to above shall be paid for the duration of this Agreement plus the payment of the initial lease amount at the end of the crop cycle as indicated in Appendix B.

9.0. RESALE POLICY

9.1. The company shall grant access to the Partner to use Crop Estates Ltd.’s Trading platform.
9.2. The Partner, at all times shall have the right to put his share of the Service up for sale to other Partners on the platform.
9.3. Notwithstanding the provisions above, such transactions shall be deemed to have taken effect only upon the final written approval of the Company.

10.0. ABROGATION OR TERMINATION

10.1 Either Party may terminate this Agreement by giving the other Party three (3) months prior notice of its intention to terminate.
10.2 There are no entry fees, however, depending on the crop selected, there may be exit fees if principal is withdrawn before the end of the investment period.

Fees Structure	Percentage of Principal
Initial fees	0.0%
Exit fees	38% in year one
	25% in year two
	20% in year three
	0.0% after year three
Annual Management fees	0.0%

10.3 Should The Company terminate this Agreement for no breach by The Partner at any point of the crop cycle, The Company shall reimburse the full lease amount, pay the accrued earnings up to the time of termination plus 10% fee of the initial lease amount to The Partner.

10.4 Either Party may terminate this Agreement forthwith if the other party breaches this Agreement and fails to remedy the breach within fourteen (14) days of the other Party giving it notice to cure the breach.

10.5 All notices given by one Party to another under this Agreement shall be in writing and sent by registered courier, or delivered by hand against acknowledgement of receipt, to the address as indicated in this Agreement.

11.0. RESOLUTION OF DISPUTES

11.1. The parties shall take steps to resolve amicably, any dispute that shall arise from this Agreement.

11.2. Notwithstanding the provisions of Article 11.1, above, any dispute as to the terms and conditions of This Agreement and/or as to the subject matter hereof shall be resolved or determined in accordance with the provisions of Alternative Dispute Resolution mechanism in force in Ghana.

11.3. The decision following from the Alternative Dispute Resolution shall be final and binding on all parties.

12.0. MISCELLANEOUS

12.1. The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

12.2. This Agreement shall not be varied or amended except in writing, such amendment or document to be signed by both parties.

12.3. This Agreement supersedes any previous agreement between the parties in relation to the subject matter hereof and may be executed in one or more counterparts and all such counterparts each of which constitutes an original taken together shall for all purposes constitute one and the same agreement.

12.4. If at any time any of the provisions of this Agreement is or becomes or is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected but the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory substitution provision.

12.5. Time shall be of the essence in respect of any date or period mentioned in this Agreement.

12.6. This Agreement shall be governed by and construed in accordance with the laws of Ghana and the parties submit to the exclusive jurisdiction of the Ghanaian Courts.

12.7. Each Party shall pay the legal costs and other expenses incurred by him in the preparation and execution of This Agreement.

12.8. Each party's address for the service of notice shall be the address set out in This Agreement.

12.9. A notice shall be deemed to have been served at the time of service if it was served personally, or if it was served by delivery to the address of the party set out in This Agreement, 48 hours after it was delivered.

13.0. APPENDICES

13.1. Appendix A shall be The Joint Sublease Agreement

13.2. Appendix B shall be the details of the Farm Service product.

Appendix A:

SIGNED SEALED AND DELIVERED BY.....

CROP ESTATE LTD

DATE.....

Represented by

IN THE PRESENCE OF: -

(SIGNATURE).....

(NAME).....

(ADDRESS) 32nd Street Memepeasem, East Legon, Accra - Ghana

SIGNED SEALED AND DELIVERED BY:
(PARTNER)

(SIGNATURE)..... DATE

(NAME).....

(CONTACT).....

(EMAIL).....

IN THE PRESENCE OF: -

(SIGNATURE)..... DATE

(NAME).....

(CONTACT).....

(EMAIL).....

Payment Details:

All cash, transfer and cheque payment should **ONLY** be made into one of the CROP ESTATE GHANA LIMITED accounts details below;

GT Bank GhanaGhana Cedi Account

Account Name: Crop Estate Ghana Limited
Branch: Labone Branch
Account Number: 206116876110

US Dollar Account

Account Name: Crop Estate Ghana Ltd
Account Number: 206116876220,
Branch: 25a Castle Road Ambassadorial Area, Ridge, Accra Ghana.
Swift: GTBIGHAC

Ecobank Ghana (Sendwave and WorldRemit available)Ghana Cedi Current

Account Name: Crop Estates Ghana Ltd
Branch: Tema, Main
Account Number: 1441002370255

Us Dollar Forex

Account Name: Crop Estates Ghana Ltd
Account Number: 3441002204393
Branch: Tema, Main
Swift: ECOCGHAC
Sort Code: 130102