

THE COMMON SEAL GLOBETROT FARMS SPONSOR NIG LTD is hereby affixed and duly delivered in the presence of:




.....  
CEO/MANAGING DIRECTOR  
AKPA INNOCENT BILL



.....  
SECRETARY  
BAR. NDUKA OGADINMA

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED SPONSOR

  
.....  
(..... ADEFIOYE ADEFINIKA R. ....)


IN THE PRESENCE OF

NAME: ..... ADETUNSI EMMANUEL ADOTONA .....

OCCUPATION: ..... SYSTEM ADMINISTRATOR .....

RESIDENTIAL ADDRESS: ..... 18 OGUNFOWDRE STR. OWOSE-ELEDE B/STG, MOLEI 2 .....

DATE: ..... 10-05-2021 .....

SIGNATURE:  .....

The death or incapacity of any of the parties shall not dissolve this FarmsponsorAgro EstateSponsorship Agreement during its execution, the next of kin agreed and/or legal representatives of either parties shall continue to perform the terms and obligations of this FarmsponsorAgro EstateSponsorship Agreement in the original title; unless it is jointly agreed by the parties to terminate this Agreement with either party giving a 30 days' notice in writing.

#### **GOVERNING LAW**

This FarmsponsorAgro EstateSponsorship agreement shall be construed in accordance with the laws of the Federal Republic of Nigeria.

#### **DISPUTE RESOLUTION**

In the event of a dispute between the parties, legal or equitable remedies may be employed for conflict resolution. The parties agree that prior to taking any legal action, they shall endeavor in good faith to mediate and or settle any dispute among them regarding this agreement. If within 90 days of undertaking such mediation/settlement discussions, no resolution has been achieved, the parties agree that the courts of the **FEDERAL REPUBLIC OF NIGERIA** shall have the exclusive jurisdiction to settle any disputes or claim that arises out of or in connection with this FarmsponsorAgro Estate Sponsorship Agreement or its subject matter of formation. The language of such settlement shall be English. In line with the decision of the court the party that caused this breach will refund the litigation cost to the other party.

#### **NOTICE**

Any notice or communication required or permitted under this FarmsponsorAgro EstateSponsorship agreement shall be sufficiently given if delivered by email or in person, furnished in writing, Or phone calls.

#### **SEVERABILITY**

If any provision of this FarmsponsorAgro EstateSponsorship Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this FarmsponsorAgro Estate Sponsorship Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **PRIOR AGREEMENTS SUSPENDED**

This FarmsponsorAgro EstateSponsorship Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior simultaneous representations, discussions, negotiations and Memorandums whether written or oral.

#### **INDEMNITY**

In the event that there is a winding up (either voluntary or involuntary), insolvency or bankruptcy of Farmsponsor or a prior decision of Globetrot FarmsponsorNig Ltd to reconsider the FarmsponsorAgro Estate plan before the expiration of this agreement,



This FarmsponsorAgro Estate Sponsorship AGREEMENT is made on 10-05-2021 between GLOBETROT FARMSPONSOR NIG LTD (RC 1506035) of No, 14 Old Aba Road Rumuogba, Port Harcourt Rivers State (hereinafter referred to as "Farmsponsor" AND Adeyinka Adefioye (hereinafter referred to as "Sponsor")

#### PURPOSE OF THIS FARMSPONSOR AGRO ESTATE SPONSORSHIP AGREEMENT

The 18-year (2021 –2039) Sponsorship plan aims at providing a 250 percent return on sponsorship for potential sponsors in the first five years, after which the sponsor may choose to be paid back investment capital or own an oil palm tree and the proceeds thereof for the remaining thirteen years of the agreed term.

- Medium-term investment of 5 years with a minimum sponsorship of ₦100,000 per unit.
- This debt finance would be serviced by Farmsponsor for 5 years at specially structured annual rates of (37%, 47%, 50%, 56%, 60%) respectively, giving sponsors a return on sponsorship of 250% in 5 years.
- At the end of this period, a *debt-to-tree* swap option is open to sponsors to convert all debt to oil palm trees, giving sponsors ownership of the plantation of oil palm trees for a duration of 13 years.

#### SCOPE/FEATURES OF SPONSORSHIP

- First (Medium) Term (5-year tenure).
- Second (Long) Term (13-year tenure).
- Minimum sponsorship of One Hundred Thousand Naira Only (₦100,000).
- Specially structured annual ROI (37%, 47%, 50%, 56%, 60%) respectively for the first 5 years.
- Returns to be paid bi-annually within the first five years.
- Returns to be paid annually within the next thirteen years.
- Returns shall for the second term be paid every **First day of December**; specially structured according to the monthly prevalent price of red palm oil for house hold consumption, which ranges between ₦14,000 - ₦36,000 per 50 liters of red palm oil produced by each retained oil palm tree. The amount for the prevalent price of a liter of red palm oil for human consumption will be sought on a monthly basis and averaged to determine the payout for the Sponsor at the end of each year.
- The quantity of red palm oil that a single oil palm tree can produce is fifty (50) liters in one year.

## **FARMSPONSOR AGRO ESTATE SPONSOR INVESTMENT AMOUNT**

The Sponsor (**Adeyinka Adefioye**) hereby subscribe for a two term Farm Sponsor Agro Estate Sponsorship Plan with the sum of 100,000 (₦) with Globetrot Farm Sponsor Nig. Ltd. This sum will be invested in Farm Sponsor Agro Estate in Rivers State, Oyo State and Ebonyi State for a period of Eighteen (18) years.

## **CONFIDENTIALITY**

- a. The Parties undertake and shall not, at any time, disclose to any third party any Confidential information concerning, the business, affairs, customers, clients or suppliers of the other party.
- b. A Party may disclose the other Party's confidential information to its employees, officers, representative or advisers on a need to know basis and such information shall be disclosed for the sole purpose of this Farm Sponsor Agro Estate Sponsorship Agreement and for fulfilling their respective obligations under this Agreement. Each Party shall ensure that its employees, officers, representative or advisers to whom it discloses the other party's confidential information comply with the same breadth of non-disclosure coverage as provided in this section.
- c. The non-disclosure obligations set out herein shall not apply if the confidential information is:
  - i. Made publicly available through no fault of the other party; or
  - ii. Already lawfully known to **GLOBETROT FARMSPONSOR NIG LTD and (Adeyinka Adefioye)** prior to disclosure hereunder, as shown by prior written records; or
  - iii. Required to be disclosed by law, court order, or other government or regulatory authorities.
  - iv. No Party shall use the other Party's confidential information for any purpose other than for the successful execution of this Farm Sponsor Agro Estate Sponsorship Agreement and for fulfilling their respective obligations under this Agreement.
- d. Each party agrees to return to the other party all confidential information upon termination of this Agreement or on earlier demand for whatever reason.
- e. The obligations stated in this section shall survive termination or expiration of this agreement.

## **DEATH OR INCAPACITY OF THE PARTIES**

Farmsponsor undertakes to indemnify the Sponsor of the unpaid balance of sum invested.

**AMENDMENT AND WAIVER**

No amendments, changes or modifications to this FarmsponsorAgro EstateSponsorship Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties to this Agreement. A waiver by a party of its rights or obligations hereunder shall not constitute an amendment to this agreement unless expressly agreed in writing between the parties.

**FORCE MAJEURE**

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots civil commotions strikes, lockout or other labor disturbance, acts of God or acts, omissions or delays in acting by any government authority or government policy changes.



**FARMSPONSOR AGRO ESTATE  
SPONSORSHIP AGREEMENT**

**BETWEEN**

**GLOBETROT FARMSPONSOR NIG LTD**

**AND**

**ADEYINKA ADEFIOYE**

- The Sponsor shall NOT be entitled to any other proceeds or derivatives of the oil palm tree and plantation.
- The oil palm tree is valued at one unit of FarmsponsorAgro Estate Sponsorship which is equal to ₦100,000.
- Sponsors may choose to exit the FarmsponsorAgro Estate SponsoshipAgreement after the first 5 years by choosing to be paid back their investment capital, and the Sponsor is obligated to communicate such decision to Farmsponsor in due time.
- Sponsor may change exit option at any time within the first term of this Agreement.
- Sum invested cannot be withdrawn completelyuntil the end of the first 5-year window.
- This FarmsponsorAgro Estate Sponsorship Agreement is non-transferable.

#### WHEREAS IT'S FURTHER AGREED THAT:

- No option for Sponsor to top up after close of window.
- Farmsponsor shall take out an insurance policy on the Agro Estate/Plantationin order to secure the invested sum from adverse circumstances. Insurance policy shall be current and available for sighting upon request by sponsor (where applicable), as soon as the policy document is received from the Third-Party Insurance company.
- Sum invested CANNOTbe transferred between persons through sale of sponsorship title, or transferred to a next of kin agreed upon by both parties.
- A certificate confirming theFarmsponsorAgro Estate plan will be issued by Farmsponsor to the sponsor upon receipt of funds confirming sponsorship request.

#### BREAKDOWN OF SPONSORSHIP RETURNS

Table 1: The percentages represent fractions of the sum invested that will paidbased on this agreed investment plan

	1st six months	2nd six months	Total
Year 1	17%*	20%	37%
Year 2	22%	25%	47%
Year 3	25%	25%	50%
Year 4	28%	28%	56%
Year 5	30%	30%	60%
Year 6 – Year 18	Prevalent market price of 50 liters of red palm oil per oil palm tree once every 1st day of December, each year.		14%to36%