

Defined by Edward M. Karbo of Ministry of Agric,
Forestry & Food Security
14/10/2012 at 10:42am
DATED THIS 15th DAY OF October 2012
238/2012

[Signature]

MALEN CHIEFDOM COUNCIL

Administrator Registrar General
AMOUNT L.S. 30,000 CENTS
PROV. <i>De-facto</i>
DATE 16/10/2012
RECEIPT No. 0081916
SUB ACCOUNTANT <i>[Signature]</i>

AND

DR. JOSEPH SAM SESAY

Minister of Agriculture, Forestry and Food Security

For and on behalf of the

Government of the Republic of Sierra Leone

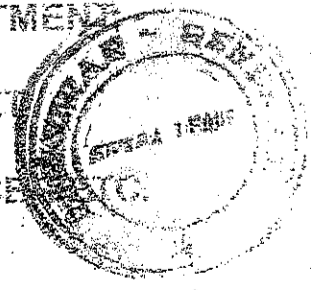
Volume 108 page 128

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

*Original & 2 copies
by J. K. Karama
20/10/12*

[Signature]

L.M. FARMAN
PRINCIPAL STATE COUNSEL
LAW OFFICERS' DEPARTMENT
GUMA BUILDING
LAMINA SANKOH STREET
FREETOWN
SOLICITOR/CONVEYANCE



Adhesive Stamps @ 2,000

THIS LEASE AGREEMENT is made on the *15th* day *October* in the Year of Our Lord Two Thousand ~~and Twelve~~ BETWEEN THE HONOURABLE PARAMOUNT P.C. B.V.S. KEBBIE, Paramount Chief of Malen Chiefdom, Pujehun District in the Southern Province of the Republic of Sierra Leone, together with members of his Chiefdom Council (hereinafter referred to as "MALEN CHIEFDOM COUNCIL" which expression shall where the context so admits include their successors-in-office) of the one part and JUSU MATTIA, MUNDA KPONBU, MOMO NALLO, MOHAMED MBAYO, KAMOR BRIMA, MADAM FAKABA, all of Taukunor Section, Malen Chiefdom, Pujehun District AND ANSUMANA BAINDA, LAHAI JUSU, MOODU SAMABU, MOMO LEBBIE, JOE BOCKARIE, all of Bahoin Section, Malen Chiefdom, Pujehun District, AND SAFFA BANADAYE, JOSEPH BOCKARIE, ENSA MOIWO, SHEKU SENGEH, KAMOR VANDY, MORIBA ABDULAI, SENESIE MAMBU all of Kemch Section, Malen Chiefdom, Pujehun District, AND MOININA GBANDA, MUSA GOMBU, KAMOR SULAIMAN VANDY, TOMMY BRIMA, ALPHA DAGBONDO, ABU GOMBU, FRANCIS J. SENGEH, MOHAMED MAJUE, SHEKU SESAY, MICHAEL FOFANA AND PARAMOUNT CHIEF B.V.S. KEBBIE, all of Korwa Section, Malen Chiefdom, Pujehun District in the Eastern Province of the Republic of Sierra Leone (hereinafter referred to as "THE LESSORS" which expression shall where the Context so admits include their personal Representatives, Executors, Administrators, Heirs and Assigns) of the One part AND DR. JOSEPH SAM SESAY, Minister of Agriculture, Forestry and Food Security for and on behalf of the "Government" (hereinafter referred to as "THE LESSEE" which expression shall where the Context so admits include its successors in office) of the Other Part.

WHEREAS the Lessors are custodians and Beneficial Owners of all lands herein intended to be demised in the said Chiefdom by virtue of the Provisions of the Provincial Lands Act Cap 122 of the Laws of Sierra Leone 1960 as amended.

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AND WHEREAS the Lessors have been in sole, continuous, uninterrupted, free, open, and undisturbed possession and are entitled to the fee simple estate of that piece or parcel of land and its hereditament thereon situate lying and being **MALEN CHIEFDOM PUJEHUN DISTRICT IN THE SOUTHERN PROVINCE** of the Republic of Sierra Leone from time immemorial and upwards at least free from all encumbrances which said piece or parcel of land and its hereditament thereon is intended to be hereby leased to the lessee.

AND WHERE AS the **PARAMOUNT CHIEF** and the Chieftom Councillors of **MALEN CHIEFDOM** hereinbefore referred to as the Malen Chieftom Council as Custodian of all lands held in the Malen Chieftom, acting for and on behalf of the Malen Chieftom Council have jointly given their respective concurrence to this transaction and have contracted and agreed with the Lessee herein for the Lease to them of **ALL THAT PIECE OR PARCEL OF LAND** and its hereditament situate lying and being at Malen Chieftom, Pujehun District in the Southern Province of the Republic of Sierra Leone as delineated and shown on Survey Plan No ~~545.43/10~~ dated the.....26th day ofOctober....., 2011 which is drawn and attached hereto tending to become part of this document and thereon verged and Edged **R E D** (for purpose of identification only) for a consideration to be stated hereinafter.

WITNESSETH AS FOLLOWS:

That for and in consideration of the rents stipulations and agreement or the part of the Lessee to be kept and performed by the Lessee the Lessors hereby demise unto the Lessee **ALL THAT PIECE OR PARCEL OF LAND** situate lying and being at Malen Chieftom, Pujehun District in the Southern Province of the Republic of Sierra Leone more fully described in the Schedule below and delineated and shown on survey Plan No ~~545.43/10~~ dated the26th..... Day ofOctober.....2011 which is drawn and attached hereto (hereinafter referred to as the "Demised Land" **TO HAVE AND TO HOLD THE**

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SAME for a term of Fifty (50) years certain commencing on the... 5th day of
... March... 2011 and expiring on the... 5th day of ... 2061... 20... with
an option to renew the said Lease for a further term of Twenty-Five (25)
Years paying therefore in advance a yearly rental of US\$5.00 cents (Five
United State Dollars) per ACRE per annum. Rent for the first One (1) year
term shall be paid in advance on or before the execution of these presents
(the receipt of which sum the Lessors hereby shall acknowledge and confirm)
and the remaining rents for the unpaid term shall be payable every other one
year (1) in advance with an option to renew the said rent after every Seven
(7) Years. Such review not to result in an increase of more than 17.5% of the
rent immediately payable prior the review.

2. THE LESSEE THEREBY CONVENANTS WITH THE LESSORS AS FOLLOWS:

- 2.1. To pay the rent hereby reserved at the time and in the Manner herein provided.
- 2.2. To use the demised land for farming and any agro-industrial development and any other purpose the Lessee may deem fit.
- 2.3. To observe all native laws and customs which in the opinion of the Provincial Secretary be observed by the Lessee.
- 2.4. To bear, pay all rates and taxes imposed by any local or Public Authority during the term hereby granted.
- 2.5. Not to assign or subject any part of the Demised Land without the consent of the Lessors and such consent is not to be Unreasonably withheld.
- 2.6. At the end of the term hereby created to give up the land in accordance with the covenants hereinbefore mentioned.

3. THE LESSORS AS BENEFICIAL OWNERS HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:

- 3.1. That the Lessee paying the rent hereby reserved and performing the covenants on their part contained herein shall quietly possess and enjoy the Demised Land for the term herein granted without disturbance from or by the Lessors or any person rightfully claiming under them.
- 3.2. If the rent hereby reserved or any part thereof shall be unpaid for One

(1) year after becoming due whether formally demanded or not or any of the foregoing stipulates on the Lessee's part shall not be performed the Lessors may at any time thereafter re-enter upon the demised land and resume possession thereof and thereupon the lease shall be determined.

3.3 If the Lessee shall be desirous of renewing the lease after the expiration of the term hereby granted and of such desire shall deliver to the Lessors or their agent or successors in office a notice in writing at anytime after the commencement of the term hereby granted and if there shall then be no subsisting breach of any of the Lessee's obligation under this present agreement the Lessors shall renew the Lease of the demised land for a further term of **Twenty-Five (25) years** to commence from and after the expiration of the term hereby granted and after the said term of **Twenty-Five (25) years** for further terms not exceeding **Twenty-five (25) years** consecutively and subject to the same covenants and conditions as in the present Agreement reserved and contained.

3.4 Any notice to be given to the Lessors shall be well and sufficiently given or sent by the Lessee through the post by registered letter addressed to the Lessors and at their last known address or left for them at such place.

3.5 Any notice to be given to the Lessee shall be well and sufficiently given or sent by the Lessors through the post by registered letter addressed to the Lessee at their last known address.

3.6 Any notice sent by registered post shall be deemed to be given at any time when in due course of post it would be delivered at the last known address to which it is sent.

THE SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT PIECE OR PARCEL of land and hereditament situate; lying and being at **MALEN CHIEFDOM**, in the Pujehun District in the Southern Province of the Republic of Sierra Leone and bounded as follows:

STARTING from:

(1) THE SCHEDULE HEREIN REFERRED TO:

ALL THAT PIECE OR PARCEL OF LAND AND HEREDITAMENTS situate lying and being at **MALEN CHIEFDOM PUJEHUN DISTRICT** in the Southern Province of the Republic of Sierra Leone defined described and bounded as follows: Starting from;

BEACON MARKED	BEARING	DISTANCE	END STATION
SLS43/10/BP1	144°00'	600.0'	SLS43/10/BP2
SLS43/10/BP2	144°00'	600.0'	SLS43/10/BP3
SLS43/10/BP3	144°00'	600.0'	SLS43/10/BP4
SLS43/10/BP4	144°00'	600.0'	SLS43/10/BP5
SLS43/10/BP5	144°00'	600.0'	SLS43/10/BP6
SLS43/10/BP6	144°00'	600.0'	SLS43/10/BP7
SLS43/10/BP7	144°00'	600.0'	SLS43/10/BP8
SLS43/10/BP8	144°00'	600.0'	SLS43/10/BP9
SLS43/10/BP9	144°00'	600.0'	SLS43/10/BP10
SLS43/10/BP10	144°00'	600.0'	SLS43/10/BP11
SLS43/10/BP11	144°00'	600.0'	SLS43/10/BP12
SLS43/10/BP12	144°00'	600.0'	SLS43/10/BP13
SLS43/10/BP13	144°00'	600.0'	SLS43/10/BP14
SLS43/10/BP14	144°00'	600.0'	SLS43/10/BP15
SLS43/10/BP15	144°00'	186.0'	SLS43/10/BP16
SLS43/10/BP16	157°14'	600.0'	SLS43/10/BP17
SLS43/10/BP17	157°14'	600.0'	SLS43/10/BP18
SLS43/10/BP18	157°14'	600.0'	SLS43/10/BP19
SLS43/10/BP19	157°14'	600.0'	SLS43/10/BP20
SLS43/10/BP20	157°14'	600.0'	SLS43/10/BP21
SLS43/10/BP21	157°14'	600.0'	SLS43/10/BP22
SLS43/10/BP22	157°14'	600.0'	SLS43/10/BP23
SLS43/10/BP23	157°14'	600.0'	SLS43/10/BP24
SLS43/10/BP24	157°14'	600.0'	SLS43/10/BP25

SLS43/10/BP1 which is the point of commencement thus enclosing an AREA of 16248.54 ACRES or thereabouts the same as is delineated on Survey Plan Numbered LOB 1099 dated 10th day of January 2011 drawn and attached to these presents and thereon verged RED or the aforesaid may be known described defined distinguished and bounded in the SCHEDULE together with the appurtenances thereunto belonging.

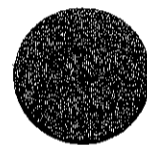
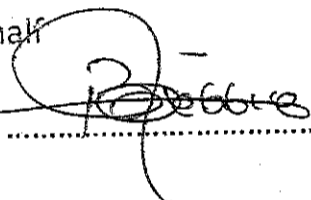
IN WITNESS WHEREOF the said HONOURABLE PARAMOUNT CHIEF P.C B.V.S KEBBIE, Paramount chief of Malen Chiefdom, together with members of his Chiefdom Council and the Lessors have hereunto set their respective hands and seals and on the Lessor the Honourable Dr. Sam Sesay for and on behalf of the Government of the Republic of Sierra Leone has hereunto set his hand and seal the day year first above-written.

SIGNED SEALED AND DELERED BY:

HONOURABLE PARAMOUNT CHIEF

P.C.B.V.S KEBBIE for and on behalf

of the Malen Chiefdom Council



In the presence of :

NAME: Chief Robert Apjua
ADDRESS: Sahn, Malen Chiefdom
OCCUPATION: Chiefdom Speaker
SIGNATURE: Robert

right hand thumb prints and making their marks thereto in the presence of the said witnesses:

SIGNED:

DATED:

The Chiefdom Council of Malen Chiefdom, Pujehun District, in the Southern Province of the Republic of Sierra Leone having consented in open Assembly held at Sahu Malen on the 5th day of March 2011 in customary manner to this lease I hereby give my approval to it.

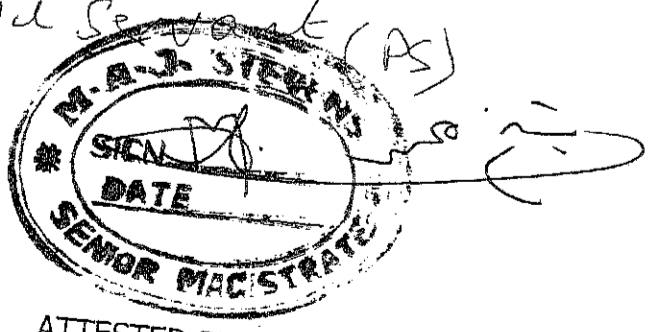


SIGNED SEALED AND DELIVERED by **DR. JOSEPH SAM SESAY**, Minister of Agriculture, Forestry and Food Security for and on behalf of the **GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE**, the within-named Lessee in the presence of:

Joseph Sam Sesay

NAME: Edward M Kagbo
ADDRESS: Ministry of Agriculture, Forestry and Food Security
OCCUPATION: Civil Servant (AS)

SIGNATURE:



ATTESTED BEFORE ME
MAGISTRATE.

Chieftom Council of Malen Chieftom, Pujehun District, in the Southern Province of the Republic of Sierra Leone after the foregoing had been read over and explained to

Saffer Kebbie
SAO Amara

in Mende Language, they being illiterate and they seemed perfectly well to have understood the same and admitted it to be true and correct before affixing their respective right hand thumb prints thereto, in the presence of:

1ST WITNESS:

NAME: Amara Sengeh

ADDRESS: Sahn Malen

OCCUPATION: Farmer

2ND WITNESS:

NAME: Lalo Kebbie

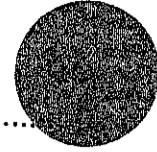
ADDRESS: Sahn Malen

OCCUPATION: farmer

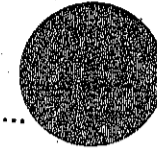
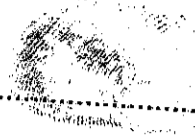
The foregoing was explained by me
of and
they seemed perfectly well to have understood the same and
admitted it to be true and correct before affixing their respective
and

MUSA GOMBU

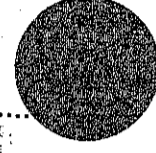
Musa



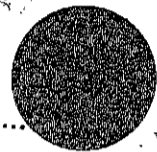
KAMOR SULAIMAN VANDY



TOMMY BRIMA

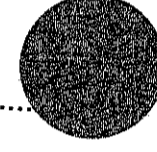


ALPHA DAGBONDO



ABU GOMBU

Abu

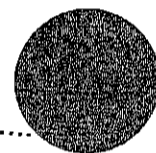


FRANCIS J. SENGEH

Francis

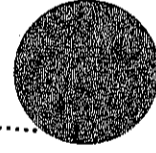


MOHAMED MAJUE

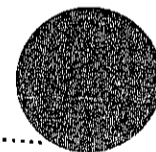


SHEKU SESAY

Sesay



MICHAEL FOFANA



AND

PARAMOUNT CHIEF B.V.S. KEBBIE

B.V.S. Kebbie



Representing Korwa Section,

in the presence of:

NAME: Chief S.R. Moiguel/Alhaji Hafiz V. Keuba
Salm Malen - Salm

ADDRESS: Chieftom Speaker - Chieftom Imran

OCCUPATION:

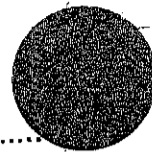
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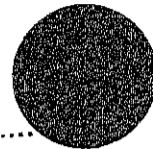
Alhaji
5/03/2011

SIGNED SEALED AND DELIVERED
by the within-named Lessors the said:

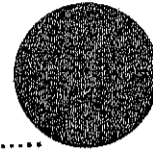
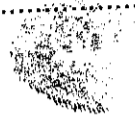
JUSU MATTIA



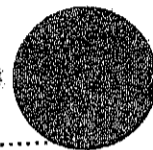
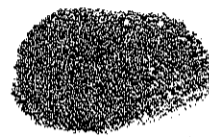
MUNDA KPONBU



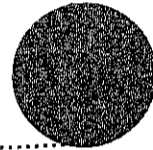
MOMO NALLO



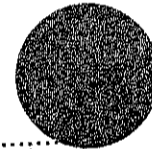
MOHAMED MBAYO,



KAMOR BRIMA,



MADAM FAKABA,



Representing Taukunor Section, Malen Chiefdom, Pujehun District,
in the presence of:

NAME:

Sumaila Abdulai

ADDRESS:

Nyalushun Malen

OCCUPATION:

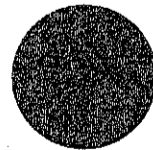
Section Speaker

SIGNATURE:

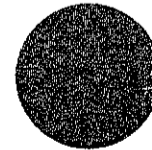


AND

ANSUMANA BAINDA,

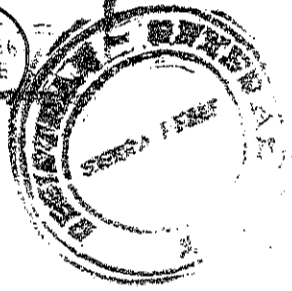


LAHAI JUSU,



0238 / 6081916 / 202

DOCUMENT WAS DELIVERED TO THE REPRESENTATIVE OF THE
Edward M. Kargbo
Ministry of Agric
Fore
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12
REGISTRAR GENERAL
SIERRA LEONE



True Copy

