MALEN CHIEFDOM COUNCIL

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

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

L.M. BAMAH ESQ.
PRINCIPAL STATE COUNSEL
LAW OFFICERS DEPARTMENT
GUMA BUILDING
Lamina Sankoh Street
FREETOWN
SOLICITORS.
CONVEYANCERS ETC.
THIS LEASE AGREEMENT is made on the day of
in the year of Our Lord Two Thousand
and Eleven BETWEEN THE HONOURABLE PARAMOUNT CHIEF
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 the ‘Malen Chiefdom Council’ which expression shall include their successors in office) of the one part AND JUSU MATTIA, MUNDA KPNBU, MOMO NALLO, MOHAMED MBAYO, KAMOR BRIMA, MADAM FAKABA, all of Takuunor Section, Malen Chiefdom, Pujehun District AND ANSUMANA BAINDA, LAHAI JUSU, MOODU SAMABU, MOMO LEBBIE, JOE BOCKARIE, all of Baholin Section, Malen Chiefdom, Pujehun District, AND SAFFA BANADAYE, JOSEPH BOCKARIE, ENSA MOIWO, JOE MORIBA, MATHEW SENGHE, all of Seinjeia Section, Malen Chiefdom, Pujehun District, AND ENSA AMADU, SHEKU SENGHE, KAMOR VANDY, MORIBA ABDULAI, SENESIE MAMBU, all of Kemoh Section, Malen Chiefdom, Pujehun District, AND MOININA GBAKA, MUSA GOMBU, KAMOR SULAIMAN VANDY, TOMMY BRIMA, ALPHA DAGBONDO, ABU GOMBU, FRANCIS J. SENGHE, MOHAMED MAJUE, SHEKU SESAY, MICHAEL FOFAA AND PARAMOUNT CHIEF B.V.S. KEBBIE, all of Korwa Section, Malen Chiefdom, Pujehun District, in the Southern Province of the Republic of Sierra Leone (hereinafter referred to as the ‘Lessor’ 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 of the Republic of Sierra Leone (hereinafter referred to as the ‘Lessee’ which expression where the context so admits shall include its successors in office.) of the other part.

WHEREAS the Lessors are custodians and Beneficial Owners of all land herein intended to be demised in the said Chiefdom by virtue of the Provisions of the Provincial Lands Act, chapter 122 of the Laws of Sierra Leone 1960 as amended.
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 hereditaments 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 encumbrance which said piece or parcel of land and its hereditament thereon is intended to be hereby leased to the lessee.

AND WHEREAS the PARAMOUNT CHIEF and the Chieftain Councilors of MALEN CHIEFDOM hereinafter referred to as the Maleen Chiefdom Council as Custodian of lands held in the Maleen Chiefdom, acting for and on behalf of the Maleen Chiefdom 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 Maleen Chiefdom, Pujehun District in the Southern Province of the Republic of Sierra Leone as delineated an shown on Survey Plan No. LOB 1098 dated the 2nd March 2011 which is drawn and attached hereto tending to become part of this document and thereon verged and edged RED (for purpose of identification only) for a consideration to be stated hereinafter.

WITNESSETH AS FOLLOWS:

1. That for and in consideration of the rents stipulation and agreement on 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 and being at Maleen Chiefdom, Pujehun District in the Southern Province of the Republic of Sierra Leone aforesaid more fully described in the Schedule below and delineated and shown on Survey Plan No. LOB 1098 dated the 2nd March 2011 which is drawn and attached hereto (hereinafter referred to as the 'Demised Land') TO HAVE AND TO HOLD THE
SAME for a term of Fifty (50) years certain commencing on the 1st day of March 2011 and expiring on 28th day of February 2061 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 States 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 HEREBY COVENANTS WITH THE LESSORS AS FOLLOWS:

2.1. TO PAY the rent hereby reserved at the time and in manner herein provided.

2.2. TO USE the Demised Land for farming and agro-Industrial development and any other purpose of 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 sublet 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 any time 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 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 C/o The Maleri Chiefdom Council Office, Malei Chiefdom, Pujehun District aforesaid 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 C/o The Permanent
Secretary, Ministry of Agriculture, Youyi Building, Brookfields, Freetown.

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 address to which it is sent.

**THE SCHEDULE**

**ALL THAT PIECE OR PARCEL OF LAND SITUATE LYING AND BEING AT MALEN CHIEFDOM, PUJEHUN DISTRICT, IN THE SOUTHERN PROVINCE OF THE REPUBLIC OF SIERRA LEONE AND BOUNDED AS FOLLOWS:**

STARTING from property beacon marked LA 936/2010 THENCE on a bearing of 116°08'00" for a distance of 7149.04' to property beacon marked LA935/2010 THENCE on a bearing of 143°60'21" for a distance of 8586.10' to property beacon marked LA934/2010 along Bobobu Main Motor Road THENCE on a bearing of 157°21'00" for a distance of 9436.42' to property beacon marked LA933/2010 THENCE on a bearing of 171°60'25" for a distance of 6265.54' to property beacon marked LA932/2010 THENCE on a bearing of 225°60'26" for a distance of 4215.24' to property beacon marked LA937/2010 THENCE on a bearing of 216°38'00" for a distance of 6788.65' to property beacon marked LA938/2010 along Gambia, THENCE on a bearing of 230°33'00" for a distance of 10980.11' to property beacon marked LA939/2010 along Damaworo THENCE on a bearing of 266°05'00" for a distance of 7052.03' to property beacon marked LA940/2010 for a distance of 27569.05' and a distance of 09'.00" to property beacon marked LA941/2010 along Masao THENCE on a bearing of 319°05'00" for a distance of 4152.92' to property beacon marked LA942/2010 along Gendema THENCE on a bearing of 344°60'05" for a distance of 3513.92' to property beacon marked LA943/2010 along Kotomahun THENCE on a bearing of 150°40'00" for a distance of 9019.34' to property beacon marked LA944/2010 THENCE on a
bearing of 39260'05" for a distance of 48.00' to property beacon marked LA945/2010 along Gbongboma THENCE on a bearing of 327960'20" to property beacon marked LA946/2010 THENCE on a bearing of 1275060'29" and THENCE on another bearing of 92960'37" for a distance of 5931.19' to property beacon marked LA947/2010 THENCE on a bearing of 51060'04" for a distance of 3137.22' to property beacon marked LA 936/2010 which is the point of commencement thus enclosing an area of 16248.54 Acres or thereabout the same as delineated in the Survey Plan numbered LOB 1098 dated the 2nd March 2011 drawn and attached hereto and thereon verged RED or howsoever the same may be bounded known defined described or distinguished.

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

SIGNED SEALED AND DELIVERED by:

HONOURABLE PARAMOUNT CHIEF
P.C. B.V.S. KEBBIE, for and on behalf of the Malen Chieftdom Council
In the presence of:

NAME: Chief S. R. Mansaray
ADDRESS: Salim Malen
OCCUPATION: Chieftdom Speaker
SIGNATURE: [Signature]
MUSA GOMBU
KAMOR SULAIMAN VANDY
TOMMY BRIMA
ALPHA DAGBONDO
ABU GOMBU
FRANCIS J. SENGHE
MOHAMED MAJUE
SHEKU SESAY
MICHAEL FOFANA
AND
PARAMOUNT CHIEF B.V.S. KEBBIE

Representing Korwa Section,
in the presence of:

NAME: Aliyu Haliru V. Kebbe
ADDRESS: Salum
OCCUPATION: Chief Salum
SIGNATURE: Haliru V. Kebbe