

Adeline & Joseph Le 2, 2009

THIS INDENTURE is made under the provisions of the Provinces Land Act (Cap, 122) of the Laws of Sierra Leone 1960 on the *11th* day of *November* in the year of Our Lord Two Thousand and Nine **BETWEEN P.C. JOSEPH T. KPOSOWA III** Paramount Chief of the Bumpe Ngao Chiefdom together with **JOSEPH MORIE KAPPJA** Chiefdom Speaker Bumpe Ngao Chiefdom **PATRICK MUSA (SECTION SPEAKER) KPETEMA SECTION BUMPE NGAO CHIEFDOM, SIMEON P.B. KING (ACTING SECTION CHIEF) KPETEMA SECTION BUMPE NGAO CHIEFDOM, JAMES KARIMU (TOWN CHIEF) YONI VILLAGE KPETEMA SECTION BUMPE NGAO CHIEFDOM, MAMIE JAMES (WOMEN LEADER, YONI VILLAGE) BUMPE NGAO CHIEFDOM, ALL OF KPETEMA SECTION BUMPE NGAO CHIEFDOM BO DISTRICT IN THE SOUTHERN PROVINCE OF THE REPUBLIC OF SIERRA LEONE.** Principal men of the said Chiefdom acting as Chiefdom Councillors of the said Bumpe Ngao Chiefdom Bo District in the Southern Province of the Republic of Sierra Leone (hereinafter called the Chiefdom Council, which expression shall include its successors in office) of the First Part and **SUNDIMA JAMINÁ, JOSEPH NGAWUJAH, MUSTAPHA KARIMU, KAKUO LISSA, MOHAMED S. VANDI,** and **ABDUL KARIMU** all of Yoni Village Kpetema Section Bumpe Ngao Chiefdom Bo District in the Southern Province of the Republic of Sierra Leone (hereinafter called the Landowners, which expression shall where the context so admits, include his executors Administrators and assigns) of the Second Part and **AGRI CAPITAL LIMITED** whose registered office is Sophia House, 76-80 City

Road London EC1Y2BJ and of 18 Charlotte Street Freetown in the Western Area of the Republic of Sierra Leone (hereinafter called "The Lessees" which expression where the context so admits shall include his executors, Administrators successors in-title and assigns) of the Third Part.

WITNESSETH AS FOLLOWS:-

1. The Chiefdom Council hereby demised unto the Lessees **ALL THAT
PIECE OR PARCEL OF LAND** Situate **AT YONI VILLAGE KPETEMA
SECTION BUMPE NGAO CHIEFDOM BO DISTRICT IN THE
SOUTHERN PROVINCE OF THE REPUBLIC OF SIERRA LEONE
DESCRIBED AND BOUNDED IN THE SCHEDULE HERETO** which
Piece or Parcel of Land for greater clearness and so as not to restrict or
enlarge the description hereinbefore contained is delineated on the plan
attached hereto and thereon coloured **RED** together with its
hereditaments and other fixtures and fittings now thereon and specified in
the schedule hereto **TO HOLD** the said premises hereby demised unto the
Lessees from the 1st day of November 2009 for the term of Fifty (50)
years yielding and paying therefore during the said term the yearly rent of
1(One) Bushel of Paddy (Unmilled) rice per acre per year for the term of
this Lease and in the manner hereinafter set forth.
2. **THE "LESSEES"** for themselves and assigns hereby covenants with the
Chiefdom Council as follows:-

1. **TO PAY** the rent reserved at the time and in the manner hereinafter set forth.
2. **TO USE** the land hereby demised for **AGRICULTURAL PURPOSES** only.
3. **TO OBSERVE** all native laws and customs which in the opinion of the Provincial Secretary should be observed by them.
4. **TO PAY** the rent hereby reserved to the Paramount Chief and or Land owners at the end of the first harvesting season and thereafter on the anniversary of the signing of this Lease the receipt of the Paramount Chief and or Landowners or his appointed representative shall be a sufficient discharge for the payment of such rent.
5. On the determination of the Lease to yield up the demised premises (together with the buildings fixtures and fittings specified in the schedule hereto) in such a state of repair and cultivation as shall be in strict accordance with the Lessees covenants herein contained.
6. **NOT TO** assign underlet or part with the possession of the premises hereby demised or any part thereof during the term hereby created without the written consent of the Chieftom Council and the approval in writing of the Provincial Secretary Bo District such consent and approval not to be unreasonably withheld by the Lessors.
7. **TO PAY** the rents on the days and in the manner aforesaid.

PROVIDED always that if any part of the rent hereby reserved shall be in arrear for Twenty-One (21) days (whether demanded or not) or if any covenant or stipulation on the Lessees part herein contained shall not be performed or observed and a written statement to that effect has been deposited with the Provincial Secretary then and in any of the said cases it shall be lawful for the Chiefdom Council at any time thereafter to re-enter upon any part of the demised premises in the name of the whole and thereupon this demise shall determine.

3. THE CHIEFDOM COUNCIL HEREBY COVENANTS WITH THE "LESSEES" AS FOLLOWS:-

- (1) To permit the Lessees on their paying the rent hereby reserved and observing and performing the several covenants and stipulations on his part herein contained peaceably hold and enjoy the demised premises during the term hereby created without any lawful interruption by the Chiefdom Council or any person rightfully claiming under or in trust for them.
- (2) To permit the Lessees to erect buildings on the premises hereby demised and on the determination of the Lease to remove all such buildings and fixtures erected thereon within 3(Three) months from the date of such expiration subject to and in accordance with the Provisions of Section 11 of the said Act.

(3) That if the Lessees shall be desirous of taking a new Lease for the premises hereby demised after the expiration of the term hereby granted and shall at least six months before the expiration thereof signify such desire by a notice in writing to the Chiefdom Council who will at or before the expiration of the said term, make and execute to them a new and effectual Lease at the premises hereby demised for a term of Fifty (50) years to commence from and after the expiration of the term hereby granted and with and subject to the like provisions and covenants as are herein contained.

THE SCHEDULE HEREBEFORE REFERRED TO:

ALL THAT PIECE AND PARCEL OF LAND SITUATE LYING AND BEING at Yoni Village Kpetema Section Bumpé Ngao Chiefdom Bo District in the Southern Province of the Republic of Sierra Leone and bounded as follows:- ***STARTING*** from property beacon marked AJ389/09 proceeding on a magnetic bearing of 350 degrees 00 minutes for a distance of 11,500 point 0 feet by property of the Yoni Community thence to property beacon marked AJ390/09 proceeding on a magnetic bearing of 80 degrees 00 minutes for a distance of 11,500 point 0 feet by property of the Yoni Community thence to property beacon marked AJ391/09 proceeding on a magnetic bearing of 170 degrees 00 minutes for a distance of 11,500 point 0 feet by property of the Yoni community and Kasing Stream thence to property marked AJ392/09 proceeding on a magnetic bearing of 260

degrees 00 minutes for a distance of 11,500 point 0 feet by property of the Yoni Community and across a foot path thence to property beacon marked AJ389/09 which is the point of commencement of the land Leased to **AGRI CAPITAL LIMITED SIERRA LEONE** thus enclosing by the same several dimensions an area of 3,036.042 acres or thereabouts and which dimensions are more particularly delineated on **THEODOLITE AND STEEL BAND SURVEY** plan numbered BLS137/09 dated the 15th day of October 2009 drawn and attached to these presents the original of which is kept in the office of the Director of Surveys and Lands drawn and attached hereto and thereon verged **RED** or howsoever the same may be bounded known defined or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above-written.

PROPERTY OF THE YONI COMMUNITY

AGRICULTURAL LAND LEASED TO **AGRI CAPITAL Ltd** Sierra Leone
SITUATED AT YONI VILLAGE

KPETEMA SECTION

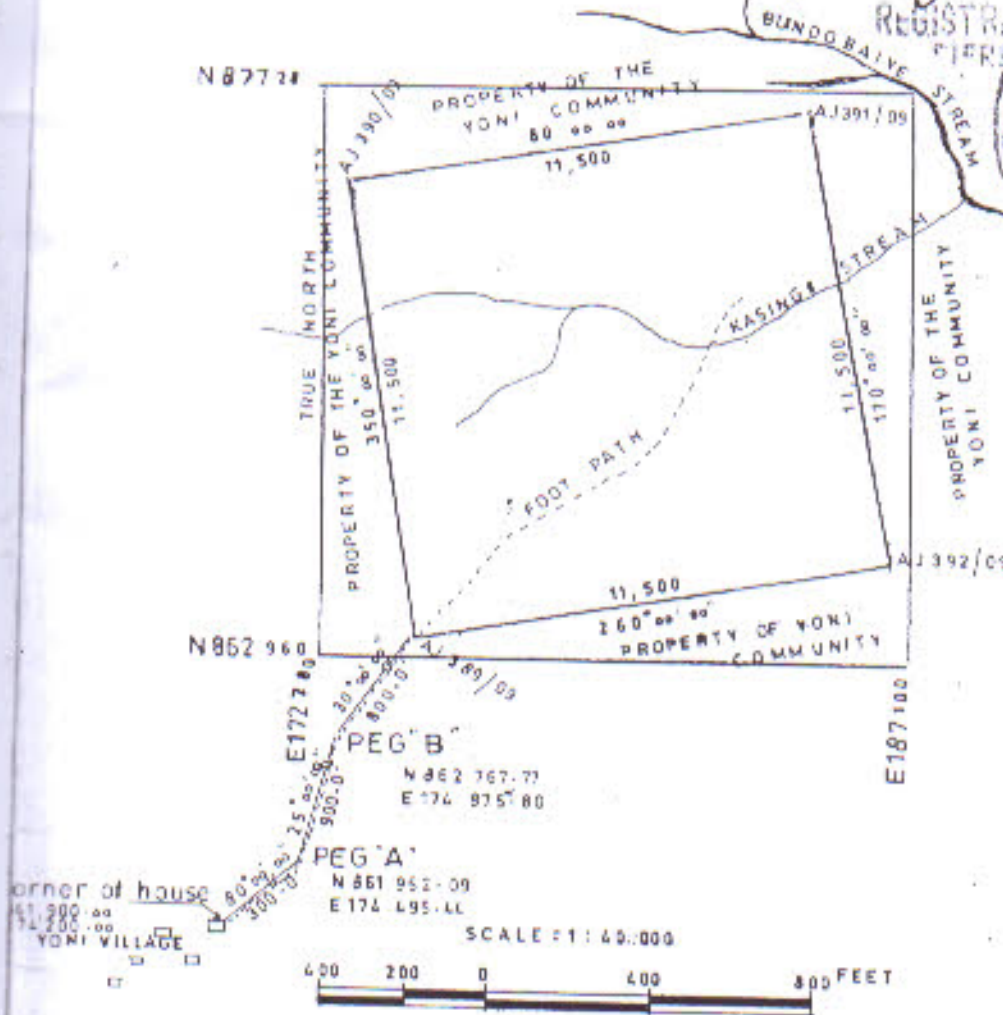
BUMPE GAO CHIEFDOM

BO DISTRICT

BOUNDARY SHOWN RED

AREA = 3,036.042 ACRE

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THEODOLITE AND STEEL BAND SURVEY

certified true photostat copy

THIS PLAN IS SIGNED HAVING SATISFIED SECTION 21 OF THE SURVEY ACT (ORDINANCE OF 1950 AS AMENDED)

5TH OCTOBER 2009

Alloch Joseph Sundina
Alloch Joseph Sundina
LICENSED SURVEYOR
8TH OCTOBER 2009

BLS137/09

<u>NAME</u>		<u>SIGNATURE</u>
1. Paramount Chief Joseph T. Kposowa III		<i>[Signature]</i>
2. Joseph Morie Kappia -	Chiefdom Speaker	<i>[Signature]</i>
3. Simeon P. B. King -	Acting Section Chief	<i>[Signature]</i>
4. Pa Patrick Musa -	Section Speaker	<i>[Signature]</i>
5. Pa James Karimu -	Town Chief	<i>[Signature]</i>
6. Mamie James -	(Woman Leader)	<i>[Signature]</i>
7. Sundima Jamina -	Landowner	<i>[Signature]</i>
8. Joseph Ngawujah -	Landowner	<i>[Signature]</i>
9. Mustapha Karimu -	Landowner	<i>[Signature]</i>
10. Kakuo Lissa -	Landowner	<i>[Signature]</i>
11. Mohamed S. Vandj -	Landowner	<i>[Signature]</i>
12. Abdul Karimu -	Landowner	<i>[Signature]</i>

THE FOREGOING INDENTURE was read and interpreted into and explained in the English and Mende Language to some of the Chiefdom Councilors and headmen and (members of the Chiefdom Council for and on behalf of the said Chiefdom Council) and Land owners who are literates but who seemed perfectly well to understand the same before making their respective marks thereon and sealing and delivering the same in the presence of:-



NO 358/038622/2013

I hereby certify that the above is a True and Correct Copy of a Lease Conveyance from the Registrar General's Office that is to say from Volume 103 Page 101 of the record books of Conveyance made in pursuance of the General Registration Act and that the same is now under my custody among other Registers.

Dated this 19th day of June, 2013.


REGISTRAR GENERAL FOR
SIERRA LEONE



Handwritten scribbles and initials in the top left corner, including the letters 'RE' and 'E'.

IS KIBBA
DAD TOWN, OPPOSITE NEW POLICE BARRACKS
MANAGER, AGRI-CAPITAL LIMITED

NAME ~~Robber~~
Osbourne WILLIAMS
ADDRESS CEMETRY ROAD, CONGO TOWN
OCCUPATION ADMINISTRATIVE OFFICER - FBI
SIGNATURE *[Signature]*

The Chiefdom Councillors of Bumpe Ngao Chiefdom
having consented in open assembly
held at
on the 11th day of Nov 2009
in customary manner to this
Lease, I give my approval to it.

G. G. RANNA
[Signature]
PROVINCIAL SECRETARY
BO DISTRICT / SOUTHERN PROVINCE

ATTESTED BEFORE ME



SIGNED SEALED AND DELIVERED

by the within -named **LESSEE**

AGRI CAPITAL LIMITED

(AS REPRESENTED BY ITS CHAIRMAN

ROBERT MCKENDRICK) AFTER THE COMPANY

HAS AFFIXED ITS OFFICIAL SEAL TO

THESE PRESENTS.

In the presence of:

NAME: **IBRAHIM BASHIR YARGO**

ADDRESS: **147, WILKINSON ROAD, FREE TOWN**

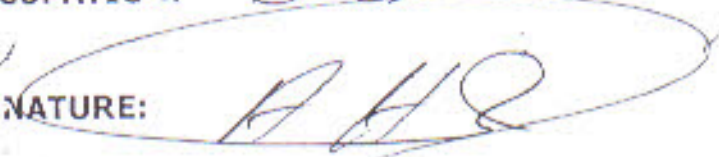
OCCUPATION: **BUSINESS MAN**

SIGNATURE: 

NAME: **ABDUL H. FAWZ**

ADDRESS: **14 SPAR LANE**

OCCUPATION: **BUSINESS MAN**

SIGNATURE: 

Delivered by Orlando Williams
15 Cemetery Road, Congo Town, Freetown
18/12/2009

DATED THE 18 DAY OF November 2009.

CHIEFDOM OF BUMPE NGAO

1657 2009
P.C. JOSEPH T. KPOSOWA III

PARAMOUNT CHIEF

Administrator Registrar General

AMOUNT L.E. 5,000 CENTS

PROCESS on file

DATE 18/06/2013

RECEIPT No. 0386922

SUB ACCOUNTANT

AND
JOSEPH MORIE KAPPA
PA PATRICK MUSA
SIMEON P.B. KING
MR. JAMES KARIMU
MAMIE JAMES

PRINCIPAL MESSERS

SUNDIMA JAMINA
JOSEPH NGAWUJAH
MUSTAPHA KARIMU
KAKUO LISSA
MOHAMED S. VANDI
ABDUL KARIMU

LANDOWNERS REPRESENTATIVES

TO

AGRI CAPITAL LIMITED SIERRA LEONE

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INDENTURE OF LEASE

Administrator Registrar General
40,000 CENTS
on file
18/12/09
0424370

Administrator Registrar General
3,036 CENTS
on file
18/12/09
0424371

SERRY-KAMAL & CO
DATE
SIGNATURE
SERRY-KAMAL & CO,
14 LIGHTFOOT BOSTON STREET,
FREETOWN

SERRY-KAMAL & CO
FREETOWN