

DATED THE 1st DAY OF *September* 2012

**AGREEMENT AND UNDERTAKING
Of the People of Malema**

THIS INDENTURE is made under the provisions of the Provinces Land Act (Cap, 122) of the Laws of Sierra Leone 1960 on the first day of September in the year of Our Lord Two Thousand and Twelve.
between

Joseph Lamin Ngevao V Paramount Chief of the Malema Chiefdom together with

Chief Brima Kallon of Lower Sami Section, Malema Chiefdom

Chief Keno Seriff of Upper Sami Section, Malema Chiefdom

Chief Manah Kanneh of Banbru section, Malema Chiefdom

Alhaji Amara Konneh of Njagbla Section, Malema Chiefdom

Musa Tarrawally of Pelegbabimi Section, Malema Chiefdom

Baindu Jinnie, Chiefdom Mamie Queen

John Lansana, Youth Chairman

Baby Gbotu, Youth Chair Lady

Yosuf Swaray, Chief Imam

Christian Lansana, Pastor

Principal men of the said Chiefdom acting as Chiefdom Councillors of the said Malema Chiefdom, Kenema in the Eastern 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 the Landowners of Malema Chiefdom in the Eastern 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) the Second Part and African Land whose office is Geneva Place, Waterfront Drive, Road Town, Tortola, British Virgin Islands. (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 MALEMA CHIEFDOM IN THE EASTERN 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 plans attached hereto and thereon coloured RED together with its hereditaments and other fixtures and fittings now thereon and specified - the schedule hereto TO HOLD the said premises thereby demised unto the Lessees from the 1st day of September 2012 for the term of twenty five years (25) with an option to extend for another twenty five years (25) for an annual rental of Le 10,000 per Hectare leased per year for the term of this Lease. First payment to be made in advance.**

2. THE "LESSEES" for themselves and assigns hereby covenants with the Chieftdom Council as follows

TO PAY the rent reserved at the time and in the manner hereinafter set forth.

TO USE the land hereby demised for **CONSERVATION PURPOSES**

TO OBSERVE all native laws and customs which in the opinion of the Provincial Secretary should be observed by them.

TO PAY the rent hereby reserved to the Paramount Chief and or Landowners yearly in advance, the first payment to be made on the signing of this lease and thereafter on the anniversary of the signing of this Lease the receipt of the Paramount Chief to and or Landowners or his appointed representative shall be a sufficient discharge for the payment of such rent.

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.

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 Chieftdom 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-

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.

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.

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 twenty five (25) 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 therein contained.

THE SCHEDULE HEREBEFORE REFERRED TO.

ALL THAT PIECE AND PARCEL OF LAND SITUATE LYING AND BEING IN MAMEMA Chiefdom in the Eastern Province of the Republic of Sierra Leone and bounded as is shown on the attached maps 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 measuring approximately 19,725 Hectares.

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

Robert McKendrick
African Land

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Joseph Lamin Ngevao V Paramount Chief of the Malema Chiefdom

... Joseph Lamin Ngevao

Chief Brima Kallon
Brima Kallon



Chief Keno Seriff
Keno Seriff



Chief Manah Kanneh
Manah Kanneh



Alhaji Amara Konneh
Alhaji Amara Konneh



Musa Tarrawally
Musa Tarrawally



Baindu Jinnie, Chiefdom Mamie Queen
Baindu Jinnie



John Lansana
John Lansana



Baby Gbotu, Youth Chair Lady
Baby Gbotu



Yosuf Swaray, Chief Imam
Yosuf Swaray



Christian Lansana, Pastor
Christian Lansana

