

OKOMU EXTENSION 2

MINISTRY OF LANDS, SURVEYS & HOUSING
(LANDS DEPARTMENT)
P. M. B. 1072,
BENIN CITY.

Our Ref: No. LUC/B 7284/44

Date: 5th May, 2006

Iyayi Brothers Nig. Ltd
6/12 Aghimien Street
P. O. Box 9933, Benin City

Dear Sir/Madam,

CERTIFICATE OF OCCUPANCY NO. EDSR 15666

IN RESPECT OF LAND AT Area BC, 12 Owan Forest Reserve Area
in Ovia North East/Unimwode Local Govt. Area

I am directed to refer to the above subject matter and to forward herewith the original of the Certificate of Occupancy dated 03-5-06 and registered as No. 40 at page 40 in Volume B.237 of the Lands Registry at Benin City for your retention.

2. You are requested to pay the Circle Lands Officer, Ministry of Lands, Surveys and Housing, Circle Lands Office, Sakponba Road, Benin City, Benin City the sum of N. 36,950 Thirty-six thousand, nine hundred and fifty Naira being the rent due for period 03/5/06 and 31/12/2006

3. I enclose herewith Revenue Collector's Receipt Nos. A001578628, A001578629 date 3/4/06 for N. 5,541,682.00 N. 28,309.00 N. 9,956,000.00 N. 14,473,009.00 N. 1,000.00 And N. respectively for your retention.

4. Please acknowledge receipt.


P. E. Igbinosun
For: HONOURABLE COMMISSIONER
Ministry of Lands, Surveys and Housing

ORIGINAL



Form 1

SECOND SCHEDULE
(SECTION 39 (2))



EDO STATE OF NIGERIA

State Land Law (Chapter 156 of Laws of Bendel State of Nigeria)
applicable in Edo State of Nigeria

Certificate of Occupancy No. EDSR

(STATUTORY RIGHT OF OCCUPANCY)

THIS IS TO CERTIFY THAT WYLL BROTHERS LTD. LIMITED
of 6/12 Aghimien Street, P. O. Box 5933 Benin City
(hereinafter called "the holder/holders") is/are entitled to a statutory right of occupancy in and over the land described in the Schedule, hereto for a term of 99 (Ninety-nine) years commencing from the 17th day of March 2006 according to the true intent and meaning of the applicable Land Law and subject to the provisions thereof and to the following special terms and conditions:

1. (1) To pay in advance without demand to the Governor of Edo State of Nigeria (hereinafter called the Governor) or other person appointed by him and at such place as may be directed,

(a) the proportion of rent at the rate of N. 10,000.00 Per hectare per annum applicable to the period (if any) from the said date of commencement to the thirty-first day of December, 2006. Within two months from the date of this certificate; and thereafter

(b) the yearly rent of N. 554,168 Payable in advance on the first day of January each year; and

(c) the revised rent as hereinafter provided.

(2) Revision Periods: Every 5 (Five) Years

(2) To pay and discharge all rates, taxes, assessment and other impositions whatsoever which shall at any time be charged, assessed, or imposed on the said land or any part thereof or any building thereon or upon the contents thereof.

buildings or other purposes specified in detailed plans approved or to be approved by the Governor or other officer appointed by him such buildings or other works to be * (of the value of not less than N\$)

(in words.....) and to be erected and completed in accordance with such plans and to the satisfaction of the said Governor or other officer appointed by him.

(5) To maintain in good and substantial repair to the satisfaction of the Governor or other officer appointed by him, all buildings on the said land (whether now erected or to be erected in pursuance of sub-clause (4) hereof).

(6) To clear and keep clear the said land of stagnant water, long grass, rank weeds and bush and accumulations and deposits of rubbish and other unwholesome matter, and to keep the same in all respects in a clean and sanitary condition, and for such purposes to do and execute all such acts and works as the Governor or any officer authorised by him may reasonably require.

(7) To conform to all rules laid down from time to time in regard to the location of buildings, refuse pits, latrines and general sanitation.

(8) After the period specified in sub-clause (4) above, not to allow the said land to be unoccupied for any period exceeding six months at any one time, or eight months in any year.

(9) Upon the expiration of the said term to surrender up to the Governor in good and substantial repair to the satisfaction of the Governor all buildings on the said land erected in pursuance thereof which have not been removed with the consent of the Governor and all buildings already upon the said land at the commencement of the said term which have not been removed.

(10) Not to erect or build or permit to be erected or built on the said land any buildings other than those covenanted to be erected by virtue of this certificate of occupancy nor to make or permit to be made any addition or alteration to the said buildings to be erected or buildings already erected on the land except in accordance with plans and specifications approved by the appropriate authority or other officer appointed by him in this behalf.

(11) Not to alienate the right of occupancy hereby granted or any part thereof by sale, assignment, mortgage, transfer of possession, sub-lease or bequest or otherwise howsoever without the consent of the Governor first had and obtained except as authorised under the Law.

(12) To use the said Land only for..... Agriculture..... purposes.

(1) For the purpose of the rent to be paid pursuant to this certificate of occupancy the term of the right of occupancy shall be divided into periods of years and the Governor may, as near as conveniently may be to the expiration of each period of years, revise the rent and fix the sum which shall be payable for the next period of years, or in less than years of the term shall remain for the remainder of the term. If the Governor shall so revise the rent, he shall cause a notice in writing to be sent to the holder thereof informing him of the revision of the

between the unexpired term of the lease and the revised term of the lease, the difference between the date of revision and the thirty-first day of December in the year then current and thereafter the holder shall pay in advance on the first day of January in each year without demand to the Governor or other person appointed by him in lieu of the said yearly rent of N. All that parcel of land at Area BC, Owan Forest Reserve Area, as may for the time being be payable in respect of the said land.

(2) If the yearly rent for the time being payable in respect of the said land of 673 Hectares any part thereof shall be in arrears for a period of three months, whether the same shall or shall not have been legally demanded, or if the holder/holders shall become bankrupt or make a composition with creditors or enter into liquidation, whether compulsory or voluntary, or if there shall be any breach or non observance of any of the occupier's covenants or agreements herein contained, then and in any of the said cases, it shall be lawful for the Governor at any time thereafter to re-enter upon the said land or any part thereof in the name of the whole and thenceforth hold and enjoy the same as if the right of occupancy had not been granted but without prejudice to the right of any land and any other person for any 20 antecedent breach of covenant by the holder/holders.

CHIEF LUCKY NOSAKHARE
Governor,
Edo State of Nigeria

In the presence of:

Name: J. AGHAMAH-INOFE

Address: Director of Lands
Ministry of Lands, Survey & Housing
Lagos, Nigeria

Designation:

Signed, Sealed and Delivered by:
The Common seal of IYAYI BROTHER NIG. LIMITED
is hereby affixed

In the presence of:

Name:

Address:

EDO STATE, NIGERIA
STATUTORY RIGHT OF OCCUPANCY No. ED

(DESCRIPTION AND DIMENSION OF PARCEL TO WHICH ABOVE
CERTIFICATE OF OCCUPANCY RELATES)

All that parcel of land at Area BC.12 Owan Forest Reserve Area
in Ovia North East/Umunwode Local Government Area of Edo State
of Nigeria containing an area of approximately 11416.673 Hectares
more particularly marked and delineated in the survey plan
No. ED.0.123, attached to these presents and bordered pink.

GIVEN under my hand and Seal this 03 day of -05-2006

CHIEF LUCKY NOSAKHARE IGBINEDION
Governor,
Edo State of Nigeria

In the presence of: J. AGHAMAH ENOFE

Name:

Address:

J. AGHAMAH ENOFE
Director of Lands
Ministry of Lands, Surveys & Housing
Benin (— City)

Designation:

Signed, Sealed and Delivered by:
The Common Seal of IYAYI BROTHER NIG. LIMITED
is hereby affixed

In the presence of:

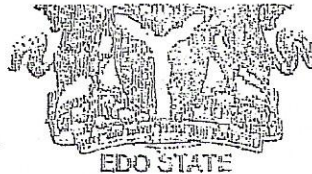
Name:

Address:

GPB 232/792/10,000

MANAGING DIRECTOR

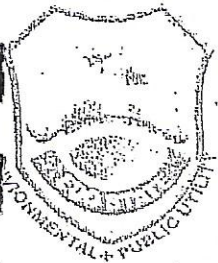
SECRET



EDO STATE

EDO STATE ENVIRONMENTAL & FORESTRY VERIFICATION COMMITTEE

Km 6, Sapele Road, Opposite Magistrate Court, Sapele Road, Benin City, Tel: 08023532469, 08033946150



EDVA.DR/VOL.1/50

Our Ref: _____

Your Ref: _____

Date: 7th October, 2013

The Permanent Secretary,
Ministry of Environment & Public Utilities,
2ND Floor,
Palm House,
Benin City

RE-OPENING OF DEMARCATION LINE BOUNDARY IN OWAN FOREST RESERVE AREA BC 12

Following the report of Mr. F.O. Edokpayi (Area Forest Officer, Ehor) in respect of demarcation lines and beacons discovered on the 17th September, 2013, in which this Committee was mandated to follow up, and report back dated on the 19/09/2013. This committee wishes to state that the Areas in question were inspected as directed and came up with the following findings:

1. The Compartments enumerated by the Area Forest Officer, i.e. 8, 9, 10, 11, 12, 17, 18, 20, 31, 32, 33, 34 and others were actually affected by the demarcation line boundaries.
2. The areas in question were de-reserved for Iyayi Brothers Nig Limited (now A & Hartman Limited) for farming.
3. That Certificate of Occupancy No. EDSR15666 was issued and duly signed on the 3rd of May 2006 by the Governor of Edo State.
4. That the sum of Eleven million, One hundred and forty--four thousand, nine hundred and seventy-three Naira (N11,144,973.00) was paid on the 21/5/2013 vide Revenue Receipt No. A003538525 as ground rent covering the period from 3-5-2006 to 31-12-2013 to Edo State Internal Revenue Generation Account.
5. That the revocation of de-reserved land in forest reserves in Edo State do not affect this farm land.

Attached are copies of the Certificate of Occupancy and Revenue Collector's Receipt for your information and necessary action, please.

Benini City.

Date 16th May, 2006

Our Ref: No..... LUC/B 7284/57

TYAXI BROTHERS (NIG) LTD

No. 6 - 12 Aghimien Street

15 JUL 68 0450Z

Reidin City

Dear Sir/အထွေထွေ/ဧည့်သည်/ဦး=

CONSENT TO MORTGAGE/ASSIGN/SUBLEASE/TRANSFER==

can directed to refer to your application for Consent to Mortgage/Transfer/Assign/Sublease

12 - 5 - 2006

and to inform you that consent has been granted

A & HATMAN LTD

Bill to Mortgage/Assign/Sublease/Transfer to

Interest in your property covered by Certificate of Occupancy No.

EDSR 15666 dated 3/5/06 and registered as No. 40 at page

40 in Volum CB 237. Benin as a security for the loan =

2. Note that the Mortgage/Assign/Sublease/Transfer document in respect of this consent must be registered within one year from the date of this letter in accordance with Instruments Registration Law Cap. 81 otherwise the consent now granted should be deemed expired at the expiration of the one year time limit mentioned above.

Yours sincerely,

[illegible]

UNIFIED TRUE COPY

MINISTRY OF LANDS, SURVEYS AND HOUSING
(LANDS DEPARTMENT)

P.M.B. 1072

BENIN CITY

Our Ref No. LA 4384/11

Date 28th November, 2013

A & Fatman Limited,

10, Murtala Mohammed Way,

Benin City.

Dear Sir/Madam/Chief/Di.

APPLICATION FOR CONSENT FOR SUBSEQUENT TRANSACTION
ON THE LAND UNDER THE LAND USE DECREE 1978

I am directed to refer to your application Ref No. LA 4384 of 09/09/13 for consent for subsequent transaction in the respect of the property, the particulars of which are as follow:

- | | | |
|-----|--------------------------|---------------------|
| (1) | Nature of Grant | Assignment |
| (2) | Date | 15/05/06 |
| (3) | Registration Particulars | 44/44/964 |
| (4) | Size of Land | 11,416.673 Hectares |

You are aware that in accordance with Land Use Decree, 1978 Certificate of Occupancy should precede a request for the granting of consent for subsequent transaction on the subject land.

The parcel of land for which you seek consent to Assign the improvements thereon has been considered and found to be developed for Residential/Industrial/Commercial/Agricultural purpose or to be within the limit of undeveloped land permitted by the Land Use Decree.

3. Accordingly, I am directed to inform you that His Excellency, the Governor has graciously consented to Assigning your interest on the Land to The Osonu Oil Palm Company PLC. you are allowed to use your Deed Documents as evidence of the land being vested in you for the required purposes.

4. This consent granted by the Governor does not cure any defects in the title of the Assignor/Sublessor/Mortgagor/Transferor as the Assignee/Sublessee/Mortgagee/Transferee etc. Indemnifies the Governor against all claims however arising from any defects in titles.

5. The Mortgage/Assignment/Transfer/Sublease document must be registered within one year from the date of this consent letter in accordance with the provision of instruments registration Law Cap 81 otherwise the consent now granted would be deemed withdrawn at the expiration of the one year time limit.

Yours faithfully,

J. O. Aghema-Enofe,
For Honourable Commissioner
Edo State of Nigeria.