

OKOMU MAIN ESTATE

ORIGINAL

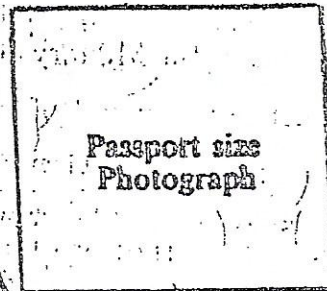
Form 1

33

1ST-6 (1971)



SECOND SCHEDULE
(SECTION 39 (2))



BENDEL STATE OF NIGERIA

State Land Law (Chapter 156 of Laws of Bendel State
of Nigeria)

Certificate of Occupancy No. BDR 6382

(STATUTORY RIGHT OF OCCUPANCY)

THIS IS TO CERTIFY THAT OKOMU OIL PALM COMPANY LIMITED
of Okomu-Udo and whose Postal Address is care Private Mail Bag
1449, 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 xxx date xxx day of xxx month of xxx year of this certificate xxx according to the true intent and meaning of the State 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 Military Governor of Bendel State of Nigeria (hereinafter called the Military Governor) or other person appointed by him and at such place as may be directed.

(a) the proportion of rent at the rate of ₦ 20.00 per hectare per annum applicable to the period (if any) from the said date of commencement to the thirty-first day of December, 1986, within two months from the date of this certificate; and thereafter—

(b) the yearly rent of ₦ 311,560.00 payable in advance on the first day of January each year, and

(c) the revised rent as hereinafter provided.

(2) To pay and discharge all rates, taxes, assessments, 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 occupier or occupiers thereof.

(3) To pay forthwith without demand to the Military Governor or other person appointed by him on the issue of this certificate (if not sooner paid) survey

(4) Within.....2(Two).....years from the date of the commencement of this right of occupancy to erect and complete on the said land the buildings or other purposes specified in detailed plans approved or to be approved by the Military Governor or other officer appointed by him such buildings or other works to be *(of the value of not less than ₹.....1,000,000.00.....

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

(5) To maintain in good and substantial repair to the satisfaction of the Military 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 Military 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 Military Governor in good and substantial repair to the satisfaction of the Military Governor all buildings on the said land erected in pursuance hereof which have not been removed with the consent of the Military 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 Military Governor first had and obtained except as authorised under the Law.

(12) To use the said Land only for.....Commercial/Farming.....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 Military 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 if less than years of the term shall remain, for the remainder of the term. If the Military Governor shall so revise the rent, he shall cause a notice in writing to be sent to the holder/holders informing him/them of the revision of the rent, and the holder/holders shall thereupon within one month of the date of the receipt of such notice or within seven days of the commencement of

without further demand pay to the Military Governor or other person appointed by him, the difference between the unrevised rent and the revised rent for the period (if any) 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 Military Governor or other

person appointed by him in lieu of the said yearly rent of N. 311,56.00..... such revised rent 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 or 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 occupiers/occupiers' covenants or agreements herein contained, then and in any of the said cases it shall be lawful for the Military 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 any right of action or remedy of the Military Governor for any antecedent breach of covenant by the holder/holders.

SCHEDULE

BENDEL STATE, NIGERIA

STATUTORY RIGHT OF OCCUPANCY No. BD

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

All that parcel of land at Okomu-Udo in Ovia Local Government Area of Bendel State of Nigeria containing an area of approximately 15.580 Hectares more particularly marked and delineated in the survey plan No. BR.2688 attached to these presents and bordered pink.

GIVEN under my hand and Seal this 18th day of October 1986

COLONEL JOSEPH MARK INLENGER
Military Governor
Bendel State of Nigeria

In the presence of:

Name: S. I. O. ESEALUKA
CHIEF LANDS OFFICER
BENDEL STATE

Address:

Designation:

Signature Sealed and Delivered by:
THE COMMON SEAL OF
OKOMU OIL PALM COMPANY LIMITED WAS HEREAUNTO AFFIXED)

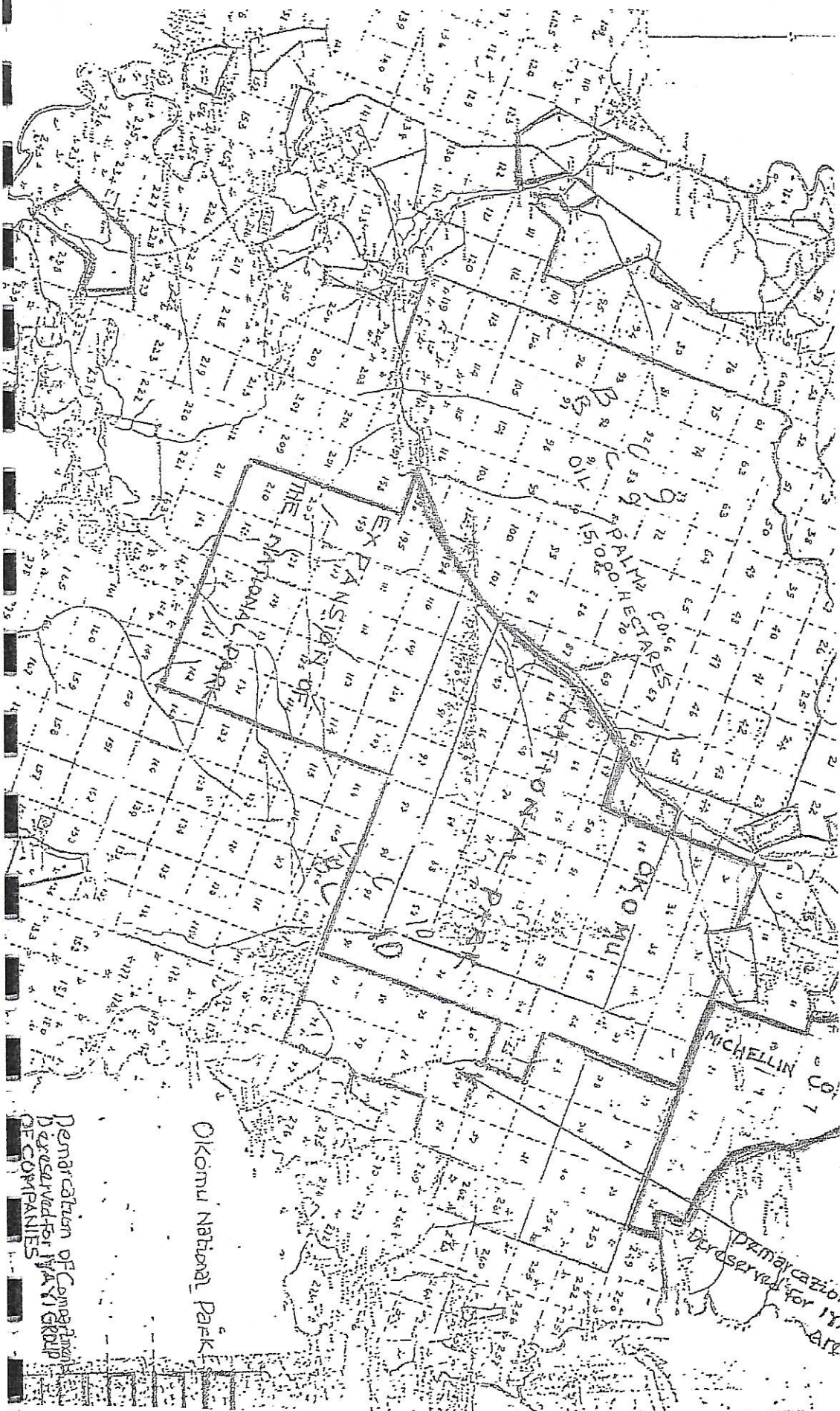
In the presence of:

Name:

Address:

GENERAL MANAGER

SECRETARY



Demarcation of Companies
 Reserved for 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Okomu National Park

Dzmalcazion
 Der oserved for 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100