

OKOMU EXTENSION 1



EDO STATE

MINISTRY OF AGRICULTURE AND NATURAL RESOURCES

P.M.B. 1060

BENIN CITY

EDO STATE OF NIGERIA

22^T/151.

17th July, 2009 19.....

Managing Director,
Group of Companies,
Road,
City.

DE-RESERVATION OF OKOMU FOREST RESERVE

am directed to confirm the de-reservations of portions
Forest Reserve Area BC 10 for Iyayi Regeneration,
Company Ltd and De-Imienfan.

is in sequel to the oversight in the extension of
under the National Park where some of the areas
to the National Park area.

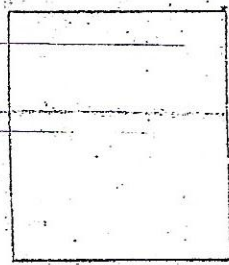
B. Umoru,
for Permanent Secretary,
Ministry of Agric. & Nat. Resources,
Benin City.



019/HA

EDO STATE

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 11988

(STATUTORY RIGHT OF OCCUPANCY)

THIS IS TO CERTIFY THAT..... AGHIMIEN AND COMPANY LIMITED.....
6/8 Aghimien Street, off Okhoro Road, Benin City and whose Postal
of

Address is care Post Office Box 5933, Benin City.....

(hereinafter called "the holder/holders") are entitled to a statutory right of occupancy
in and over the land described in the Schedule, hereto for a term of 60 (Sixty).....

years commencing from the 8th day of November, 19 93.....

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 Military administrator of Edo
State of Nigeria (hereinafter called the Military Administrator) or other person appointed
by him and at such place as may be directed.*

(a) the proportion of rent at the rate of N 70.00 per hectare per annum
applicable to the period (if any) from the said date of commencement to the thirty-first
day of December, 19 94....., within two months from the date of this certificate; and
thereafter-

(b) the yearly rent of N 40,520.50 payable in advance on the first day of January
each year, and

(c) the revised rent as hereinafter provided.

(d) Revision Periods: Every 5 (five) years.....

(2) To pay and discharge all rates, taxes, assessment, and other person
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 Administrator or other
person appointed by him on the issue of this certificate (if not sooner paid) survey fees
and other charges due in respect of the preparation and issue and registration of this certificate.

Administrator or other officer appointed by him such buildings or other works to be (of value of not less than N

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

(5) To maintain in good and substantial repair to the satisfaction of the Military Administrator 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 Administrator 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 Administrator in good and substantial repair to the satisfaction of the Military Administrator all buildings on the said land erected in pursuance hereof which have not been removed with the consent of the Military Administrator and all buildings already upon the said land at the commencement of the said term which have not been removed.

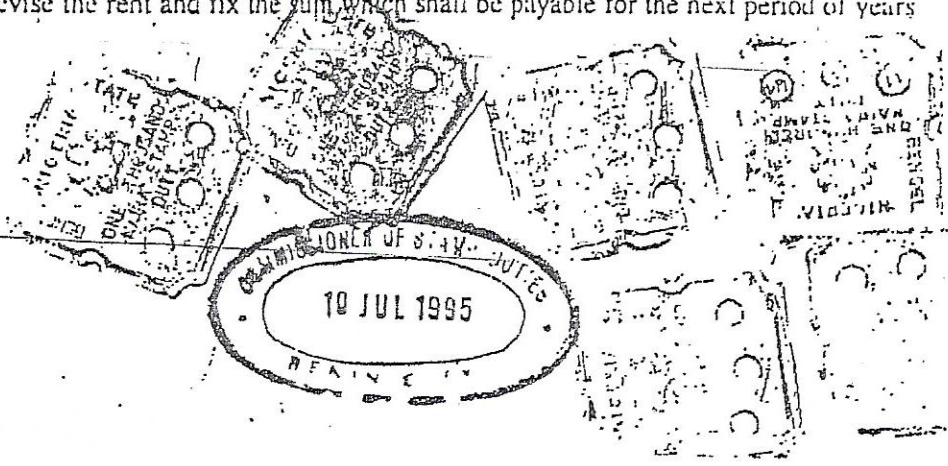
(10) Not to erect or build or permit to be erected or built on the said land any buildings other than those covenanted to be erected by virtue of this certificate of occupancy nor to make or permit to be made any addition or alteration to the said buildings to be erected or buildings already erected 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 Administrator first had and obtained except as authorised under the Law.

(12) To use the said Land only for 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 Administrator 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

OF THE RUTY THEREON HAS BEEN RECEIVED
BY THE DIVISION OF REVENUE
ON 14/7/95
BY DIVISION OF REVENUE



...of the term. If the
trator shall so revise the rent, he shall cause a notice in writing to be
holders informing him of the revision of the rent and the
all thereupon within one month of the date of the receipt of such notice
lays of the commencement of the period for which the rent has been
~~er shall last happen, without further demand pay to the Military~~
other person appointed by him, the difference between the unrevised
sed rent for the period (if any) between the date of revision and the
December in the year then current, and thereafter the holder shall pay
first day of January, in each year without demand to the Military
other person appointed by him in

arly rent of N 40,520.50 such revised rent as may for
payable in respect of the said land.

early rent for the time being payable in respect of the said land or any
be in arrears for a period of three months, whether the same shall or
n legally demanded, or if the holder/holders shall become bankrupt or
ion with creditors or enter into liquidation, whether compulsory or
there shall be any breach or non observance of any of the
ers covenants or agreements herein contained, then and in any of the
be lawful for the Military Administrator at any time thereafter to re-
d land or any part thereof in the name of the whole and thenceforth
same as if the right of occupancy had not been granted but without
right of action or remedy of the Military Administrator for any
of covenant by the holder/holders.

EDO STATE, NIGERIA

STATUTORY RIGHT OF OCCUPANCY NO: ED

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

That parcel of land known and referred to as Government Forest
Use Okomu in Ovia South West Local Government Area of Edo State
Nigeria, containing an area of approximately 2026.019 hectares,
particularly marked and delineated in the Survey plan No.
J-9, attached to these presents and bordered pink.

Under my hand and seal this 14th day of September, 19 1977

[Signature]
LT. COL. MOHAMMED ABUL-SALAM CHUKA

Military Administrator
Edo State of Nigeria.

Presence of: *[Signature]*

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.....

COMPASS SEAL OF AGRI-MINER AND COMPANY LIMITED.
~~Sealed and Delivered by~~

HEREUNTO AFFIXED.

Presence of:

.....
.....

STARY.

[Signature]

MANAGING DIRECTOR *[Signature]*

LH 1750



EDO STATE

SECOND SCHEDULE
(SECTION 39 (2))



Passport size
Photograph

EDO STATE OF NIGERIA

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

2117, 208HA

ate of Occupancy No. EDS/R/13733

(STATUTORY RIGHT OF OCCUPANCY)

CERTIFY THAT IYAYI BROTHERS (NIG) LTD.

Minien Street, Off Okhoro Road, and whose Postal Address
is Office Box 5033, Benin City.

is/are entitled to a statutory right of occupancy
of the land described in the Schedule, hereto for a term of 29 (thirty) years

commencing from the 7th day of December, 19 99
in accordance with the true intent and meaning of the applicable Land Law and subject to
the provisions hereof and to the following special terms and conditions:

1. The holder/holders shall pay in advance without demand to the Governor of Edo State
(hereinafter called the Governor) or other person appointed by him in that behalf
may be directed.

2. The holder/holders shall pay a proportion of rent at the rate of N 10,000.00
per hectare per annum for the first period (if any) from the said date of commencement to the thirty
first day of January, 2000, within two months from the date of this certificate.

3. The holder/holders shall pay a proportion of rent of N 700,000.00
payable in advance on the first day of January, and

4. The holder/holders shall pay the proportion of rent as hereinafter provided.

5. The proportion of rent shall be payable in Periods: Every 5 (five) Years.

6. The holder/holders shall pay and discharge all rates, taxes, assessment, and other impositions
which shall at any time be charged, assessed, or imposed on the land or any building
thereof or any building thereon, or upon the occupier or occupiers thereof.

7. The holder/holders shall pay forthwith without demand to the Governor or other person appointed
in that behalf by the Governor the proportion of the issue of this certificate (if not sooner paid) survey fees and other
charges in respect of the preparation and issue and registration of this certificate.

Two thousand five hundred & no/1000

Dedg

(4) Within ^(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 Governor or other officer appointed by him such buildings or other works to be ^(of the value of not less than N100,000,000.00)

(in words One hundred million Naira) 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 hereof 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 Rubber Plantation purposes.

(13) 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 if 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/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 the period for which the rent has been revised, whichever shall last happen, without further

and pay to the 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 Governor or other person appointed by him in

of the said yearly rent of N. 120,000.50 such revised rent is 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 occupier's/occupiers' 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 the forth 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 Governor for any antecedent breach of covenant by the holder/holders



SCHEDULE

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 referred to as Okoma in Ovia South West Local
Government Area of Edo State of Nigeria, containing an area of 2187.00
square metres, more particularly marked and delineated on
plan No. 1015 D, attached to these (present and former) plans.

GIVEN under my hand and Seal this 10th day of July 1960

CHIEF EXECUTIVE OFFICER
EDO STATE OF NIGERIA

Orakhe

In the presence of: **G. G. AIHIE**
Director of Lands
Name: Director of Lands & Surveys
Governor's Office
Benin City.
Address:

Designation:

Signed, Sealed and Delivered by
THE COMMON SEAL OF IYAYI BROTHER ARE
HEREIN AFFIXED.

In the presence of: *unibo*
Name: *MRS. R. I. UGBO*
Address: *Min. of Lands*
Benin City

C. J. ...
MANAGING DIRECTOR

GPB 232/792/10,000

[Signature]
SECRETARY