



VOLUME TWO

# ANNEXURE

# 1-11

OF

***THE REPORT OF THE SPECIALIZED  
TECHNICAL COMMITTEE  
ON THE LEGALITY OF THE  
ALLEGED ACQUISITION OF  
OBAJANA CEMENT COMPANY PLC  
BY DANGOTE CEMENT COMPANY LIMITED***

*Submitted to*

HIS EXCELLENCY

**ALHAJI YAHAYA BELLO**

GOVERNOR OF KOGI STATE

**SEPTEMBER, 2022**

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# Annexure 1. DCP 2

2517

W050/12/02

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COUNTERPART

AGREEMENT

BETWEEN

KOGI STATE GOVERNMENT OF NIGERIA

AND

DANGOTE INDUSTRIES LIMITED



THIS AGREEMENT is made this 30<sup>th</sup> day of July 2002 BETWEEN KOGI STATE GOVERNMENT OF NIGERIA (hereinafter called "the State") which expression shall wherever the context so admit include its successors-in-title and assigns) of the one part;

AND

DANGOTE INDUSTRIES LIMITED a company duly incorporated in Nigeria and having its registered/head office situate at 3 Osborne Road Ikoyi, Lagos (hereinafter called "DIL") which expression shall (wherever the context so admit include its successors-in-title and assigns) of the other part;

1. WHEREAS:

- DULY STAMPED**  
COMMISSIONER OF STAMP DUTIES
- a. The State is desirous of attracting investors into the state, creating job opportunities for its indigenes and making an effective and efficient utilization of the State's mineral resources and in particular its vast lime stone deposits;
  - b. In order to actualise the aspiration of the State and its people to exploit and utilize the abundant raw materials for the establishment in the state of a cement manufacturing plant (hereinafter referred to as "the Project"); The State has invited DIL to consider equity participation in the project.
  - c. The Project has been at the conceptual stage since 1992 and preliminary feasibility study carried out on same;
  - d. The representatives of the State and DIL have held several meetings, site inspections and reviewed the existing feasibility studies;



- e. DIL has accepted to participate in the project by way of equity holding in a company and general funding of the Cement Project;
2. NOW THEREFORE, in consideration of the foregoing and of the respective agreements and undertakings set forth in this Agreement, the parties agree as follows:
- 1. DIL, in line with its existing corporate programme for cement manufacturing projects in Nigeria will set up a comprehensive, state of the art cement manufacturing plant with an installed capacity of 10,000 (Ten Thousand Metric Tonnes) per day or 3,500,000 metric tonnes per annum.
  - 2. To ensure the realisation of this objective, parties have agreed:
    - (a) To set aside the previous feasibility study conducted in the project on behalf of the state on the basis of 1,500,000 (One million five hundred thousand) metric tonnes per annum.
    - (b) DIL shall conduct further verification of site data on existing mining rites obtained by the company for raw materials in order to meet the company's raw material requirement;
  - 3. It is hereby acknowledged and agreed that:
    - (a) Obajana Cement Company Plc with certificate of Incorporation No. RC 208767 dated 4<sup>th</sup> November, 1992 is solely owned by the State;
    - (b) Prospecting Right (numbered PR No.14 of 2001 No.0053) was issued exclusively to the company;

- (c) Certificate to enter and erect beacons dated 11<sup>th</sup> September, 2002 and approval for exclusive prospecting license No. 17087 dated 19<sup>th</sup> March, 2002 with reference No. EPL/17087/19 both issued by the Federal Ministry of Solid Minerals Development were all issued to the Company.
4. The existence of the following documents are duly acknowledged:
- (i) The Memorandum and Articles of Association of the Company;
  - (ii) Letter of consent by the Oworo Community in Lokoja Local Government Area to the Company to mine raw materials.
5. The parties have agreed to take steps to acquire adjacent limestone deposits to the sites allocated to the company to meet its raw materials requirement.
6. The Company shall be the vehicle for the actualisation of the project.

#### COMPANY EQUITY STRUCTURE AND FUNDING

7. The State, being the sole owner of the Company, hereby offers, and DIL accepts the transfer of 90% of the total shareholding in the Company.
8. The parties shall be responsible for the project funding in equal proportion to their equity shareholding in the company.
9. The State shall be at liberty to sell up to 50% of its 10% equity i.e. 5% (five percent) in the Company to indigenes of Kogi State by public offer or by private placement within three [3] months of the signing of this agreement, provided always that pending the due sale to indigenes of Kogi State of the said shares, whether before or after the

expiration of the three months of the signing of this agreement, the said shares shall be held in trust by the State for this exclusive purpose.

10. A debenture will be floated to finance the project and shall be subscribed to in proportion to the equity structure of the company.
11. DIL shall source funds for the entire funding obligation of the project including that of the state and up to 5% of the State's portion of the equity immediately. All interest charges accruing from the sourcing of funds are to be borne by DIL during the 3 years period only: Provided that the total value of the State's funding for the project shall have been received as and when due.
12. In view of the huge capital requirements for the project, it is further agreed that the State shall pay for its 5% funding requirement in three (3) equal installments staggered over a period of three (3) years. The first installment payment of the state's share of that 5% of the project funding shall be paid within a period of six months to one year after the signing of this agreement.
13. The state shall use its best endeavours to ensure the grant to the company tax relief and exemption from levies and other charges by the state for a period of seven (7) years from the date of commencement of production.
14. The State agrees to pledge its share certificate in respect of its 10% shareholding to DIL as collateral for the loan advanced to the State to meet its part of funding for the project.
15. The parties agreed that the authorised share capital of the company shall be called up and fully paid within three (3) months of signing this Agreement.



## MISCELLANEOUS

16. All formal legal and administrative requirements regarding the transfer of the shares of the company to DIL by the state shall be completed within twenty-one (21) days of signing this Agreement.
17. All existing liabilities of the Company prior to the signing of this Agreement shall be borne by the State.
18. The parties agree that the State shall not be entitled to lay any claim to any sum that may have accrued on its share holding as dividend in the event of its failure to meet its funding obligations as provided in this Agreement.
19. The State Government shall be represented on the Board of Directors irrespective of shareholding.
20. Parties agree that in order to establish and/or promote the brand name of the company's product, DIL is to commence the packaging and marketing of cement bearing the logo of the company from its existing facilities in Lagos and Port Harcourt.

## INDEMNITY

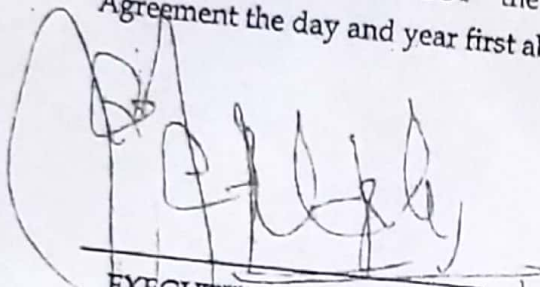
21. The State confirms that it has the right to make the transfer of shares made under this Agreement and holds itself liable to indemnify DIL against all adverse claims or other impediments regarding the said transfer.

## ARBITRATION

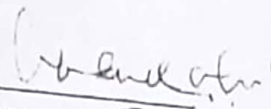
22. Any dispute controversy of claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by one or more arbitrators appointed in accordance with the

Aribtration and Conciliation Act Laws of the Federation of Nigeria  
Cap 19, 1990.

AS WITNESS WHEREOF the parties hereto have executed this  
Agreement the day and year first above written.



EXECUTIVE GOVERNOR 30/07/02  
KOGI STATE

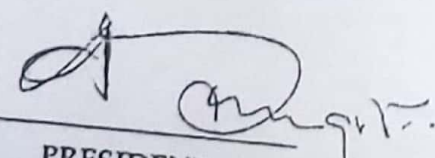
  
ATTORNEY GENERAL  
KOGI STATE

In the presence of

Signature : \_\_\_\_\_  
Name : Alhaji Usman J. Nwankwo  
Title : Hon. Commissioner, Min  
Address : Solid Minerals & Industry, Lagos

The Common Seal of the within-named  
DANGOTE INDUSTRIES LIMITED  
was hereunto affixed in the presence of:

IN WITNESS WHEREOF  
I HAVE HEREON SET MY  
HANDS AND SEAL  
THIS 15th DAY OF JULY 2002  
AT KOGI STATE  
COMMISSIONER OF LANDS

  
PRESIDENT

CHECKED BY  
Zalheineh '2-  
15/12/02  
MR. Adam  
SECRETARY



862/86-**Annexure 2 DCP 3**  
**COUNTERPART** 05/05/03 (4)

THIS SUPPLEMENTAL AGREEMENT is made the 14<sup>th</sup> day of FEBRUARY 2003  
BETWEEN KOGI STATE GOVERNMENT OF NIGERIA (hereinafter called "the  
State) which expression shall where the context so admits include its successors-in-office  
and assigns of the one part;

AND

DANGOTE INDUSTRIES LIMITED, a Company duly incorporate in Nigeria and  
having its registered/head office at 1 Alfred Rewane Road, Ikoyi Lagos (hereinafter called  
"DIL") which expression shall where the context so admits include its successors-in-  
title and assigns of other part;

WHEREAS:

1. The parties had entered into an Agreement ("the Main Agreement") for the  
Establishment in the state of a Cement Manufacturing Plant ("the Project")

Owing to the huge capital outlay of the project, the parties had revised the  
main agreement and now agree to amend the provisions of the main  
agreement in the manner appearing below.

**1. COMPANY EQUITY STRUCTURE AND FUNDING**

1.1 Clause 7 of the main agreement is amended to read as follows:

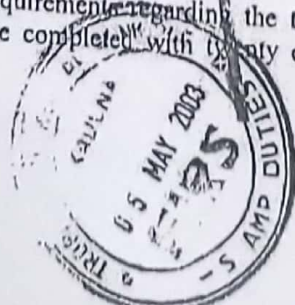
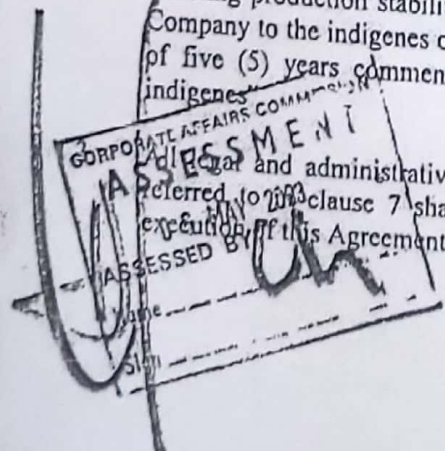
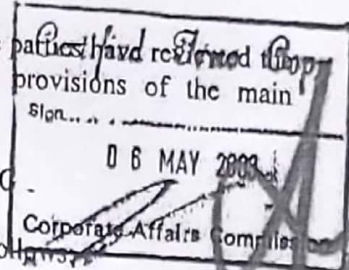
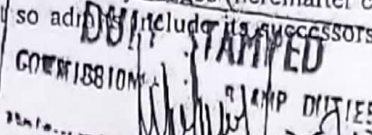
"The State, being the sole owner of the company hereby offers and DIL accepts  
the transfer of 100% of the total shareholding in the Company. Provided that  
upon successful completion and commissioning of the project and attaining  
production stability, the State shall have the option of acquiring 5% equity shares  
in the company's shareholding at any time within a period of five (5) years  
commencing from the date a formal offer is made to the State".

Clause 8, 10, 11, 14 and 15 are deleted from the main Agreement. In their place, a  
new clause 8 is substituted as follows:

"DIL shall, upon successful completion and commissioning of the project and  
attaining production stability, offer 5% equity shares in the shareholding of the  
Company to the indigenes of the State which offer shall remain valid for a period  
of five (5) years commencing from the date a formal offer is made to the  
indigenes".

Legal and administrative requirements regarding the transfer of the shares  
referred to in clause 7 shall be completed with in twenty one (21) days of the  
execution of this Agreement.

CO94185 for 14250 of 6/5/03





1.4 Clause 9 of the Main Agreement is amended to read as follows:

"The State shall be represented by one Director on the Board of the Company irrespective of its shareholding. Provided that the state's nominee shall be agreeable to DIL. It is also expressly agreed and understood that where in the opinion of DIL, the performance or conduct of any Director nominated by the State is or becomes prejudicial to the growth and success of the Company, DIL may, by a formal letter, request the replacement of such Director and the State shall so oblige".

2. SAVE as herein amended, all other clauses in the Main Agreement shall remain valid, subsisting and binding on the parties.

WHEREOF the within named parties have hereunto executed this Agreement the day and year above written.

SIGNED ON BEHALF OF THE WITHIN NAMED KOGI STATE  
GOVERNMENT BY

EXECUTIVE GOVERNOR, KOGI STATE

in the presence of:

ATTORNEY GENERAL, KOGI STATE



THE COMMON SEAL OF THE WITHIN NAMED DANGOTE INDUSTRIES LIMITED  
was hereunto affixed in the presence of:

DIRECTOR

I CERTIFY THAT THE FULL AND  
PROPER DUTY HAS BEEN PAID  
GOVERNMENT OF KOGI STATE  
INSURANCE OF VALUE IN HIS  
IS THE DUPLICATE  
COUNTERPART

COMMISSIONER OF STAMP DUTIES

SECRETARY

CHECKED BY

Zelhamu H. D.  
5/05/03



# ANNEXURE 3

## Dangote Industries Ltd. RC 71242

MARBLE HOUSE: NO. 1, ALFRED REWANE ROAD, FALOMO, IKOYI,  
P.M.B. 40032 FALOMO, IKOYI, LAGOS-NIGERIA  
☎: 01-2695108, 2695109, 2695110 FAX: 01-2695009, 2695316  
E-MAIL: dangote@dangote-group.com

Wednesday, September 08, 2004

HIS EXCELLENCY,  
THE EXECUTIVE GOVERNOR OF KOGI STATE,  
GOVERNMENT HOUSE,  
LOKOJA.

Dear Sir,

APPLICATION FOR STATUTORY CONSENT TO ASSIGN PROPERTY  
COVERED BY CERTIFICATE OF OCCUPANCY No. KG6111 TO  
OBAJANA CEMENT PLC

We wish to apply for your statutory consent to assign our property covered by Certificate of Occupancy Number KG6111 to Obajana Cement Plc for a consideration of Three Million Naira only (₦3.0M).

We do hope that our application will receive your kind consideration and approval please.

Yours faithfully,

DIRECTOR

SECRETARY

#### DIRECTORS:

Alhaji Aliko Dangote (DON) (President/Chief Executive), Alhaji Sani Dangote (Vice President)  
Knut Olvmoen (Norwegian) (Group Managing Director/Chief Operating Officer), Alhaji Abdu Dantata (Executive Director), DVG Edwin (Indian) (Executive Director),  
Alhaji Sadi Ladan Bakr (Executive Director), Olakunle Alake (Executive Director), Alhaji Tajudeen Sijuade (Executive Director), Sadik Alimohamed, FCCA (British).





Ref. No. LAN/ARO/RES/20,630/T/19  
 Ministry of Environment and Physical  
 Development,  
 P.M.B 1061,  
 Lokoja, Kogi State.

Date 25 - 10 - 04  
 20

DANGOTE INDUSTRIES LIMITED,  
 NO.1 ALFRED REWANE ROAD,  
 MARBLE HOUSE,  
 IKOYI, LAGOS.

Dear Sir/Madam,

**APPROVAL OF \*SUBLEASE/MORTGAGE/ASSIGNMENT**  
**OF ALL INTEREST OVER A PIECE OF LANDED PROPERTY SITUATED AT**  
**OBAJANA, TO OBAJANA CEMENT PLC., OF NO.1, ALFRED REWANE ROAD,**  
**MARBLE HOUSE, IKOYI, LAGOS.**

I am directed to refer to your ~~letter~~ APPLICATION of 04-10-2004

And to inform you that the \*Sublease/Mortgage/Assignment of ALL INTEREST OVER A PIECE OF  
 LANDED PROPERTY SITUATED AT OBAJANA, TO OBAJANA CEMENT PLC., OF NO.1  
 ALFRED REWANE ROAD, MARBLE HOUSE, IKOYI, LAGOS.

has been approved by the state Governor for N 3,000,000.00  
 (THREE MILLION NAIRA ONLY)

25 - 10 - 2004

with effect from

Subject to the submission of a satisfactory deed of \*sublease  
 /Mortgage/Assignment within four months, and payment of stamp duty and registration fee. If a satisfactory deed \* /  
 Sublease/Mortgage/Assignment is not received for Registration within four months, then a penal rent of 10k per day  
 will automatically be imposed after four months, with effect from the date of this letter, and will remain in force until  
 the satisfactory deed is received in this office for registration.

Yours faithfully,

(ALHAJI MOHAMMED A. SADIQ)  
 HONOURABLE COMMISSIONER.

Copy to:

The Area Lands Officer,

Above for your information. Your file Reference is No. ....

Delete as appropriate

Director of Lands



# ANNEXURE 5

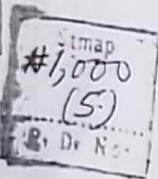
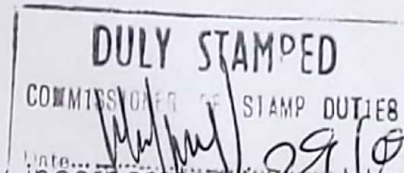
CERTIFIED TRUE COPY

Registrar Of Deeds

THIS DEED OF ASSIGNMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2004, BETWEEN **Dangote industries Limited**, a company incorporated in and having its registered office at No. 1 Alfrd Rewane Road, Ikoyi, Lagos, Nigeria, (hereinafter referred to as the "Transferor" which expression shall, where the context so admits include its successors-in-title and, or assigns) of the one part;



AND



**OBAJANA CEMENT PLC**, a company incorporated in and having its registered office at Lokoja/Okene Road, Kogi State, Nigeria (hereinafter referred to as the "Transferee" which shall, where the context so admits include its successors-in-title and assigns) of the second part;

## WHEREAS

- A. By virtue of Certificates of Occupancy Nos. K.G. 6110 (hereinafter described as the Certificate) and more particularly described in the Schedule to this Assignment the Transferor acquired rights of occupancy from the Governor of Kogi State, for ninety nine years commencing from the 9<sup>th</sup> day of May 2003, over the properties (hereinafter referred to as "the Lands") to which the Certificates relate.
- B. The Transferor has agreed to assign to the Transferee, the residue of its interest in the said lands.

WITNESSETH AS FOLLOWS:

1. In pursuance of this agreement and in consideration for the sum of N3,500,000 (Three million Five Hundred Thousand Naira) paid by the Transferee to the Transferor (the receipt whereof the Transferor hereby acknowledges) the Transferor as holder of the Rights of Occupancy hereby assigns to the Transferee ALL THAT property known, situate and lying at Obajana, Kogi State, and more particularly in the Schedules to this Assignment, with all rights, easements and things appurtenant thereto TO HOLD same unto the Transferee, its successors-in-title and assigns as holder of a statutory right of occupancy subject to the consent of the Governor under the provisions of the Land Use Act 1978 and it shall be the duty of the Transferor to obtain the said consent.
2. The Transferor, with the object and intention of affording the Transferee a full and sufficient indemnity in respect of the property herein assigned covenant as follows:
  - (a) that the Transferee shall have vacant possession of the property with effect from the date of assignment
  - (b) that the Transferee shall peaceably hold and enjoy the property without any interruption by the Transferor or any other person claiming through, under or in trust for the Transferor.
  - (c) To indemnify the Transferee against all claims from other person or persons interested in the property.
3. The Transferee hereby covenants with the Transferor henceforth during the continuance of the term of the Assignments to pay the rents reserved thereby and observe the covenants therein contained under and by virtue of the Certificates of Occupancy.





## KOGI STATE OF NIGERIA

LAND USE DECREE, 1978  
(1978 No. 6)

## CERTIFICATE OF OCCUPANCY No. KG.6110.

*This is to Certify That* DANGOTE INDUSTRIES LTD.  
WHOSE ADDRESS IS P.M.B. 40032 PALOMO, IKOYI LAGOS

(hereinafter called the holder/~~holders~~ which term shall include any person/~~persons~~ is/~~are~~ entitled to a right of occupancy in and over the land described in the Schedule, and more particularly delineated in the plan annexed hereto, for a term of **NINETY-NINE** years commencing from the **9TH** day of **MAY** **2003** according to the true intent and meaning of the Land Use Act of 1978 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, ~~Military~~ Governor's Office (hereinafter called the ~~Military~~ Governor) or other person appointed by him—
  - (a) the annual ground rent at the rate of **N19,500.00** per annum applicable to the period (if any) from the said date of commencement to the thirty-first day of December, **19** 2003, within two months from the date of this certificate; and thereafter—
  - (b) the yearly rent of **N19,500.00** on the first day of January in each year, and
  - (c) the revised rent as hereinafter provided;
- (2) To pay and discharge all rates, assessment, and impositions whatsoever which shall at any time be charged, assessed, or imposed on the said land 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 on this certificate all survey fees, registration fees and other charges due in respect of the preparation and issue and registration of this certificate.
- (4) Within **Three** years from the date of the commencement of this right of occupancy to erect and complete on the said land the buildings or other works specified in detailed plans approved or to be approved by the Approving Authority or other officer appointed by the ~~Military~~ Governor, such buildings or other works to be
 

\*[of the value of not less than ₦

\*[of each building with being the total value of all buildings on the land to be erected and completed in accordance with such plans and to the satisfaction of the said Approving Authority or other officer appointed by the ~~Military~~ Governor.

(5) To maintain in good and substantial repair to the satisfaction of the Director of Lands, Lands department, ~~Military~~ Governor's Office, or other officer appointed by the ~~Military~~ Governor all buildings on the said land [whether now erected or to be erected in pursuance of sub-clause (4) hereof].

\*Delete whichever is applicable.



day of December in the year then current; and thereafter the holder/~~holder~~ shall pay in advance on the first day of January in each year without demand to the Director of Lands or other person appointed by him in lieu of the said yearly rent of ₦19,500.00 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 of any part thereof shall be in arrears for the space of three months, whether the same shall or shall not have been legally demanded, or if the holder/~~holder~~ 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/~~occupier's~~ 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 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/~~holder~~.

DATED this

day of

Given under my hand the day  
and year above written.

09/05/03  
PRINCE ABUBAKAR AUDU  
~~Prin~~ Governor/~~Prin~~  
Kogi State of Nigeria

20. 2ND 1ST 3RD  
 GOVERNOR OF ANY  
 1 to the location  
 2 the said land  
 3 time, or eight  
 4 Governor in  
 5 all buildings  
 6 removed with the  
 7 said land at the  
 8  
 9 he said land any  
 10 certificate of oc-  
 11 cation to the said  
 12 in accordance  
 13 with the Appointing  
 14 Officer.  
 15 part thereof by  
 16 at or otherwise  
 17 obtained.  
 18  
 19 IN WITNESS WHEREOF,  
 20 I, the GOVERNOR, at  
 21 Lagos, this 19th day  
 22 of May, 1978.  
 23  
 24

PART 1  
 RESIDENTIAL, COMMERCIAL AND INDUSTRIAL LAND  
 OBAJANA  
 LOKOJA LOCAL GOVERNMENT AREA  
 KOGI STATE OF NIGERIA  
 L.P.K 083  
 BASED ON OBAJANA

-*Barings*  
 J. F. O. BAKSA  
 SURVEYOR-GENERAL  
 9th MAY 200

R. of O. K.G. 6110  
 LAND GRANTED TO DANANGOT  
 INDUSTRIES LTD  
 PLOT No 2 BASED ON OBAJANA  
 AS VERGED RED ON THIS PLAN  
 CERTIFIED TRUE COPY OF THE ORIGINAL

-*Barings*  
 SUPERIOR-GENERAL  
 DATE 09-05-93



25 of vacancy  
 26 10 per cent of  
 27 the sum which  
 28 of, if less than  
 29 10 per cent, over-  
 30 he sent to the  
 31 holder/holders  
 32 of the land  
 33 as been received,  
 34



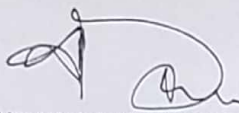



IN WITNESS WHEREOF the parties have hereunto caused their common seals to be affixed the day and year first above written.

THE SCHEDULE REFERRED TO:

The Certificate of Occupancy No. KG 6110 dated 9<sup>th</sup> day of May 2003 and issued by Kogi State Government in favour of **DANGOTE INDUSTRIES LIMITED** and registered as No. 8 at Page 8 in Volume III in the Lands Registry at Lokoja, Kogi State.

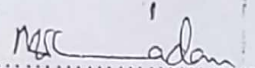
THE COMMON SEAL of the within-named Transferor was hereunto affixed in the presence of:

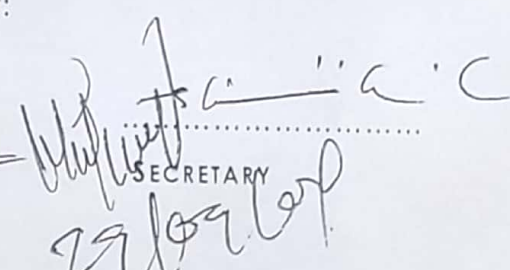
X  .....  
DIRECTOR

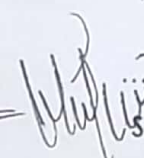
 .....  
SECRETARY

OPINION  
ST. 11001  
DIT  
AND  
COMMISSIONER  
KADUNA

THE COMMON SEAL of the within-named Transferee was hereunto affixed in the presence of:

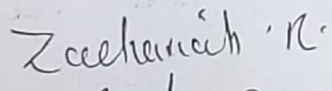
 .....  
DIRECTOR

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SECRETARY

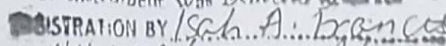
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CONFIRMED

I CONSENT TO THE TRANSACTION HEREIN CONTAINED  
DATED THE .....DAY OF .....200...

  
28/04/04 GOVERNOR OF KOGI STATE

This Instrument is Registered as  
No. 43 at Page 43 in  
Vol. VII (MISC.)  
of the Lands Registry in the Office at  
Lokoja  
Registrar of Lands

This Instrument was Delivered to me for  
REGISTRATION BY   
H.H. 15 Adamawa Rd. Kaduna  
AT 12:55 PM ON 01 CLOCK IN THE FORE/AFTER  
NOON THIS 29<sup>th</sup> DAY OF Oct 19 2004  
REGISTRAR OF DEEDS



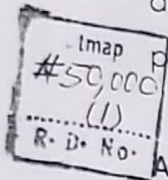
1,787/1,787

**ANNEXURE 1**

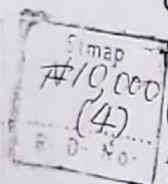
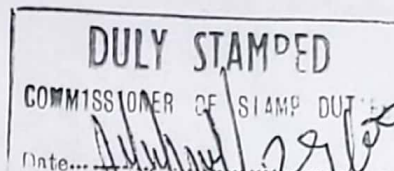
CERTIFIED TRUE COPY

Willms  
Registrar Of Deeds

THIS DEED OF ASSIGNMENT is made this                      day of  
2004, BETWEEN **Dangote industries Limited**, a company  
incorporated in and having its registered office at No. 1 Alfrd  
Rewane Road, Ikoyi, Lagos, Nigeria, (hereinafter referred to as  
the "Transferor" which expression shall, where the context so  
admits include its successors-in-title and, or assigns) of the one  
part;



AND



**OBAJANA CEMENT PLC**, a company incorporated in and having its  
registered office at Lokoja/Okene Road, Kogi State, Nigeria  
(hereinafter referred to as the "Transferee" which shall, where  
the context so admits include its successors-in-title and assigns)  
of the second part;

#### WHEREAS

- A. By virtue of Certificates of Occupancy Nos. K.G. 6111  
(hereinafter described as the Certificate) and more  
particularly described in the Schedule to this Assignment  
the Transferor acquired rights of occupancy from the  
Governor of Kogi State, for ninety nine years commencing  
from the 9<sup>th</sup> day of May 2003, over the properties  
(hereinafter referred to as "the Land") to which the  
Certificates relate.
- B. The Transferor has agreed to assign to the Transferee, the  
residue of its interest in the said lands.

WITNESSETH AS FOLLOWS:

A handwritten signature in ink, possibly reading "J. O. Ojo".

1. In pursuance of this agreement and in consideration for the sum of N3,000,000 (Three million Naira) paid by the Transferee to the Transferor (the receipt whereof the Transferor hereby acknowledges) the Transferor as holder of the Rights of Occupancy hereby assigns to the Transferee ALL THAT property known, situate and lying at Obajana, Kogi State, and more particularly in the Schedules to this Assignment, with all rights, easements and things appurtenant thereto TO HOLD same unto the Transferee, its successors-in-title and assigns as holder of a statutory right of occupancy subject to the consent of the Governor under the provisions of the Land Use Act 1978 and it shall be the duty of the Transferor to obtain the said consent.
2. The Transferor, with the object and intention of affording the Transferee a full and sufficient indemnity in respect of the property herein assigned covenant as follows:
  - (a) that the Transferee shall have vacant possession of the property with effect from the date of assignment
  - (b) that the Transferee shall peaceably hold and enjoy the property without any interruption by the Transferor or any other person claiming through, under or in trust for the Transferor.
  - (c) To indemnify the Transferee against all claims from other person or persons interested in the property.
3. The Transferee hereby covenants with the Transferor henceforth during the continuance of the term of the Assignments to pay the rents reserved hereby and observe the covenants therein contained under and by virtue of the Certificates of Occupancy.





KOGI STATE OF NIGERIA

LAND USE DECREE, 1978  
(1978 No. 6)

## CERTIFICATE OF OCCUPANCY No. KG.6111

*This is to Certify That* DANGOTE INDUSTRIES LTD.  
WHOSE ADDRESS IS P.M.B. 40032, TALOMO IKOMI LAGOS

(hereinafter called the holder) which term shall include any person ~~transferee~~ is ~~entitled~~ to a right of occupancy in and over the land hereto, for a term of **NINETY-NINE**

years commencing from the **9TH** day of **MAY** **2003**

according to the true intent and meaning of the Land Use Act of 1978, 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, ~~Military~~ Governor's Office (hereinafter called the ~~Military~~ Governor) or other person appointed by him—  
(a) the annual ground rent at the rate of N 35,000.00

per annum applicable to the period (1 m) from the said date of commencement to the thirty-first day of December, **2003**, within two months from the date of this certificate; and thereafter—

- (b) the yearly rent of N 35,000.00 on the first day of January in each year; and
- (c) the revised rent as hereinafter provided.

(2) To pay and discharge all rates, assessment, and 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 all survey fees, registration fees and other charges due in respect of the preparation and issue and registration of this certificate.

(4) Within **Three** years from the date of the commencement of this right of occupancy to erect and complete on the said land the buildings or other works specified in detailed plans approved or to be approved by the Approving Authority

or other officer appointed by the ~~Military~~ Governor, such buildings or other works to be

\*[of the value of not less than N

\*[of such value as will bring the total value of all these buildings to N

and to be erected and completed in accordance with such plans and to the satisfaction of the said Approving Authority or other officer appointed by the ~~Military~~ Governor.

(5) To maintain in good and substantial repair to the satisfaction of the Director of Lands, Lands department, ~~Military~~ Governor's Office, or other office, appointed by the ~~Military~~ Governor all buildings on the said land (whether now erected or to be erected in pursuance of sub-clause (4) hereof).

\*Delete whichever inapplicable.

any of December in the year then current; and thereafter the holder/~~holder~~ shall pay in advance on the first day of January in each year without demand to the Director of Lands or other person appointed by him in lieu of the said yearly rent of N 35,000.00 such revised rent as may for the time being be payable in respect of the said land.

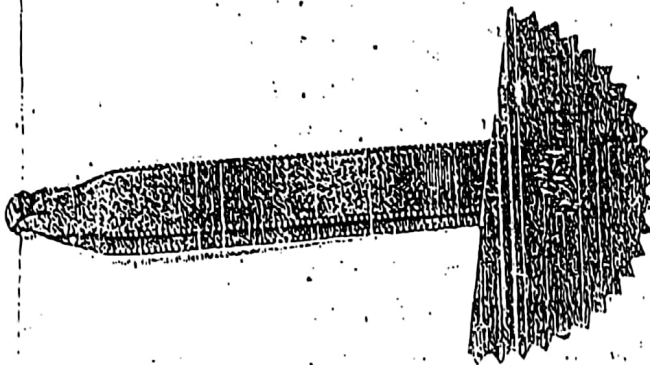
(2) If the yearly rent for the time being payable in respect of the said land of any part thereof shall be in arrears for the space of three months, whether the same shall or shall not have been legally demanded, or if the holder/~~holder~~ become bankrupt or make a composition with creditors or enter into liquidation, whether compulsory or voluntary, or if there shall be any breach or non-observance of any of the occupier's/~~occupier's~~ 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 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/~~holder~~.

DATED this

day of

Given under my hand the day  
and year above written.

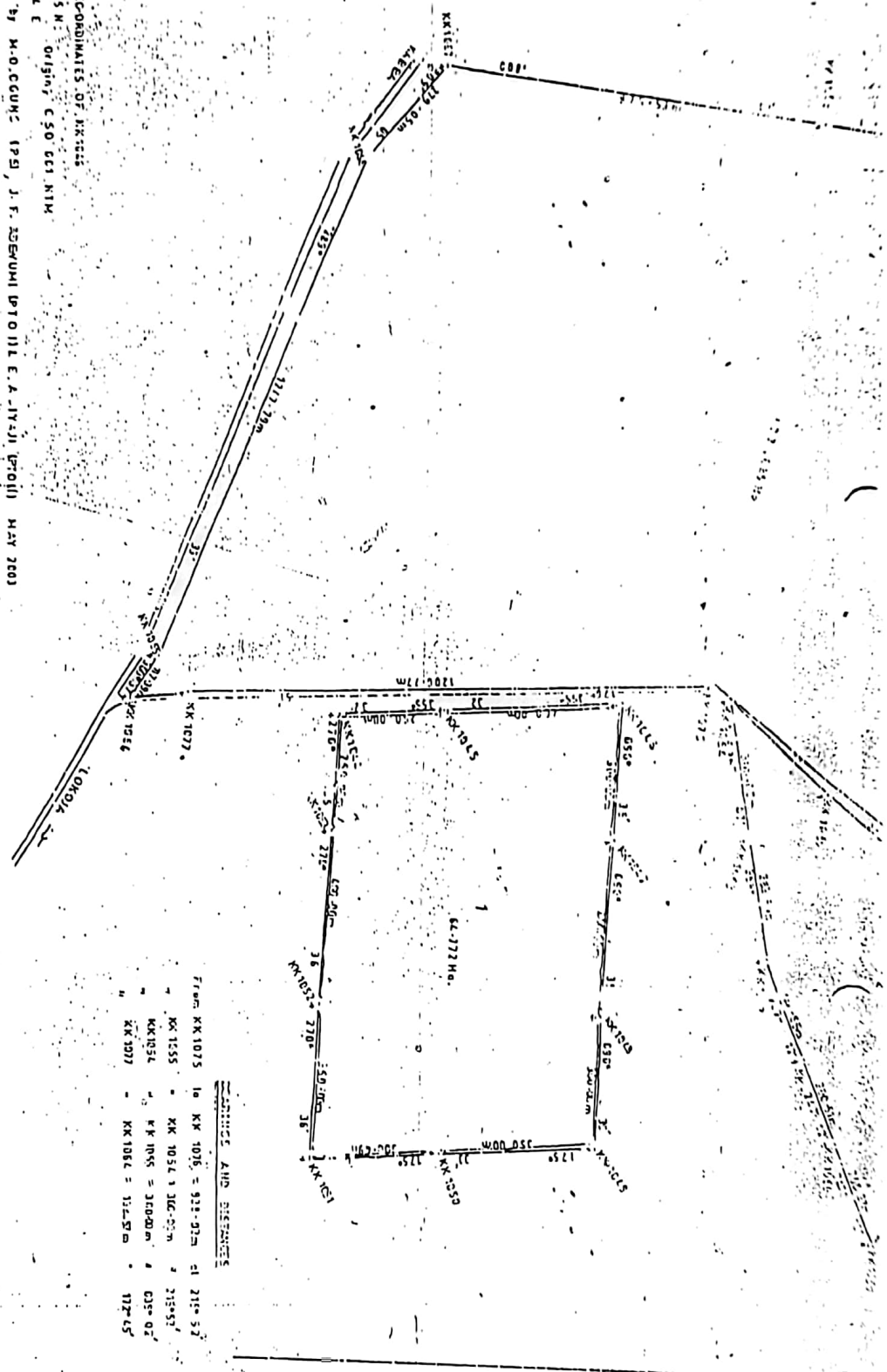
PRINCE ABUBAKAR AULU  
~~Military Governor~~  
Kogi State of Nigeria





Erwerbs	bj	Normale Atropo
Gesamte	bj	<u>98.6%</u>
Citrat	bj	<u>Dinapide</u>
Fosfat	bj	<u>Schiff</u>
Gesamt	M (H <sub>2</sub> O)	

TOPO SHEET 246 N.E.:



The Government, in  
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 said hotel.  
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 cupation to the said  
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 APPROVED  
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 In witness whereof, I, the

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 INDUSTRIES  
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 AS VERGED ON THIS PLUM  
 CERTIFIED AND COPY OF THE ORIGINAL

$$0.1 = 0.5 = 0.3$$




IN WITNESS WHEREOF the parties have hereunto caused their common seals to be affixed the day and year first above written.

**THE SCHEDULE REFERRED TO:**

The Certificate of Occupancy No. KG 6111 dated 9<sup>th</sup> day of May 2003 and issued by Kogi State Government in favour of **DANGOTE INDUSTRIES LIMITED** and registered as No. 8 at Page 8 in Volume III in the Lands Registry at Lokoja, Kogi State.

THE COMMON SEAL of the within-named Transferor was hereunto affixed in the presence of:


  
.....  
DIRECTOR

  
.....  
SECRETARY

THE COMMON SEAL of the within-named Transferee Was hereunto affixed in the presence of:

  
.....  
DIRECTOR

*Zachariah R.*  
*28/09/2004*

  
.....  
SECRETARY

I CONSENT TO THE TRANSACTION HEREIN CONTAINED  
DATED THE .....DAY OF .....200...

GOVERNOR OF KOGI STATE

This Instrument is Registered as  
No. ....41..... at Page ....41..... In  
Vol. ....VII..... (..M.L.S.C..),  
of the Lands Registry in the Office at LKJ  
*U.P. Lms*  
Registrar of Deeds

This Instrument was Delivered to me for  
REGISTRATION BY *Sah. A. Francis*  
OF *H.H. I.S. Adamawa Kof. Kachin*  
AT 12.20 PM, O' CLOCK IN THE FORE/AFTER  
NOON THIS *29<sup>th</sup>* DAY OF *Oct* 2004  
Registrar of Deeds

1786/1786

**ANNEXURE 9**

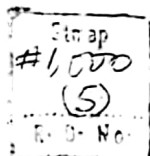
CERTIFIED TRUE COPY

uillme  
Registrar Of Deeds

THIS DEED OF ASSIGNMENT is made this                      day of  
2004, BETWEEN **Dangote Industries Limited**, a company  
incorporated in and having its registered office at No. 1 Alfrd  
Rewane Road, Ikoyi, Lagos, Nigeria, (hereinafter referred to as  
the "Transferor" which expression shall, where the context so  
admits include its successors-in-title and, or assigns) of the one  
part;

AND

OBAJANA CEMENT PLC, a company incorporated in and having its  
registered office at Lokoja/Okene Road, Kogi State, Nigeria  
hereinafter referred to as the "Transferee" which shall, where  
the context so admits include its successors-in-title and assigns)  
of the second part;



WHEREAS

- A. By virtue of Certificates of Occupancy Nos. K.G. 6112  
(hereinafter described as the Certificate) and more  
particularly described in the Schedule to this Assignment  
the Transferor acquired rights of occupancy from the  
Governor of Kogi State, for ninety nine years commencing  
from the 9<sup>th</sup> day of May 2003, over the properties  
(hereinafter referred to as "the Land") to which the  
Certificates relate.
- B. The Transferor has agreed to assign to the Transferee, the  
residue of its interest in the said lands.

WITNESSETH AS FOLLOWS:



1. In pursuance of this agreement and in consideration for the sum of N3, 500,000 (Three million Five Hundred Thousand Naira) paid by the Transferee to the Transferor (the receipt whereof the Transferor hereby acknowledges) the Transferor as holder of the Rights of Occupancy hereby assigns to the Transferee ALL THAT property known, situate and lying at Obajana, Kogi State, and more particularly in the Schedules to this Assignment, with all rights, easements and things appurtenant thereto TO HOLD same unto the Transferee, its successors-in-title and assigns as holder of a statutory right of occupancy subject to the consent of the Governor under the provisions of the Land Use Act 1978 and it shall be the duty of the Transferor to obtain the said consent.
2. The Transferor, with the object and intention of affording the Transferee a full and sufficient indemnity in respect of the property herein assigned covenant as follows:
  - (a) that the Transferee shall have vacant possession of the property with effect from the date of assignment
  - (b) that the Transferee shall peaceably hold and enjoy the property without any interruption by the Transferor or any other person claiming through, under or in trust for the Transferor.
  - (c) To indemnify the Transferee against all claims from other person or persons interested in the property.
3. The Transferee hereby covenants with the Transferor henceforth during the continuance of the term of the Assignments to pay the rents reserved thereby and observe the covenants therein contained under and by virtue of the Certificates of Occupancy.



KOGI STATE OF NIGERIA

LAND USE DECREE, 1978  
(1978 No. 6)

## CERTIFICATE OF OCCUPANCY No. KG.6112

*This is to Certify That* DANGOTE INDUSTRIES LTD.  
WHOSE ADDRESS IS P.M.B. 40032 PALOMO, IKOYI LAGOS

(hereinafter called the holder ~~holder~~ which term shall include any person ~~persons~~ entitled to a right of occupancy in and over the land described in the Schedule, and more particularly delineated in the plan annexed hereto, for a term of ~~NINETY-NINE~~ 9TH day of MAY 2003 years commencing from the 9TH day of MAY 2003 according to the true intent and meaning of the Land Use Act of 1978 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, ~~Military~~ Governor's Office (hereinafter called the ~~Military~~ Governor) or other person appointed by him -
  - (a) the annual ground rent at the rate of N 45,000.00 per annum applicable to the period (if any) from the said date of commencement to the thirty-first day of December, 2003, within two months from the date of this certificate; and thereafter—
  - (b) the yearly rent of N 45,000.00 on the first day of January in each year; and
  - (c) the revised rents hereinafter provided;
- (2) To pay and discharge all rates, assessment, and 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 on this certificate all survey fees, registration fees and other charges due in respect of the preparation and issue and registration of this certificate.

(4) Within Three years from the date of the commencement of this right of occupancy to erect and complete on the said land the buildings or other works specified in detailed plans approved or to be approved by the Approving Authority

or other officer appointed by the ~~Military~~ Governor, such buildings or other works to be

\*[of the value of not less than N

\*[of the value of not less than N

and to be erected and completed in accordance with such plans and to the satisfaction of the said Approving Authority or other officer appointed by the ~~Military~~ Governor.

(5) To maintain in good and substantial repair to the satisfaction of the Director of Lands, Lands department, ~~Military~~ Governor's Office, or other officer appointed by the ~~Military~~ Governor all buildings on the said land [whether now erected or to be erected in pursuance of sub-clause (4) hereof].

\*Delete whichever is applicable



day of December in the year then current; and thereafter the holder ~~holder~~ shall pay in advance on the first day of January in each year without demand to the Director of Lands or other person appointed by him in lieu of the said yearly rent of N 45,000.00 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 of any part thereof shall be in arrears for the space of three months, whether the same shall or shall not have been legally demanded, or if the holder ~~holder~~ 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 ~~occupier's~~ 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 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 ~~holder~~.

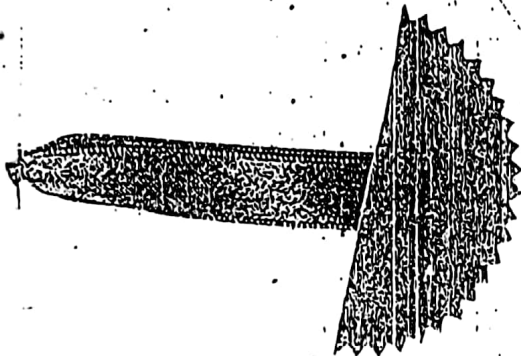
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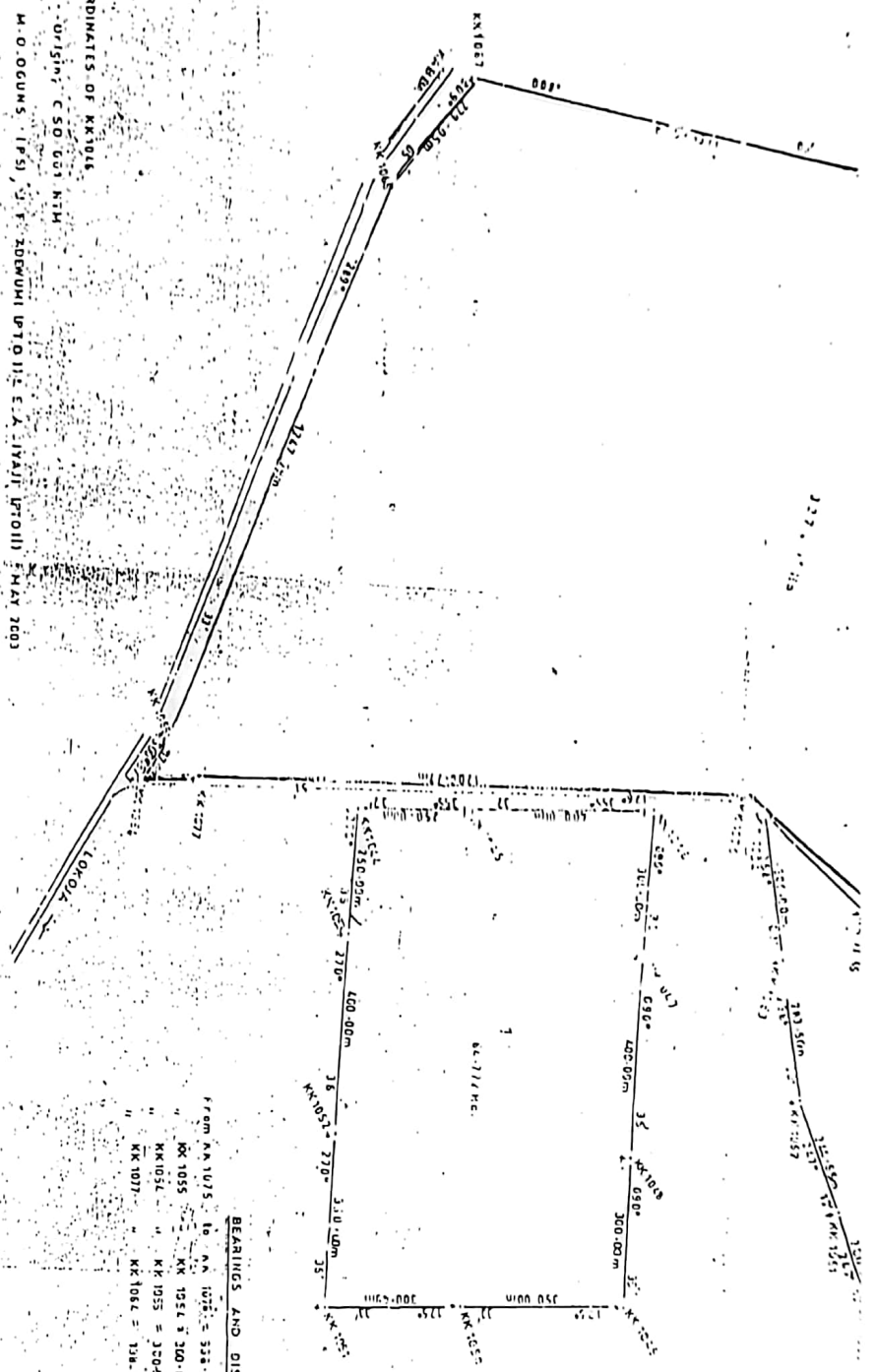
day of

Given under my hand the day  
and year above written.

09/05/03

PRINCE ABUBAKAR AUDU  
~~Military~~ Governor/~~Administrator~~  
Kogi State of Nigeria



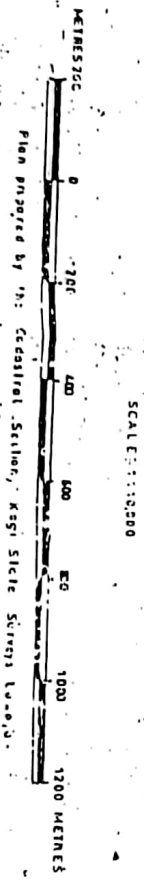


**NATIONAL COORDINATES OF KX1016**

AD 5017.165 N. ORIGIN: CSD 001 N1M  
 370.351 E. 170111 E.A. 170111 MAY 2003  
 Surveyed by M.O. OGUINS (P.S.) J. F. ZIDEMWU (P.T.O.) E.A. 170111

Drawn by Mervyn Adego  
 Checked by [Signature]  
 Cleared by [Signature]  
 Passed by [Signature]  
 Computer No. ILPK 02.

Plan No. K6.D.P.101



SCALE: 1:10,000

**BEARINGS AND DISTANCES**

From KX1075 to KX1076 = 538.00m at 215° 52'  
 " KX1055 " KX1056 = 300.00m at 215° 52'  
 " KX1056 " KX1055 = 300.00m at 033° 02'  
 " KX1077 " KX1084 = 138.57m at 172° 45'

Details shown on this plan were picked by method of chain survey.  
 All bearings and distances shown on this plan have been  
 computed from Registered Coordinates.

TOPO SHEET 246-NE



over

IN WITNESS WHEREOF the parties have hereunto caused their common seals to be affixed the day and year first above written.

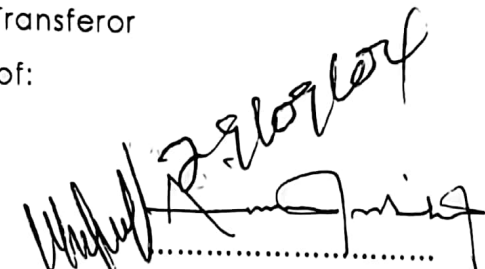
THE SCHEDULE REFERRED TO:

The Certificate of Occupancy No. KG 6112 dated 9<sup>th</sup> day of May 2003 and issued by Kogi State Government in favour of **DANGOTE INDUSTRIES LIMITED** and registered as No. 10 at Page 10 in Volume III in the Lands Registry at Lokoja, Kogi State.

THE COMMON SEAL of the within-named Transferor was hereunto affixed in the presence of:

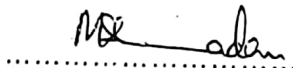


DIRECTOR

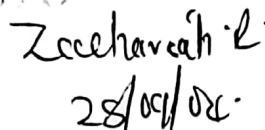


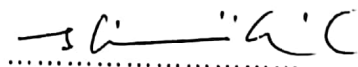
SECRETARY

THE COMMON SEAL of the within-named Transferee Was hereunto affixed in the presence of:



DIRECTOR

  
28/09/08



SECRETARY

I CONSENT TO THE TRANSACTION HEREIN CONTAINED  
DATED THE .....DAY OF .....200...

This Instrument was Delivered to me for  
REGISTRATION BY Sph. A. Ezenwa  
OF H.H. 15. Akelamwa Rd. Kaduna  
At 12:40 pm O' CLOCK IN THE FORE/AFTER  
NOON THIS 29th DAY OF Oct. 2004  
REGISTRAR OF DEEDS

This Instrument is Registered as  
No. 42 at Page 42 in  
Vol. VII (.. 77154)  
of the Lands Registry in the Office at LKJ  
.....  
Registrar of Deeds

# ANNEXURE 8



Ref. No. LAN/ARO/IND/20631/57

Ministry of Environment and Physical  
Development,  
P.M.B 1061,  
Lokoja, Kogi State.

Date 17TH FEBRUARY 2006

OBAJANA CEMENT P.L.C.,  
MARBLE HOUSE, 1 ALFRED KIWANE  
ROAD, FALOMO IKOYI,  
P.M.B. 40032, FALOMO IKOYI-LAGOS

Dear Sir/Madam,

## APPROVAL OF ~~SUBLEASE~~ / MORTGAGE / ASSIGNMENT

OF ALL INTEREST OVER LANDED PROPERTIES SITUATED AT OBAJANA AND  
COVERED BY CERTIFICATES OF OCCUPANCY NOS. KG.6110, KG.6111 AND KG.6112  
TO FIRST TRUSTEES NIGERIA LIMITED OF A.G. LEVENTIS BUILDING 42/43  
MARINA, LAGOS.

I am directed to refer to your letter No. APPLICATION of 06-01-2006

And to inform you that the ~~Sublease/Mortgage/Assignment~~ of ALL INTEREST OVER LANDED PROPERTIES  
SITUATED AT OBAJANA AND COVERED BY CERTIFICATES OF OCCUPANCY NOS. KG.6110  
KG.6111 AND KG.6112 TO FIRST TRUSTEES NIGERIA LIMITED, OF A.G. LEVENTIS  
BUILDING 42/43 MARINA LAGOS

Has been approved by the state Governor for N .63. BILLION

(SIXTY-THREE BILLION NAIRA ONLY)

17-02-2006

With effect from

Subject to the submission of a satisfactory deed of ~~sublease/Mortgage~~  
Assignment within four months, and payment of stamp duty and registration fee. If a satisfactory deed \* / ~~sublease/Mortgage~~  
/Mortgage/ Assignment is not received for Registration within four months, then a pencil rent of 10k per day will  
automatically be imposed after four months with effect from the date of this letter, and will remain in force until  
the satisfactory deed is received in this office for registration.

Copy to:

The Area Land Officer,

Yours faithfully,

(ALHAJI IBRAHIM IDRIS)  
THE EXECUTIVE GOVERNOR  
KOGI STATE.

Above for your information. Your file Reference is No.

Delete as appropriate

Director of Lands



8-3-2006

Note

The particulars of registration of the deed of Mortgage between Obajana Cement plc and First Bank Trustees (Nig) Ltd is recorded below:-

Consideration — ~~₦~~63 billion  
Stamp duty — ~~₦~~938 million  
Registration fee — ~~₦~~126 million  
as evidenced on cheque No 08906406 of 6<sup>th</sup> March 2006 collected by H/dt

*[Signature]*  
9/1/06

This Instrument was delivered to me for  
REGISTRATION BY *Olamide Olatunji Esq*  
OF *No 57 Marina Lagos*  
AT *2:38 PM* O'CLOCK IN THE FORE/AFTER  
NOON THIS *9<sup>th</sup>* DAY OF *Jan* 2006  
*[Signature]*  
REGISTER OF DEEDS

This Instrument is Registered as  
No. *114* Page *114* in  
Vol. *VII* (misc)  
of the Lands Registry in the Office at *Lagos*  
*[Signature]*  
Registrar of Deeds

## CERTIFICATE OF OCCUPANCY No. KG.12,357

*This is to certify that* **DANGOTE CEMENT PLC.,**  
**WHOSE ADDRESS IS DANGOTE CEMENT PLC., OBAJANA PLANT, OBAJANA, KOGI S**

(hereinafter called the holder/~~holder~~ which term shall include any persons is/~~is~~ entitled to a right of occupancy in and over the land described in the Scheduled, and more particularly delineated in the plan annexed hereto, for a term of **NINETY-NINE**

years commencing from the **23rd** day of **February,** **2015** according to the true intent and meaning of the Land Use Act of 1978 and subject to the provisions thereof and to the following special terms and conditions.

1. (1) To pay in advance without demand to the Civilian Governor, Governor's Office (hereinafter called the Civilian Governor) or other person appointed by him-

(a) the annual ground rent at the rate of N. **95,782,600.00**

Per annum applicable to the period (if any) from the said date of commencement to the thirty - first day of December, **2015** within two months from the date of this Certificate; and thereafter

(b) the yearly rent of N. **95,782,600.00**

on the first day of January in each year, and

(c) the revised rent as hereinafter provided

(2) To pay and discharge all rates, assessment, and 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 Governor or other person appointed by him on the issue on this certificate all survey fees, registration fees and other charges due in respect of the preparation and issue and registration of this certificate.

(4) Within **Three** years from the date of the commencement of the right of occupancy to erect and complete on the said land the buildings or other works specified in detailed plans approved or to be approved by the Approving authority.

or other officer appointed by the Governor, such building or other works to be

\*[ of the value of not less than N **500,000,000.00**

\*[ ~~to be of a value as will bring the total value of all those on the land to~~ ]

and to be erected and completed in accordance with such plans and to the satisfaction of the said Approving Authority or other officer appointed by the Governor.

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

*\* Delete whichever inapplicable*



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 and latrines.

(8) After the period specified in sub- clause (4) above, not 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 render up to the Governor in good, and substantial repair to the satisfaction of the Director of Lands 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 alternation to the said buildings to be erected or buildings already created on the land except in accordance with plans and specifications approved by the Secretary of the State's Approving Authority or other officer appointed by the Governor 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 how-soever without the consent of the Governor first had and obtained.

(12) To use the said land only for the purposes of **INDUSTRIAL (CEMENT MANUFACTURE)**

(13) Not to contravene any of the provisions of the Land Use Decree, 1978

(14) Where you or your agent contravene any of the above conditions, your Statutory Right Occupancy shall be automatically revoked.

2. (1) For the purpose of the rent to be paid under 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 **five** 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 of the right of occupancy informing him of the revision of the rent, and the holder shall thereupon within one month 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 demand 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

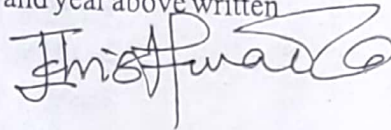


such revised rent as may for the time being be payable in respect of the said land.

(2) If the yearly rent for the time being payable in respect of the said land of any part thereof shall be in arrears for the space of three months. Whether the same shall or shall not have been legally demanded, or if the holder/~~holder~~ 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 Governor at any time therefore to reenter upon the said 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 Governor for any antecedent breach of covenant by the holder/~~holder~~.

DATED this 25<sup>th</sup> day of May 2015

Given under my hand the day  
and year above written



**CAPT. IDRIS ICHALLA WADA**

Executive Governor  
Kogi State of Nigeria

This instrument was delivered to me for registration by  
of the Lands Department, Ministry of Lands, Housing and Urban Development  
at 3,20 o'clock in the *After* noon this 2<sup>nd</sup> day of *Feb*, 2016

This instrument is registered as No. 57 at page 57 in Vo  
Certificates of Occupancy) of Lands Registry in the (Office at

*Segun Fayemi*  
*Deed Registrar*

*MBBNC*  
*Deed Registrar*

ALL THAT PIECE OF LAND SITUATED AT OBAJANA IN  
LOKOJA LOCAL GOVERNMENT AREA OF KOGI STATE  
CONSISTING 429.679 HECTARES; THE BOUNDARIES OF  
WHICH ARE DELINEATED BY A RED VERGED LINE, ON THE  
ATTACHED PLAN.

DRAWING NO. R. OF O. KG. 12,357 AND ARE MORE PAR  
TICULARLY DESCRIBED AS FOLLOWS:

STARTING FROM PELM. 4290 GEOGRAPHICAL COORDINATE  
WHICH ARE N 07° 55' 23.77"

E 006° 25' 24.54"

THE BOUNDARY RUNS CLOCKWISE

THENCE FOR A DISTANCE OF 213.11 METRES ON  
BEARING OF 189° 41' TO LM. 4291

THENCE FOR A DISTANCE OF 189.38 METRES ON  
BEARING OF 189° 47' TO LM. 4292

THENCE FOR A DISTANCE OF 299.2099 METRES ON  
BEARING OF 280° 19' TO LM. 4293

THENCE FOR A DISTANCE OF 305.95 METRES ON  
BEARING OF 28° 19' TO LM. 4294

THENCE FOR A DISTANCE OF 293.19 METRES ON  
BEARING OF 280° 10' TO LM. 4295

THENCE FOR A DISTANCE OF 299.52 METRES ON  
BEARING OF 280° 10' TO LM. 4296

THENCE FOR A DISTANCE OF 375.50 METRES ON  
BEARING OF 358° 27' TO LM. 4297

THENCE FOR A DISTANCE OF 57.23 METRES ON  
BEARING OF 83° 32' TO LM. 4298

THENCE FOR A DISTANCE OF 328.20 METRES ON  
BEARING OF 280° 08' TO LM. 4299

THENCE FOR A DISTANCE OF 298.78 METRES ON  
BEARING OF 99° 14' TO LM. 4300

THENCE FOR A DISTANCE OF 299.05 METRES ON  
BEARING OF 100° 12' TO LM. 4301

THENCE FOR A DISTANCE OF 291.73 METRES ON  
BEARING OF 100° 21' TO LM. 4290

THENCE FOR A DISTANCE OF 231.27 METRES ON  
BEARING OF 175° 11' LM. 4173

.... / 2.



# ANNEXURE 1 D

Ref No: LAN/AHO/LND/43772/

MINISTRY OF LANDS,  
HOUSING AND URBAN DEVELOPMENT  
P.M.B. 1061,  
LOKOJA.

## KOGI STATE OF NIGERIA

To **DANGOTE CEMENT PLC.,**

**DANGOTE CEMENT PLC., OBAJANA PLANT,**

**OBAJANA, KOGI STATE**

8th February, 2016

Dear Sir/ Madam,

### APPROVAL FOR THE GRANT OF A STATUTORY RIGHT OF OCCUPANCY

With reference to your application dated **16th November, 2015** directed to inform you of the approval of a grant of Statutory Right of Occupancy to you by the State Government in respect of PLOT No. **A piece of land at Obajana of about 4,789,130sqm. w/ beacon Nos. LM.3273 - LM.4209 - LM.4313 - LM.4335 rest**

On the following terms:

(i) Rent ~~Per annum~~ **N95,782,600.00**

(ii) Improvement N. **500,000,000.00**

(iii) Term **99** Year

(iv) Rent Revision **Every five years**

(v) Purpose (s) **INDUSTRIAL (CEMENT MANUFACTURING)**

This grant of Statutory Right of Occupancy Number **KG 12.357**

I am to add that the following conditions will also be inserted in the Certificate of Occupancy evidencing the grant of this Right of Occupancy:

(i) Within **Three** years from the date of commencement of this Right of Occupancy, to erect and complete on the said land the buildings of other works specified in detailed plans approved or to be approved by Approving Authority or other Officer so appointed such building or other works to be of not less than N. **500,000,000.00** (FIVE HUNDRED MILLION NAIRA ONLY) erected and completed in accordance with such plans and to the satisfaction of the Director of Lands or other Officer so appointed:

(ii) "Not to erect or build or permit to be erected or build on the said land any buildings other than those covenanted to be erected by virtue of the Certificate of Occupancy nor to make or permit to be made any addition or alteration to the said building to be erected or buildings already erected on the land and except in accordance with plans and specifications approved by Approving Authority or other Officer so appointed in this behalf.

(iii) "Not to develop or build on the plot in contravention of current Local/Federal Building Line Regulations as applicable on road in this area.

(iv) "Not to alienate the Right of Occupancy hereby granted / ~~grant~~ or any part thereof. By sale mortgage, transfer of possession, sublease or bequest, or otherwise Howsoever without the consent of the State Governor first had and obtained.

(v) "Payment of compensation at a rate to be determined by the Director of Lands.



- 01300X344A**
5. It is a condition of the grant that you surrender the ORIGINAL(s) of all document(s) in respect of the land any) in your possession.
  6. When accepting the foregoing terms and conditions you must state whether you require the Land, which is the subject of this Right of Occupancy, to be demarcated and surveyed by the Surveyor-General or by a Registered Surveyor nominated by you. In the event of your nominated registered Surveyor's (failure) to submit to the Surveyor-General within six months of the date of the issue of the Surveyor-General authority (as required in the regulations published as N.N.L.N. 137 of 1962) a satisfactory plan, of the demarcation and survey of the land in accordance with survey Regulations, the Surveyor-General may at his discretion, withdraw the authority and arrange himself for the demarcation and survey at his own convenience.
  7. It should be noted that erection of only wall fence after the covenant period of three years in accordance with paragraph 3(1) of this letter, will not be acceptable as development of the site.
  8. Please return two copies of this letter to me or through the Area Lands Officer after signifying your acceptance of these terms in the space below.

Yours faithfully,

**ALHAJI SANI A. ADAMU**  
**The Hon. Commissioner**  
**Permanent Secretary**  
**Kogi State**

The Permanent Secretary,  
Ministry of Lands,  
Housing and Urban Development  
P.M.B. 1061,  
Lokoja.

U.F.S: Area Lands Officer,

.....(in duplicate)

1. I hereby accept the terms and conditions of the \*grant/regrant of this Right of Occupancy as stipulated above the enclose herewith the ORIGINALS of all relevant documents in my possession as required in paragraph 5 above
2. I hereby state that I require the land to be demarcated and surveyed by either:
  - (a) \*The Surveyor General; or
  - (b) \*A Registered Surveyor. In this case, my Registered Surveyor is .....

Date: ..... 200.....

Enclosure (i)  
(ii)  
(iii)

\*Delete as appropriate.

**Applicant**  
*VICTOR C. M. ...*



# ANNEXURE II

LAND 3 (Revised)



## KOGI STATE OF NIGERIA

Ref. No. LAN/ARO/IND/43772/  
MINISTRY OF LANDS,  
HOUSING AND URBAN DEVELOPMENT  
P.M.B. 1061,  
LOKOJA.

To **DANGOTE CEMENT PLC.,**  
**DANGOTE CEMENT PLC., OBAJANA PLANT,**  
**OBAJANA, KOGI STATE**

8th February, 2015

### Dear Sir/ Madam, **APPROVAL FOR THE GRANT OF A STATUTORY RIGHT OF OCCUPANCY**

With reference to your application dated **16th November, 2015**, I am directed to inform you of the approval of a \* grant ~~of~~ Statutory Right of Occupancy to you by the State Government in respect of PLOT No. **A piece of Land at Obajana of about 4,789,130sqm w beacon Nos. LM. 3210 - LM. 4209 - LM. 4313 - LM. 4335** **res**

On the following terms:

(i) Rent ~~For the~~ **annum** **N95,782,600.00**

(ii) Improvement N. **500,000,000.00**

(iii) Term **99** Year

(iv) Rent Revision **Every five years**

(v) Purpose (s) **INDUSTRIAL (CEMENT MANUFACTURING)**

2. This grant ~~regard~~ is Right of Occupancy Number KG **12,357**

3. I am to add that the following conditions will also be inserted in the Certificate of Occupancy evidencing the grant ~~grant~~ of this Right of Occupancy

(i) Within **Three** years from the date of commencement of this Right of Occupancy, to erect and complete on the said land the buildings of other works specified in detailed plans approved or to be approved by Approving Authority or other Officer so appointed such building or other works to be of not less than N. **500,000,000.00** **(FIVE HUNDRED BILLION NAIRA ONLY)** in value and to be erected and completed in accordance with such plans and to the satisfaction of the Director of Lands or other Officer so appointed:

(ii) "Not to erect or build or permit to be erected or build on the said land any buildings other than those covenanted to be erected by virtue of the Certificate of Occupancy nor to make or permit to be made any addition or alteration to the said building to be erected or buildings already erected on the land and except in accordance with plans and specifications approved by Approving Authority or other Officer so appointed in this behalf.

(iii) "Not to develop or build on the plot in contravention of current Local/Federal Building Line Regulations as applicable on road in this area:

(iv) "Not to alienate the Right of Occupancy hereby granted / ~~grant~~ or any part thereof. By sale, mortgage, transfer of possession, sublease or bequest, or otherwise Howsoever without the consent of the State Governor first had and obtained.

(v) "Payment of compensation at a rate to be determined by the Director of Lands.



which case you will forfeit your ~~preliminary~~ ~~administrative~~ charges of N. 29,000,000.00

5. It is a condition of the grant that you surrender the ORIGINAL(s) of all document(s) in respect of the land (if any) in your possession.
6. When accepting the foregoing terms and conditions you must state whether you require the Land, which is the subject of this Right of Occupancy, to be demarcated and surveyed by the Surveyor-General or by a Registered Surveyor nominated by you. In the event of your nominated registered Surveyor's (failure) to submit to the Surveyor-General within six months of the date of the issue of the Surveyor-General's authority (as required in the regulations published as N.N.L.N. 137 of 1962) a satisfactory plan, of the demarcation and survey of the land in accordance with survey Regulations, the Surveyor-General may at this discretion, withdraw the authority and arrange himself for the demarcation and survey at his own convenience.
7. It should be noted that erection of only wall fence after the covenant period of three years in accordance with paragraph 3(1) of this letter, will not be acceptable as development of the site.
8. Please return two copies of this letter to me or through the Area Lands Officer after signifying your acceptance of these terms in the space below.

Yours faithfully,

ALHAJI SANI A. ADAMU  
The Hon. Commissioner  
Permanent Secretary  
Kogi State

Ref No: LAN/ARO/INS/43772

Ministry Of Lands, Housing & Urban Development,  
Lands Departments,  
Lokoja.

Date: 16 - 2 - 2016

The Surveyor-General,  
Ministry Of Lands, Housing  
& Urban Development,  
Survey Department,  
Lokoja.

#### ACCEPTANCE OF TERMS OF RIGHT OF OCCUPANCY

The above grantee has accepted the terms and conditions of the grant of Right of Occupancy and the date of commencement of the title is 23 - 02 - 15

D. 2. He has nominated you a ~~Licensed Surveyor~~

Encl. Surveyor General to demarcate and  
by the plot.

\*Delete as case forward the necessary plans description in due course.

For: Permanent Secretary



