PAL-526

GOVERNMENT OF ABIA STATE OF NIGERIA

MINISTRY OF LANDS, SURVEY AND URBAN PLANNING

P.M.B. 7230
UMUAHIA

Profix	File No.	Volume

FILE NO.

FILE TITLE

OBASI RAILWAYS

INDEX HEADINGS

Date	To	Folio	Initial	Date	To	Folio	Initial	Date	To	Folio	Initial

Profix	File No.	Volume

ABIA STATE OF NIGERIA

Certificate of Occupancy

000395

FILE No :**PAL/526**

STATUTORY CERTIFICATE OF OCCUPANCY NO **5** PAGE **5** VOLUME **58**

THIS IS TO CERTIFY THAT **OBASI PAULINUS**

hereinafter called the holder/holders which term shall include any person/persons defined as such in section 50 of the Land Use ACT CAP 202 LFN 1990 and all other enabling Laws is/are entitled to a right of occupancy in and over

Plot at **Odikpirite, Umuobasi Ugba, Umuahia North LGA**

Layout or in and over a parcel of land described in the schedule and more particularly delineated in the Survey Plan No DOK/ABSC/1271/97

annexed hereto for a term of **92(ninety-two)** years commencing from the **1st** day of January,2008 according to the true intent and meaning of the Land Use ACT CAP 202 LFN 1990 and subject to the provisions thereof and to the following special terms and conditions hereafter contained.

1. To pay in advance without demand to the Executive Governor or other person appointed by him:
   i.the yearly rent of **=N= 1,500.00 (OneThousand Five Hundred Naira Per 500 sq.mtrs)** on the first day of January in each year
2. The rent hereby reserved shall be revised at the end of every Five **years** of the term of this Certificate of Occupancy.
3. To pay and discharge all rates, assessments 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 holder or holders thereof.
4. To erect and complete on the said land within 2 (two **years**) from the date of commencement of the term of this certificate of occupancy, buildings or other works specified in the detailed plans approved by the Appropriate Town Planning Authority or other officer appointed by the Executive Governor in that behalf.
5. Such building and other works shall not be less than **=N=2,000,000.00 (Two Million)** in value and should be built to the satisfaction of, and in accordance with plans approved by the Appropriate Town Planning Authority or other officer appointed by the Executive Governor in that behalf.
6. Not to erect or build or permit to be built on the said land any building other than that covenanted to be erected by virtue of this Certificate of Occupancy or to make or permit to be made any addition or alteration to the said buildings erected on the land except in accordance with the plans and specifications approved by the Appropriate Town Planning Authority or other officer appointed by the Executive Governor in that behalf.
7. To use the said land only for:**Residential**
8. To maintain in good and substantial repair to the satisfaction of the Appropriate Town Planning Authority or other officer appointed by the Executive Governor all buildings, or work on the said land erected pursuant to subsection 4 supra.
9. To maintain in good ad substantial condition, all beacons and other landmarks by which the boundaries of the land comprised in this Certificate of Occupancy are defined and to clear and keep cleared from the said land all forms of refuse, including stagnant From water, rank weeds, deposits of rubbish and to keep the same in all respects in a clean and sanitary condition and execute all such acts and works as the Executive Governor or any other officer authorized by him may reasonably acquire.
10. Not to permit anything to be used or done upon any part of the demised premises by which shall be obnoxious, noisy or offensive or be of any inconveniencies or annoyance to tenants or occupiers of adjoining premises or near thereto.
11. Not to alienate the right of occupancy hereby granted or any part thereto either by sale, assignment, mortgage, sublease or otherwise howsoever without the consent in writing of the Executive Governor first had and obtained

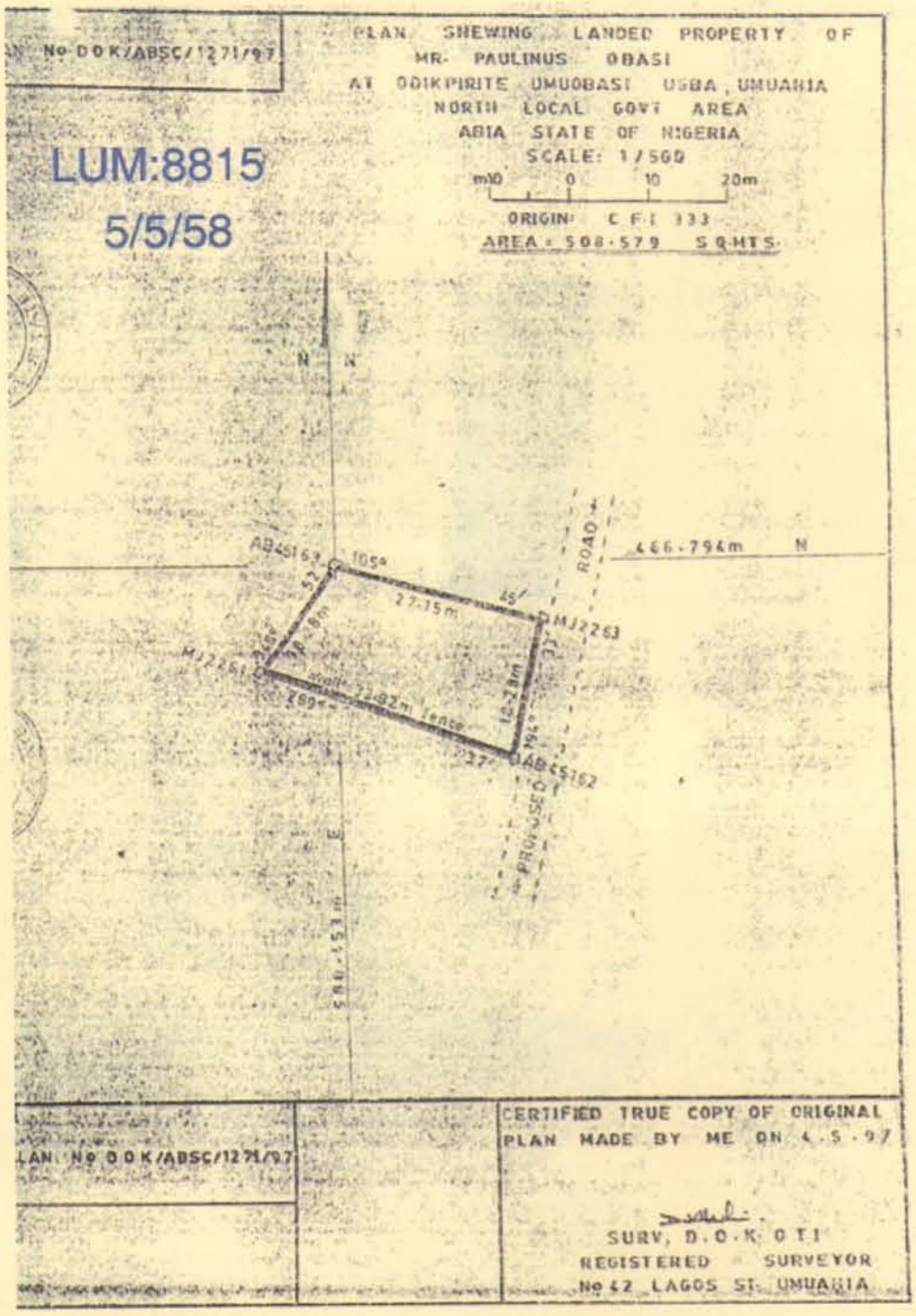
Date: 1st July '08

Signature of Holder

CHIEF THEODORE AHAMEFULE ORJI
Executive Governor of Abia State of Nigeria

© NSPM PLC

Old File Number: LUM:8815
New File Number: PAL/526
Plot Description : Odikpirite, Umuobasi Ugba, Umuahia North LGA
Local Government: Umuahia North
Survey Plan Number: DOK/ABSC/1271/97 and **Tracing Number**:
Co-ordinates: 466.794Metres North/South and 980.453 Metres East/west



PAL/526

ABIA STATE OF NIGERIA
FILE No :**PAL/526**

STATUTORY CERTIFICATE OF OCCUPANCY NO **5/** PAGE **5/** VOLUME **58**

THIS IS TO CERTIFY THAT **OBASI PAULINUS**

hereinafter called the holder/holders which term shall include any person/persons defined as such in section 50 of the Land Use ACT CAP 202 LFN 1990 and all other enabling Laws is/are entitled to a right of occupancy in and over

Plot at **Odikpirite, Umuobasi Ugba, Umuahia North LGA , ,Umuahia**

Layout or in and over a parcel of land described in the schedule and more particularly delineated in the Survey Plan No **DOK/ABSC/1271/97** annexed hereto for a term of **92(ninety-two)** years commencing from the **1st** day of **January,2008** according to the true intent and meaning of the Land Use Decree ACT CAP 202 LFN 1990 and subject to the provisions thereof and to the following special terms and conditions hereafter contained.

1. To pay in advance without demand to the Executive Governor or other person appointed by him:
   i.the yearly rent of **=N= 1,500.00 (One Thousand Five Hundred Naira Per 500 sq.mtrs)** per annum on the first day of January in each year
2. The rent hereby reserved shall be revised at the end of every **Five years** of the term of this Certificate of Occupancy.
3. To pay and discharge all rates, assessments 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 holder or holders thereof.
4. To erect and complete on the said land within **2 (two years)** from the date of commencement of the term of this certificate of occupancy, buildings or other works specified in the detailed plans approved by the Appropriate Town Planning Authority or other officer appointed by the Executive Governor in that behalf.
5. Such building and other works shall not be less than **=N=2,000,000.00 (Two Million)** in value and should be built to the satisfaction o and in accordance with plans approved by the Appropriate Town Planning Authority or other officer appointed by the Executive Governor in that behalf.
6. Not to erect or build or permit to be built on the said land any building other than that covenanted to be erected by virtue of this Certificate of Occupancy or to make or permit to be made any addition or alteration to the said buildings erected on the land except in accordance with the plans and specifications approved by the Appropriate Town Planning Authority or other officer appointed by the Executive Governor in that behalf.
7. To use the said land only for: **Residential**
8. To maintain in good and substantial repair to the satisfaction of the Appropriate Town Planning Authority or other officer appointed by the Executive Governor all buildings, or work on the said land erected pursuant to subsection 4 supra.
9. .To maintain in good ad substantial condition, all beacons and other landmarks by which the boundaries of the land comprised in this Certificate of Occupancy are defined and to clear and keep cleared from the said land all forms of refuse, including stagnant water, rank weeds, deposits of rubbish and to keep the same in all respects in a clean and sanitary condition and execute all such acts and works as the Executive Governor or any other officer authorized by him may reasonably acquire.
10. Not to permit anything to be used or done upon any part of the demised premises by which shall be obnoxious, noisy or offensive or be of any inconveniencies or annoyance to tenants or occupiers of adjoining premises or near thereto
11. Not to alienate the right of occupancy hereby granted or any part thereto either by sale, assignment, mortgage, sublease or otherwise howsoever without the consent in writing of the Executive Governor first had and obtained

Dated this **1st**day of**July 2008**

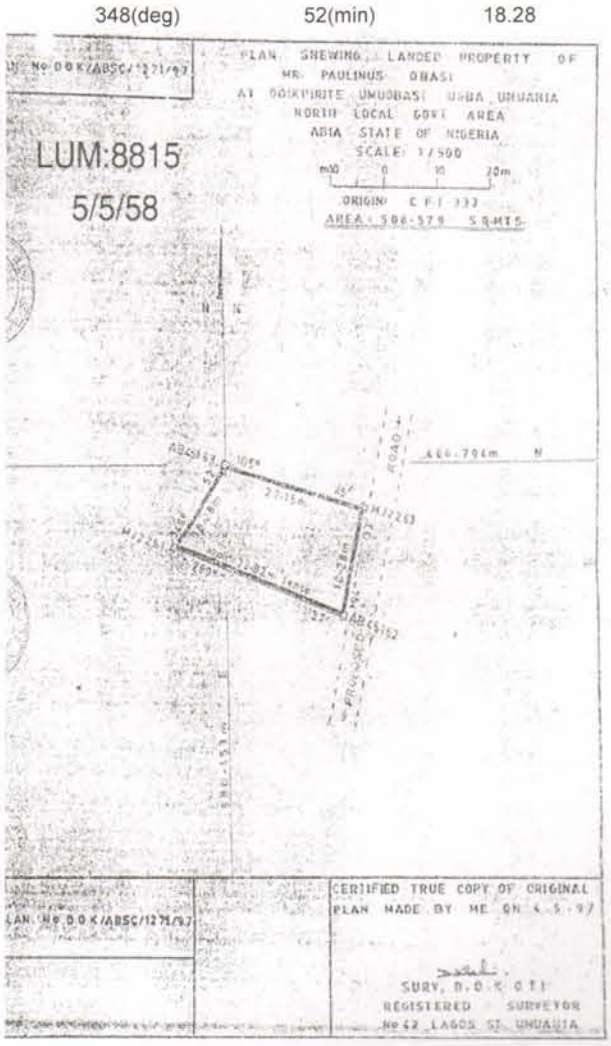
Signature of Holder

Executive Governor of Abia State of Nigeria

Old File Number: LUM:8815
New File Number: PAL/526
Plot Description : Odikpirite, Umuobasi Ugba, Umuahia North LGA
Local Government: Umuahia North
Survey Plan Number: DOK/ABSC/1271/97 and **Tracing Number**
Co-ordinates: 466.794Metres North/South and 980.453 Metres East/west

N.C. MBA
Surveyor General

From	Reading		length	To
AB45163	105(deg)	45(min)	27.15	MJ6623
MJ2263	194(deg)	33(min)	18.28	AB45162
AB45162	289(deg)	37(min)	33.82	MJ2261
MJ2261	348(deg)	52(min)	18.28	AB45163



PRINT

Abia State Land Information System

Revalidation Exercise

ACKNOWLEDGEMENT LETTER

File Number: LUM:8815 **Date:** Monday, June 30, 2008

This is to acknowledge the receipt of copy of : Certificate of Occupancy

Local Government Area : Umuahia North **dated:** Monday, June 30, 2008

The New File Number is: PAL/526

The following documents were received or checked : -

Items Submitted or Reviewed

S/N	Documents Submitted	Available
1	Re-validation Application Form	✓
2	Lease / C of 0	✓
3	Deed of Assignment	X
4	Power of Attorney	X
5	Devolution Order	X
6	Letters of Administration	X
7	Deed of Gift	X
8	Deed of Mortgage	X
9	Deed of Sublease	X
10	Passport Pictures	X
11	Form Co7 Memorandum and Article of Association	X
12	Affidavit	X
13	Police Report	X
14	Newspaper Advertisement	X
15	Drivers License	X
16	Work ID	X
17	National ID	X
18	International Passport	X
19	Payment Receipt	✓

Plot holder's full name: OBASI PAULINUS

Printed By: e.ohuonu

Print Acknowledgement

Abia State Land Information System

Revalidation Exercise

ACKNOWLEDGEMENT LETTER

File Number: LUM:8815 **Date:** Monday, June 30, 2008

This is to acknowledge the receipt of copy of : Certificate of Occupancy

Local Government Area : Umuahia North **dated:** Monday, June 30, 2008

The New File Number is: PAL/526

The following documents were received or checked : -

Items Submitted or Reviewed

S/N	Documents Submitted	Available
1	Re-validation Application Form	✓
2	Lease / C of 0	✓
3	Deed of Assignment	✗
4	Power of Attorney	✗
5	Devolution Order	✗
6	Letters of Administration	✗
7	Deed of Gift	✗
8	Deed of Mortgage	✗
9	Deed of Sublease	✗
10	Passport Pictures	✗
11	Form Co7 Memorandum and Article of Association	✗
12	Affidavit	✗
13	Police Report	✗
14	Newspaper Advertisement	✗
15	Drivers License	✗
16	Work ID	✗
17	National ID	✗
18	International Passport	✗
19	Payment Receipt	✓

Plot holder's full name: OBASI PAULINUS

Printed By: e.ohuonu

Print Acknowledgement

Abia State Land Information System
Demand For Ground Rent

Dear Sir / Madam,

I am directed to remind you that the ground rent on the Certificate of Occupancy with the following particulars is due:

File Number: PAL/526 Old File Number:LUM:8815 Date: Monday, June 30, 2008

Location of Property: Umuahia North

Name on Original C of O: OBASI PAULINUS

Transaction(Type Of Instrument:) Certificate of Occupancy
Mode of Payment: by Bank Teller
Transaction Identifier: 0101CO2008630797

The details of the outstanding ground rent are as follows:

Items Submitted or Reviewed

S/N	YEARs	Amount
1	2003	**1,250.00**
2	2004	**1,250.00**
3	2005	**1,250.00**
4	2006	**1,250.00**
5	2007	**1,250.00**
6	2008	**1,250.00**

RevisionAmount:=N=750.00
Total: =N=8,250.00

You are Please requested to settle the bill on or before _____ failing upon which appropriate conditions for the grant shall be invoked.

Payments should be made into the Ministry of Lands & Survey Abia. Revenue Account at the following Nation Wide Banks:

(a) Zenith Bank (b) Diamond Bank (c) Union Bank Plc .

NB. If you have already paid up your bill, please bring proof of payments to the ministry.

Thanks

0101CO2008630797

_____
for: Hon. Commissioner

If you have any complaint against the assessment, please refer back to us.

Print Back

LUM 8815

PRD
Pls revalidate thanks
DgB not imported.
24/06/08

PAL/526

Prefix	File No.	Volume
	LUM 8815	

APPL. FOR STATUTORY CERTIFICACATE OF OCCUPANCY
IN RESP. ODIKPIRITE UMUOBASI UGBA
NORTH NT AREA. ABIA STATE.
HOLDE EADING OBASI

Date	To	Folio	Initials	Date	To	Folio	Initials	Date	To	Folio	Initials
23/8	ACLO I	10		18/2/05	DDL	7-5					
✓	PLO(R)	11		✓	Head(Lm)						
24/8	Plan	✓		2/3/05	RD	45					
24/8	PRD	—		23/3/05	HRD	45					
20/9	ACLO I	—		24/3	CLO	✓					
✓	LA II	12		24/3/05	VAI	45					
✓	Acho I	12		30/3/05	ACLO I	50					
5/9	DL	18		30/3/05	CT	50					
✓	Room Serv	✓		✓	Cho I	51					
7/9	Com	—		30/3/05	DL	✓					
15/9	HE	19		31/3/05	Room Serv	✓					
14/11	DL	✓		08/4/05	HE	52					
16/11	ACLO I	✓		02/06/05	DL	✓					
19/11	VAI	✓		13/6/05	DAL I	✓					
18/11	ACLO I	20		13/6	SLO(R)	52					
✓	DL	✓		13/6/05	HRD	52					
19/11/00	ACLO I	✓		23/6/05	DDL II	53					
✓	PLO(R)	✓		23/6/05	54	PA					
✓	ARD I	✓		✓	PA	54					
20/11	ACLO I	✓									
4/9/02	DDL	28									
16/9/02	ACLO(R)	✓									
26/9	EO	✓									
11/12	ACLO(R)	30									
9/1	DDL	✓									
27/2/03	Cho II	33									
28/2/03	CT.	34									
✓	Cho II	35									
✓	DL	35									
5/3/2003	Room	✓									
6/3/03	Commun	35									
11/4	HE	36									
14/5	DL	36									
22/5/03	Cho II	✓									
23/7/03	HRD	37									
26/7	54	✓									
	PA										

Prefix	File No	Initials

LUM 8815

★ ISOTEK

FIDELITY
Fidelity Bank Plc

ABIA STATE LAND INFORMATION SYSTEM
(ALIS)

Nº 0209959

DATE 29-10-07

DEPOSITED FOR ACCOUNT OF:

ACCOUNT NO.

BEING RECEIPT FOR: [illegible] fee

ASSESSMENT REFERENCE:

REVENUE CODE:
AGENCY CODE:
PAYER ID:

NAME: Paulinus Ogasi
ADDRESS: [illegible]
TOTAL AMOUNT IN WORDS: [illegible]

CHEQUE BANK	LOCATION	CHEQUE NO.	NAIRA	KOBO
CASH				
First Bank				
		TOTAL		

This deposit slip is subject to final verification

DISTRIBUTION & COLOUR CODING

1st copy — Bank Credit Copy (White)
2nd copy — Payer's copy (Blue)
3rd copy — Government Agency Copy (Green)
4th copy — The Accountant-Generals copy (Yellow)
5th copy — Bank Copy (Pink)

FIDELITY BANK PLC RECEIVED 29 OCT 2007 UMUAHIA BRANCH

	fees			
	Total	[illegible]		

Name & Signature of Assessor: H. N. Uwanbi [illegible]

Name & Signature of Countersigning Officer (Schedule Officer): Chigozie Nwokedi

Name & Signature of Cashier: Onyi Onyinyi

Date: 29-10-07

Stamp of Receiving Bank with date

FIDELITY BANK PLC RECEIVED 29 OCT 2007 UMUAHIA BRANCH

Date:

MINISTRY OF LAND AND SURVEY

UMUAHIA, ABIA STATE

ASSESSMENT OF FEES

File No: Lum 8815 Date: 26/10/07

Location of Property: Umuobasi Ugba Umuahia

Name of Plot Holder: Pauline Gbasi

Transaction: Re-validation fee

MODE OF PAYMENT: Cash

S/No.	Type of Fees	Assessment	RCR No.	Remarks
	Re-validation fee	#10,000.00		
	Total	#10,000.00		

Name & Signature of Assessor: H.N. Uwaechie

Name & Signature of Countersigning Officer (Schedule Officer): Chigozie Nwokedi

Name & Signature of Cashier: Onyinyi

Date: 29-10-07

Stamp of Receiving Bank with date: FIDELITY BANK Plc. UMUAHIA BRANCH RECEIVED 2007

Date:

um 8815 - S.C.O. dated 8/11/2001, Regd. 5/5/58.

GOVERNMENT OF ABIA STATE OF NIGERIA
MINISTRY OF LANDS & SURVEY, ABIA

N0: 17667

APPLICATION FOR RE-VALIDATION AND RE-ISSUANCE OF CERTIFICATE OF OCCUPANCY

INSTRUCTIONS

1. Form is not for sale
2. Fill the form completely and accurately.
3. Fill one form per Certificate of Occupancy or deed of lease.
4. N10, 000.00 non-refundable processing fee for state acquired land.
5. N 5,000.00 non fundable processing fee for registered private land

Pay to Account No 3051400033 at any of the Fidelity Bank Plc Branches (₦200.00 Bank Charges)

Kindly Fill the form in BLOCK LETTERS2

APPLICANT'S PROFILE

1. NAME: MR. (Title) PAULINUS (First Name) OBASI (Middle Name) (Surname)
2. DATE OF BIRTH: ADULT (Day / Month / Year) 3. STATE OF ORIGIN NIGERIAN

PERMANENT CONTACT ADDRESS

4. UMUOBASI UGBA UMUAHIA. (Street Number) c/o FIRST BANK OF NIG. PLC, UMUAHIA MAIN BRANCH. (Street Name)
5. P.O. Box or P.M. B City /Town — State — Country
Telephone Number: — Residence — Office — Mobile Phone
6. Fax: — E-mail: — Sex: M.

PERMANENT CONTACT ADDRESS

7. Is your Plot allocated to you by Government? Yes ✓ No
8. Are you the Original owner of C of O? Yes ✓ No 8b. If "No" in 8. how did you acquire the Plot?
a. Mortgage b. Assignment C. Sublease d. Deed of Gift
e. Power of Attorney f. Letter of Administration g. Other (Specify)
9. State of development on the Plot for the main building (Select one from below) COMPLETED
a. Vacant. B. Fenced Only c. Excavation/Foundation d. Lintel Level e. Roof Level f. Partially Completed g. Completed
10. Is From returned in person? Yes No ✓ (1). If "No" in 10 give the full name and address of person returning this form to the Ministry
NAME FIRST BANK OF NIG. PLC. Address UMUAHIA MAIN BRANCH.
11. If "No" in above, what is the relationship between the person returning this form and the holder of the Certificate of Occupancy/Lease?
a. Family member b. Relative C. friend d. Business Associate
e Attorney f. Other (Specify) BANKER/CUSTOMER/LEGAL MORTGAGE.
12. Note: *"Please be informed that any incorrect or incomplete information provided may delay the processing of your new C of O.*
13. Signature of Applicant — Date 29-10-2007. — Signature of Agent/Representative/Attorney returning this form — Date: 29-10-2007.

J. OBUKE UMEZURIKE ESQ. (Solicitor). J. FIRST BANK PLC, UMUAHIA MAIN.

FOR OFFICIAL USE (DO NOT WRITE BELOW)

A. Plot Number B. Town Planning Zone C. Layout
D. C of O Number E. Lease/Other deed documented No: F. file Number
G. Document Submitted
a. C of O b. Deed of Sublease C. Deed of Mortgage d. Letter of Administration
e. Deed of Gift f. Court Affidavit g. Police Report h. Form C07 (m OF Inc)
i. Passport Photos j. newspaper advert k. Deed of Assignment l. Power of Attorney
m. Devolution Orders n. Others (Specify)
11. Identification: a Driver's License c. National ID D. Int'l Passport f. Court Affidavit Verifying Officer

NOTE: Return the completed form on or before 30th April 2007 to the Ministry's Headquarters Abia with:{1}Photocopy of Old C of O or Lease or title Documents ii) Teller of payment for application form (iii) Evidence of last Payment of Ground Rent (iv) Copy of Personal Identification etc

*COURTESY ABIA LANDS INFORMATION SYSTEMS COMMITTEE (ALIS)

Lum 8815

Lands Form 1A

ABIA STATE OF NIGERIA

CERTIFICATE OF OCCUPANCY No 5 PAGE 5 VOLUME 58

THIS IS TO CERTIFY THAT PAULINUS Obasi

hereinafter called the holder/holders which term shall include any person/persons defined as such in section 50 of the Land Use Decree No. 6 of 1978) is/are entitled to a right of occupancy in and over

Plot AT ODIKPIRITE UMUOBASI UGBA, UMUAHIA NORTH L.G.A in Block within

Layout or in and over a parcel of land described in the Schedule and more particularly delineated in the Survey Plan No. DOK/ABSC/1271/97 annexed hereto for a term of 99 (Ninety-Nine) years commencing from the 1st day of JANUARY 2001 according to the true intent and meaning of the Land Use Decree No. 6 of 1978 and subject to the provisions thereof and to the following special terms and conditions hereinafter contained.

(1) To pay in advance without demand to the Executive Governor or other person appointed by him:

(i) the yearly rent of N 105.00 on the first day of January in each year.

(ii) the premium of N –

(2) The rent hereby reserved shall be revised at the end of every ten years of the term of this Certificate of Occupancy.

(3) To pay and discharge all rates, assessments 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.

(4) To erect and complete on the said land within – years from the date of commencement of this right of occupancy buildings or other works specified in the detailed plans approved by the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor in that behalf.

(5) Such buildings or other works shall not be less than N 750,000.00 in value and should be built to the satisfaction of, and in accordance with plans approved by the Director of Lands/State Chief Lands Officer or other Officer appointed by Executive Governor in that behalf.

(6) To use the said land only for RESIDENTIAL

(7) To maintain in good and substantial repair to the satisfaction of the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor all buildings, or works on the said land either erected or to be erected pursuant to subsection 4 supra

(8) To maintain in good and substantial condition, all beacons and other landmarks by which the boundaries of the land comprised in this Certificate of Occupancy are defined and to clear and keep cleared the said land of all forms of refuse, including stagnant water, rank weeds, deposits of rubbish and to keep the same in all respects in a clean and sanitary condition and execute all such acts and works as the Executive Governor or any other officer authorized by him may reasonable require.

(9) Not to permit anything to be used or done upon any part of the demised premises which shall be noxious, noisy or offensive or be of any inconvenience or annoyance to tenants or occupiers of adjoining premises or near thereto.

(10) Not to erect or build or permit to be erected or built on the said land any building other than those convenanted to be erected by virtue of this Certificate of Occupancy or to make or permit to be made any addition or alteration to the said buildings erected on the land except in accordance with the plans and specifications approved by the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor in that behalf.

(11) Not to alienate the right of occupancy hereby granted or any part thereto either by sale, assignment, mortgage, sublease or otherwise howsoever without the consent in writing of the Executive Governor first had and obtained.

Signature of Holder

Date 8 11. 20 01

DR. URJI UZOR KALU

Executive Governor of Abia State of Nigeria

OCCUPANCY:

STAMPDUTY
IN RENT =
N65.00

The ... for the Operation of ... Act N65
(SIXTY FIVE NAIRA)
E.K. UKARIONE
(Commissioner of Stamp Duties)
Date 15/11/2001

N65.00 paid on RCR NO 0130775 of
29/8/2001

This document has been assessed for
survey & urban lands Planning
12.00
2014
N65
Director
N.U.
Etimisi
20/11/07

5 5 58
N.U. Kanapaw

Our Ref: LSU 3268/

Zonal Lands Office
Umuahia.

10th August, 2001.

The Director of Lands,
Ministry of Lands, Survey
and Urban Planning,
Umuahia.

APPLICATON FOR GRANT OF STATUTORY CERTIFICATE OF OCCUAPANCY IN RESPECTOF PROPERTY AT ODIKPIRITE UMUOBASI UGBA UMUAHIA NORTH LOCAL GOVERNMENT AREA, ABIA STATE.

Mr. Paulinus N. Obasi has applied to be granted a Statutory Certificate of Occupancy in respect of the above property. His interest in the said plot is a Power of Attorney dated 4th May, 2001and registered as No. 19/19/527 at Umuahia Land Registry donated to him by Sir Nathaniel N. Okezie of Umuobasi Ugba Ibeku in Umuahia North Local Government Area whose interest is by virtue of Customary Inheritance. Photocopy of the Power of Attorney is Herewith attached.

2. The property has been inspected and improvements thereon are valued at N580,000.00 (Five hundred and eighty thousand naira) Two copies of the inspection/ Valuation report are forwarded herewith. Also forwarded herewith are a copy of duly completed LUD/A Tax Clearance Certificate, passport sized photograph of the applicant.

3. Fees were collected as follows:-

(i) Application fee of N100.00 pd on RCR No. 0132242 of 15/8/01
(ii) Inspection fee of N200.00 pd on RCR No. 0132244 of 15/8/01
(iii) Charting fee of N100.00 pd on RCR No. 0132243 of 15/8/01
(v) Valuation fee of N3,500.00 pd on RCR No. 0223977 of 17/8/01

The Area Town Planning Officer has inspected the plot and his report has been forwarded to the Director of Town Planning.

ACLOI
pl study & sng
21/8/2001

LA III
Pls file

2

4. I recommend ~~as~~ the grant of a Statutory Certificate of Occupancy as follows:~~-~~

Holder:	Paulinus N. Obasi
Term:	99 (Ninety-nine) years w.e.f. 01/01/2001
Purpose:	Residential
Improvement:	Building being erected and valued at N580,000.00 to be finished and maintained.

Ufomba
L. Ufomba
Zonal Land Officer i/c
Umuahia.

3

INSPECTION AND VALUATION REPORT ON PROPERTY AT PLOT AT UMUOBASI UGBA, UMUAHIA NORTH LOCAL GOVERNMENT AREA OF ABIA STATE

NAME & ADDRESS OF HOLDER: Mr. Paulinus .N. Obasi of Ugiri Mbano in Isiala Mbano Local Government Area of Imo State.

LOCATION OF PROPERTY: The property situates along an unnamed road leading off Umuobasi Road, Umuahia.

PARTICULARS OF INTEREST: The holder's interest is rooted in a Power of Attorney dated 4th May, 2001 and registered as 19/19/529 Umuahia.

DATE OF INSPECTION: The property was inspected on 17th July,2001

PURPOSE OF VALUATION: The property is being valued for the purpose of a grant of Statutory Certificate of Occupancy.

DEVELOPMENT: Development on the site is an uncompleted storey building. It has just been decked to carry the first floor.
The details of construction are as follows:

Walls: are of sandcrete block and cement construction but not rendered or finished.
Roof: is decked
Ceiling: decked
Doors: openings only
Windows: openings only
Floors: are yet to be finished.

The building is designed to have 4 no. 3-bedroom flats when completed. Each flat will house 3 no bedrooms, 1 no sitting room, 1 no kitchen, 1 no passage, 1 no WC and 1 no bathroom.

SERVICES: Electricity and water are yet to be connected but are within service distance from the property.

VABUATION: We have adopted the Replacement Cost approach in our appraisal considering the costs of labour and materials. Allowances are made for the work left to be done to complete the building.

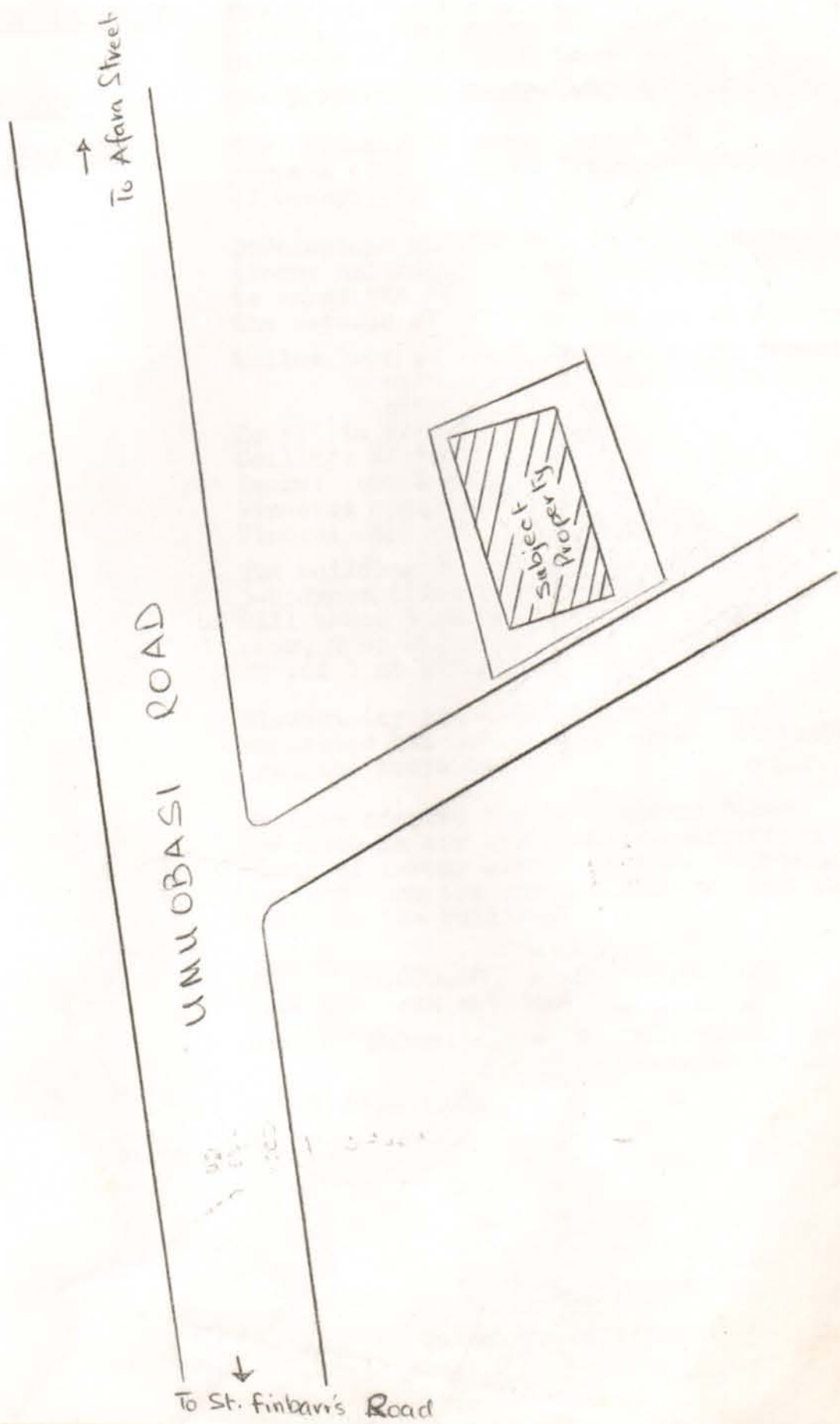
E.G.A.	=	466.20m^2
Cost @ N5,000.00	=	₦1,165,500.00
Less 50% work not done		x 0.5
Capital Value:	=	₦ 582,750.00

Say N580,000.00.

Ucheibe A.O.
Valuation Officer.

4

PROPERTY OF MR. PAULINUS N. OBASI AT UMUOBASI UGBA, UMUAHIA NORTH L.G.A., ABIA STATE.



Y 491

5

ORIGINAL

POWER OF ATTORNEY

THIS

POWER OF ATTORNEY is created this 4th day of MAY, 2001 by me Sir Nathaniel N. Okezie of Umuobasi Ugba Ibeku in the Umuahia North Local Government Area of Abia State of Nigeria (hereinafter called the "DONOR") in favour of Mr. Paulinus N. Obasi of Ugiri Mbano in Isiala Mbano Local Government Area of Abia State of Nigeria (hereinafter called the "ATTORNEY").

CONSTRUCTION:

In this instrument the following words shall be construed as indicated. The expression "DONOR" shall include the Donor himself, his Heirs, Privies, and all those claiming or deriving title from or through him. The expression "ATTORNEY" shall include the Attorney himself, His Heirs, Privies, Assigns and or successors-in-title).

WHEREAS:

1. The Donor is seized through customary inheritance from his late father/ancestors of the piece or parcel of land known as and traditionally called "ODIKPIRITE" situate and being at Umuobasi Ugba Ibeku, Umuahia in the Umuahia North Local Government Area of Abia State of Nigeria.
2. The Donor has received the sum of ₦500,000.00 (five hundred thousand naira) from MR. PAULINUS N. OBASI aforesaid (the receipt whereof the Donor hereby acknowledges) for the creation of this Power of Attorney.
3. The customary rites for donation of land under native law and custom have been duly performed by the Attorney.

NOW THIS POWER OF ATTORNEY WITNESSETH as follows:-

That I, SIR NATHANIEL N. OKEZIE hereby appoint MR. PAULINUS N. OBASI aforesaid with Power of substitution my true and lawful Attorney over and in respect of my said piece or parcel of land known as and traditionally called "ODIKPIRITE" situate and being at Umuobasi Ugba Ibeku, Umuahia in the Umuahia North Local Government Area of Abia State which measures approximately 508.579 SQ. MTS. in area and more particularly shown, described and delineated on survey plan No. DOK/ABSC/1271/97 dated 4th May, 1997 and annexed to these PRESENTS (hereinafter referred to as "the Property") and from the date hereof in my [illegible] and on my behalf to do and or execute all or any of the acts [illegible] and the things fo[illegible], namely:-

.../2

6

1. To enter into and at all times material have quiet, undisturbed and exclusive possession of my said property.

2. To farm, develop, manage and superintend the management of the same. Further to enter into any form of contracts, agreements or convenants in relation of the same.

3. Subject to any law for the time being in force to sell, attorn, give upon mortgage, pledge, charge, exchange or assign to himself or to any other person(s) the said property or any part thereof so that the doctrines of NEMO DAT QUOD NON HABET and DELEGATUS NON PROTEST DELEGERE does not apply.

4. To apply to the appropriate authority for the grant of licences, permits approvals and to register and record the same in the proper office and to apply for certificate of occupancy in respect thereof.

5. To commence, prosecute, defend or oppose all actions and other legal proceedings and demands touching or connecting the said property or any of the matters aforementioned.

6. To sign and give motice(s) to any occupier of my said property to quit and to abate any nuisance or remedy any breach or for any other purpose whatsoever.

7. For myself and my successors-in-title, ratify and comfirm and agree to ratify and confirm whatever my said Attorney shall do by virtue of these PRESENTS and INDEMNIFY my said Attorney against any loss, or damage or expenses incurred arising from or otherwise connected with any defect in my title.

Generally, to act in relation of my said property as fully and effectually in all respect as I could myself act.

AND I, SIR NATHANIEL N. OKEZIE hereby declare that this Power of Attorney is and shall remain IRREVOCABLE from the date hereof.

SIGNED, SEALED AND DELIVERED,
BY THE WITHIN NAMED DONOR.

SIR NATHANIEL N. OKEZIE

.../3

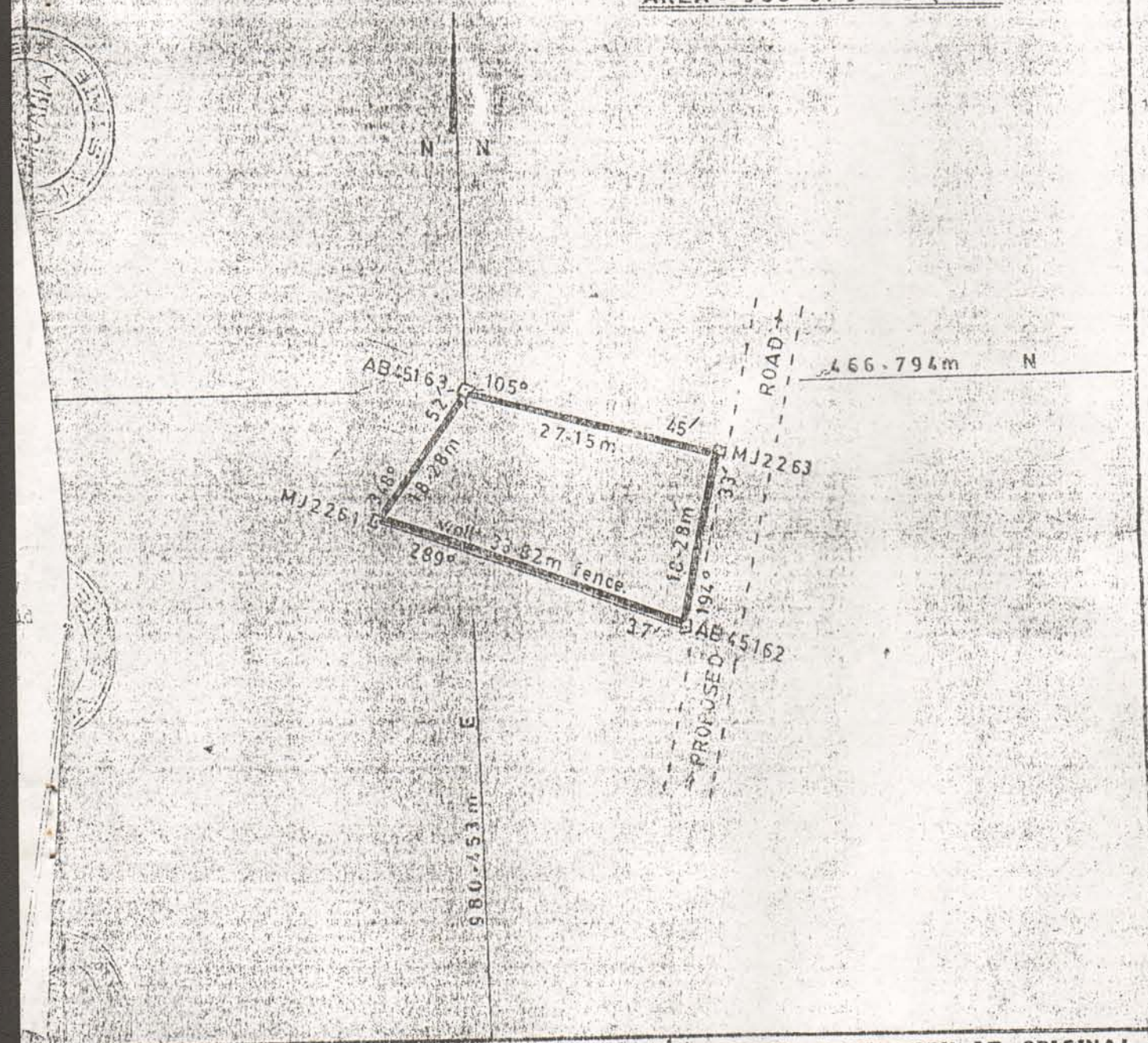
7

PLAN No D O K/ABSC/1271/97

PLAN SHEWING LANDED PROPERTY OF
MR. PAULINUS OBASI
AT ODIKPIRITE UMUOBASI UGBA, UMUAHIA
NORTH LOCAL GOVT AREA
ABIA STATE OF NIGERIA
SCALE: 1/500

m10 0 10 20m

ORIGIN: C F I 333
AREA = 508·579 SQ.MTS.



PLAN No D O K/ABSC/1271/97

CERTIFIED TRUE COPY OF ORIGINAL
PLAN MADE BY ME ON 4.5.97

SURV, D.O.K. OTI
REGISTERED SURVEYOR
No 42 LAGOS ST. UMUAHIA

IN THE PRESENCE OF:

1. Name: Lady Comfort N. Okeju
   Address: Umuobasi - Ugba Ibeku
   Occupation: House Wife
   Signature: .....

2. Name: Emmanuel N. Okeke
   Address: Umuobasi Ugba - Ibeku
   Occupation: business
   Signature: .....

3. Name: Paulinus Obasi
   Address: 38 Afara St. Umuahia
   Occupation: .....
   Signature: .....

4. Name: Mrs Elere Regina Obasi
   Address: 38 Afara St Umuahia
   Occupation: Trader
   Signature: .....

5. Name: I. N. ONYENWEAMA
   Address: Umuobasi Ugbelbeke
   Occupation: C and J
   Signature: .....

PREPARED BY ME:

A. O. UGWA ESQ.
SOLICITOR & ADVOCATE
NO. 3 BENDE ROAD UMUAHIA

A. O. UGWA, ESQ.,
SOLICITOR & ADVOCATE,
NO. 3, BENDE ROAD,
UMUAHIA.

IT 70

Original

Ref. No. 7/22813

075249

ABIA STATE OF NIGERIA

BOARD OF INTERNAL REVENUE

INTERNAL REVENUE OFFICE

Umuahia

Date 8/6/2001

INCOME TAX CLEARANCE CERTIFICATE

This is to certify that Mr/~~Mrs/Miss/Madam~~ Olaiz Pauline

of 38 Afara St Umuahia has settled

his/her income tax assessments for the past three years (i.e. 19 98, 19 99, 19 2000

2. Details of his/her assessments are as follows:

	19 98	19 99	19 2000
Total Income...	₦41250	₦43750	₦46250
Tax Paid	₦700.00	₦800.00	₦900.00
No. and date of Tax Receipts issued	523563 7/6/2001	523564 7/6/2001	523565 7/6/2001

3. Sources of Income Driving

4. This Certificate expires on 31 — 12 — 2001

Signature

Officer in-charge Tax District

J. C. Okoli

OFFICIAL DATE STAMP IMPRESSION

8/6/2001

NSPMC

RCO(R) SBM

Pls refer to pp. 5-9 and confirm interest in the ppty.

23/8

24/8/2007

~~PRO~~ ACWI

I confirm that the ppty at Umuabosi Ugba, Umuahia is held by Pauline Obasi under a deed of P/A dated 4/5/2001 and reg. as NO 19/19/529 Umuahia. The interest is free from encumbrance

27/8/2001

27/8/2001

NOTE

The following fees are payable:-

Administrative fee — ₦250.00
Registration — ₦200.00
Approval — ₦150.00
Preparation — ₦150.00
Rent — ₦105.00
Stamping — ₦85.00
Total = ₦940.00

LA II

P.4. recommendation Al.

27/8

Acho I

Please vet draft recommendation abe while we wait for town planning report. the owner is pressed up.

27/8/2007

13

MINISTRY OF LANDS SURVEY AND URBAN PLANNING
UMUAHIA, ABIA STATE
ASSESSMENT OF FEES

File No. hum 8815 Date 27/8/2001

Location of Property Plot at Umuobasi Ugba Ibeku

Names of Holder Mr. Paulinus Obasi

Transaction: Copy

MODE OF PAYMENT: cash

S/No.	Type of fees	Assessment	RCR. No.	Remarks
	Admin-fee	₦250.00	0132772	
	Deed fees	₦500.00	0132773	
	Rent	₦105.00	0132774	
	Stamping	₦85.00	0132775	
			27/8/2001	
	Total	₦940=		

Name & Signature of Assessor: Ikeokwu I. Ikonga

Name & Signature of Countersigning Officer (Schedule Officer) Chukwudinma Ogbonna

Name & Signature of Cashier:

Stamp of the Receiving bank with date

Date

Date

CITIZENS BANK 3
UMUAHIA-TELLER 3
2001 AUG 27 P12:36

REVENUE COLLECTOR'S RECEIPT

0131748 **ABST BK 6A**

14

ABIA STATE OF NIGERIA

Station Umuahia

Date 28/8/2001

HEAD 0102 *Sub-head* 470

Received from Paulinus Okoasi

the sum of Ten thousand *Naira*

kobo

*being (description of payment)** Special fee for 470

**If space is insufficient further particulars must be inserted on the back of Receipt*

₦ 10,000 : ₭

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

REVENUE COLLECTOR'S RECEIPT

0132775 **ABST BK 6A**

ABIA STATE OF NIGERIA

Station Bonny

Date 29/8/2001

HEAD 0102 *Sub-head* 470

Received from Paulinus Okoasi

the sum of Eighty Three *Naira*

kobo

*being (description of payment)** Stamping fee on Plot at Ugbo 1 Bonny

**If space is insufficient further particulars must be inserted on the back of Receipt*

₦ 85 : ₭

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

GERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABI

REVENUE COLLECTOR'S RECEIPT 0132774 **ABST BK 6A** 15

ABIA STATE OF NIGERIA

Station Umuahia

Date 29/8/2001

HEAD 0402 Sub-head 4

Received from Pauline Obosi

the sum of One hundred and Five Naira

being (description of payment)* Ground rent on plot at Ugbo Ibeku kobo

*If space is insufficient further particulars must be inserted on the back of Receipt

₦ 105 : k

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

GERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABI

REVENUE COLLECTOR'S RECEIPT 0132773 **ABST BK 6A**

ABIA STATE OF NIGERIA

Station Umuahia

Date 29/8/2001

HEAD 0402 Sub - head 1 Deed

Received from Pauline Obosi

the sum of Five hundred Naira

being (description of payment) Deed fees on plot at Ugbo Ibeku kobo

*If space is insufficient further particulars must be inserted on the back of Receipt

₦ 500 : k

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

GERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABI

16

ABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABIASTATEOFNIGERIAABI

REVENUE COLLECTOR'S RECEIPT 0132772 **ABST BK 6A**

ABIA STATE OF NIGERIA

Station _____

Date 29/8/2001

HEAD 0402 Sub - head _____

Received from Paulinus Ogbonna

the sum of Two hundred and fifty Naira kobo

being (description of payment)* Admin Fee on plot at Ugwu Ibeku

*If space is insufficient further particulars must be inserted on the back of Receipt

N 250	:	k

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

Area Town Planning Office
No. 5 Adelabu Street,
Umuahia.

17

Our Ref: UATPO/4406/8

23rd August, 2001

The Director,
Dept. of Town Planning
and Open Spaces,
Ministry of Lands, Survey
and Urban Planning,
Umuahia.

DIRECT APPLICATION FOR GRANT OF CERTIFICATE OF OCCUPANCY BY MR. OBASI PAULINUS IN RESPECT OF PROPERTY AT UMUOBASI - UGBA IBEKU (LSU 3268)

The above application (LSU 3268) for grant of Certificate of Occupancy was sent to this office by the Zonal Land Officer Umuahia for processing. The application which is been processed from Town Planning Department point of view was made by Mr. Obasi Paulinus in respect of a property located at Umuobasi Ugba Ibeku. The property has been inspected and related to the Aguiyi Ironsi Layout Umuahia with the following findings:

1. Location: The property is physically located at Umuobasi Ugba Ibeku in Umuahia North Local Government Area. This location falls within the native compound and the area exicised for the natives in the Aguiyi Ironsi Layout plan No. 4MA/18B. Attached herewith are two print copies of charting extract showing the true location of the property in relation to Aguiyi Ironsi Layout.

ii. Accessibility: The property draws access through a motorable earth road that aborts on Umuobasi Street Umuahia.

iii. Development: Applicant's plot is being developed into a three storeyed residential building with building plan submitted to UCDA for approval. The approval of the plans are awaiting the grant of Statutory Certificate of Occupancy Adjoining plots are developed for residential use.

iv. Landuse: The purpose clause of the application is residential and the proposal accords with the provisions of the scheme as well as the Zoning in the master plan. The neighbourhood is developed into a residential settlement.

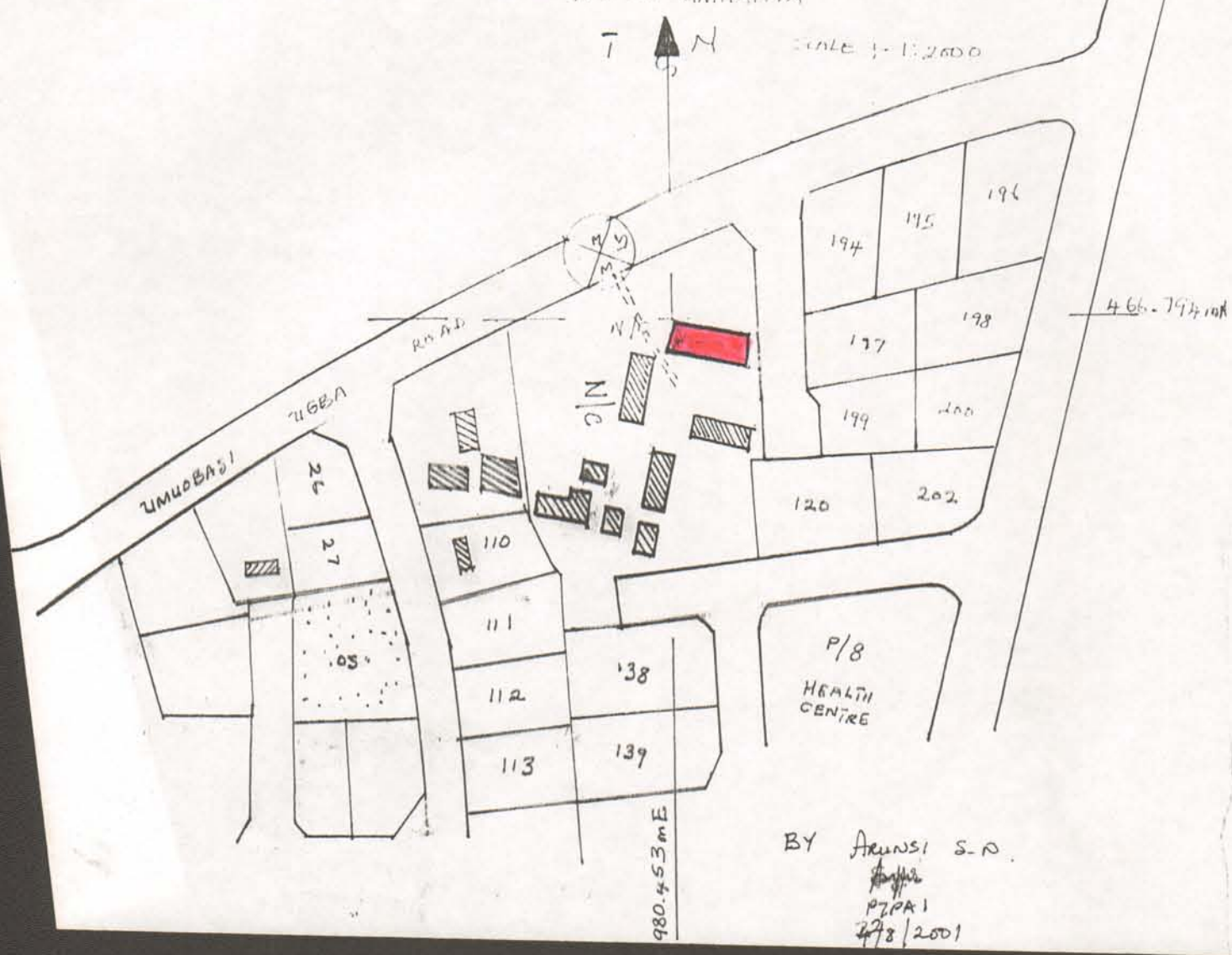
v. Government Interest: The location of the property is not encumbered by any government interest. The property is not required for public purposes.

2. In view of the above findings, application is recommended for grant of Certificate of Occupancy for residential use please.

Amaefule, Ikechi
Area Town Planning Officer,
Umuahia.

17A

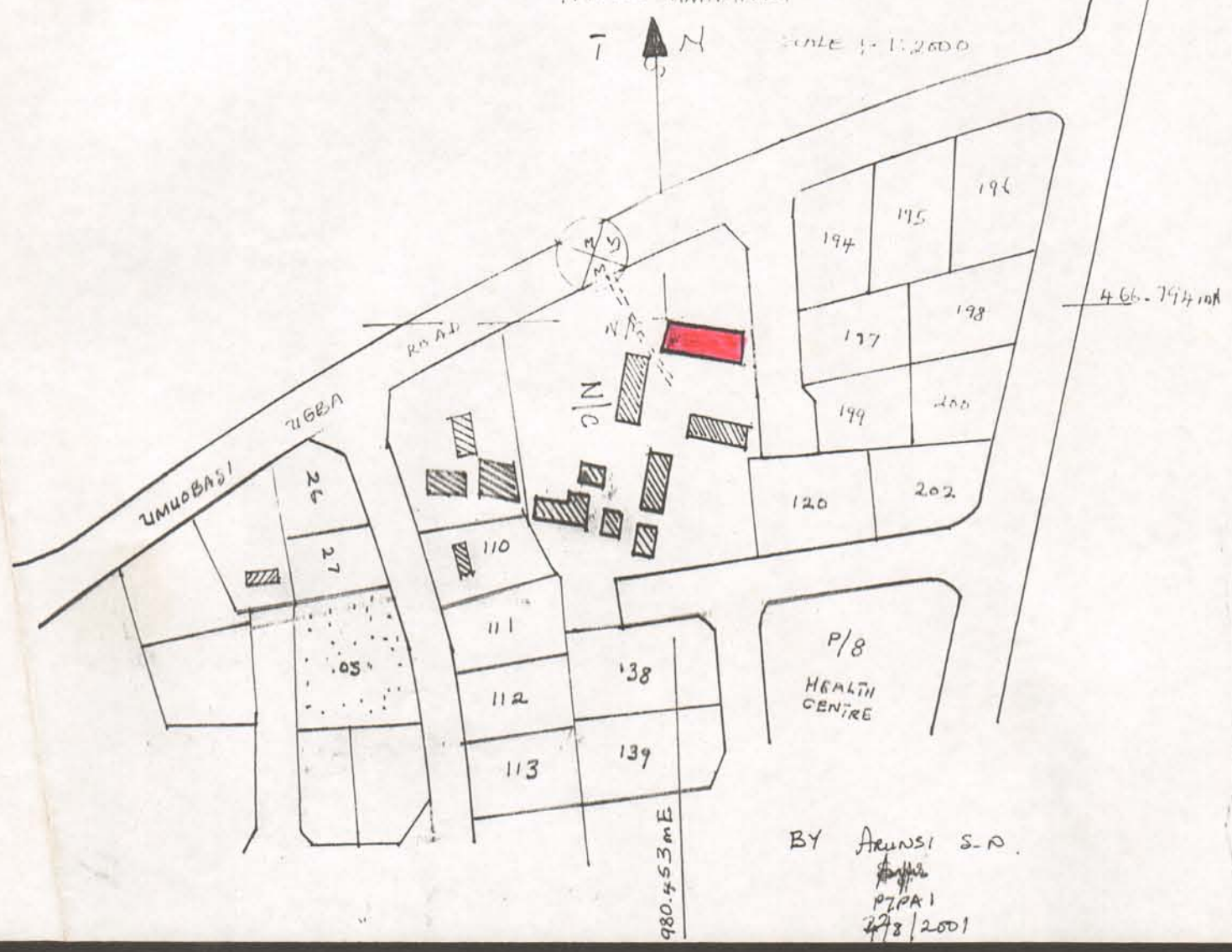
CHARTED EXTRACT FROM
AGUTA IKONSI LAYOUT, UMUAHIA, 1977
OF LANDED PROPERTY OF MR. OBASI PAULINUS
AT UMUOBASI - UGBA IFAKWU UMUAHIA



BY ARUNSI S.N.
PZPA1
278/2001

17A

CHARTED EXTRACT FROM
AGUTA IRONSI LAYOUT, UMUAHIA, IBAU
OF LANDED PROPERTY OF MR. OBASI PAULINUS
AT UMUOBASI - UGBA IBEKU UMUAHIA



BY ARUNSI S.A.
PZPA1
28/2001

17B

S (OW) 100

SURVEY DESCRIPTION

OF LANDED PROPERTY
OF MR PAULINUS OBASI

All that parcel of land at OBIKPIRITE UMUOBASI in the UMUAHIA NORTH ABIA Local Government Area of the ~~Imo~~ State of Nigeria, containing an area of approximately 508.579 ~~Hectares~~/Square Metres shown on REGISTERED SURVEYORS ~~Imo State of Nigeria~~ Survey Plan No. DOK/ABSC/1271/97 (~~Tracing No.~~), the boundaries of which are described below.

Starting at a concrete pillar marked ~~TB~~ AB 45163, the co-ordinates of which are 466.794 Metres North/~~South~~ and 980.453 Metres East/~~West~~ of a concrete pillar marked CFI 333 the Origin of NIGERIA Cadastral Surveys, the boundaries run in straight lines the bearings and lengths of which are as follows:—

FROM	BEARING	LENGTH	TO
AB 45163	105° 45'	27.15m	MJ 2263
MJ 2263	194° 33'	18.28m	AB 45162
AB 45762	289° 37'	33.82m	MJ 2261
MJ 2261	348° 52'	18.28m	AB 45163

↓
the starting point

All property beacons are concrete pillars, all bearings and lengths are approximate and all bearings are referred to National/~~True~~ North.

for Surveyor-General
~~Imo~~ State of Nigeria

GPO L 462/690/20,000

DL,

18

From P.1 submitted please.

2. Mr. Paulinus N. Obasi has applied through the Zonal Lands Office, Umuahia for grant of Statutory Certificate of Occupancy in respect of his property at Odikpirite Umuobasi Ugba Umuahia in Umuahia North Local Government Area. He acquired interest in the property by virtue of a Power of Attorney dated 4th May,2001 and Registered as 19/19/527 Umuahia (PP5-9). The Deeds Registry has at P. 11 confirmed that the property is free from encumbrance and still vested in Mr. "U"

2. The inspection report at PP 3-4 reveals that the property is developed while additional report from the Area Town Planning Officer Umuahia at PP 7-17A confirms that the property is not encumbered by Government interest.

3. Fees were paid at PP 13-16, while the applicants income current Tax Clearance certificate is filed as P. 10.

4(a) In view of the above and in pursuance of Section 34(2) of the Land Use Act No 6 of 1978, it is recommended that the Exectuve Governor be advised to grant the certificate of occupancy as follows:

Holder - Paulinus N. Obasi

Location - Plot at Odikpirite Umuobasi Ugba, Umuahia North L.G.A.

Term - 99 (Ninety Nine) year with effect from 1/1/2001

Rent - ₦105.00 Per annuam

Revision Period - Every 10 (Ten) Years

Purpose Clause - Residential Use.

Building Convenant - Building already erected and valued at ₦580,000.00 (Five hundred and Eighty thousand Naira) to be maintained in good conditions.

(b) He will also sign and date the Statutory Certificate of Occupancy at back cover as endorsed in original counterpart and registry copies (3 signatures and date).

CHUKWUDINMA OGBONNA
ACLO I
Date 5/9/2001

The Permanent Secretary,

The above submission is in order.

2. You will please advise His Excellency, the Executive Governor to treat as recommended in paragraph 4. The ₦10,000 has been paid as shown at P14

E. K. Ukariwe
Director of Lands
Date. 5/9/2001.

19

Hon Com

Pl see o/L. The submission is in order. You may request His Excellency to sign the C. of O. abc

7/9/2001

The Executive Governor of Abia State.

The submission on page 18 is in order, please.

Your Excellency is respectfully requested to kindly give your approval to the Certificate of Occupancy at back cover in favour of the holder and to sign and date in triplicate the original, counterpart and registry copy (3 signatures and date)

Respectfully Sumitted

SURV. MARTIN N. UMESI
HON. COMMISSIONER

DATE 18/9/2007

CFL
see

8/11

D.L.
pls deal

14/11/2007

VA I
Pls deal
19/11

Acnol
Pl top
16/11

20

4

Please sign and date the SDAC endorsed on the original and Counterpart of the C of O placed abc. (3 signatures and date).

19/11/2001.

19/11

ACLO I

SDAC signed

19/11/2001

~~ALO(R)~~ ARD I

Pls effect registration of SC of O abc.

19/11

19/11/2001

PRD

Pls c o fo detached as NOV 20.

20/11/01

A CLO I

please see the deed abc in 3 copies, 1 original, 1 copy and 1 c/p of duly R'd as 5/5/88 and despatch accordingly.

20/11/2001

21

NOTE

Particulars of the Scogo dated 8/11/2001 and registered on 5/5/58 thereof have been entered at folio 124 of the LDR Book for Scogo and serially numbered as 9of 18 vol. XIX Um.

2. The counterpart copy has been detached for records.

20/11/2001

RECEIPT

Original copy is hereby collected by me for and on behalf of the holder.

Name N.U.Nwabara

Address MLS&NP, Um.

Signature

Date 20/11/2001

22

LAND 'A'

GOVERNMENT OF ABIA STATE OF NIGERIA

Your ref. LSU 3268

Our ref. LUM 8815/22

Ministry of Works, Lands, Housing and Transport,
Bureau of Lands and Housing, Lands Department,
P.M.B. 7230
Umuahia.

The Zonal Land Office
Umuahia

29/8/02

RETURN OF A COPY OF COFO IN RESPECT OF PROPERTY AT UGBA

With reference to your letter No.....of.....19.....

I forward herewith one copy of the Statutory Certificate of Occupancy in respect of the above, registered as No. 5 at Page 5 in Volume 58 Serially numbered as 4/2 D 18 Vol. XIX Umuahia

2. The particulars of the Statutory Certificate of Occupancy are as follows:-

(a) Holder: Paulinus Obasi

(b) Grantor: Abia State Government

(c) Place: Plot at Odikpinte Umuobasi Ugba.

(d) Term: 99 years from 1/1/2001

(e) Purpose: Residential use

(f) Annual Rent: ₦105.00 per annum

(g) Revision Period: Every ten years

(h) Registration Particulars: No. 5 at Page 5

in Volume 58 Umuahia

(i) Date of Execution: 8/11/2001

3. The address of the holder is as follows: Ugiri Mbano vi Isiala Mbano L.G.A

Rent (s) for 19 2002 have/has not been paid.

Okokwu I. Georgu
for: Director of Lands

Our ref:.....
Bureau of Lands and Housing,
Umuahia.

....., 19....

Desped 29/08/02

The Auditor-General,
Audit Department, Umuahia.

The Tax Assessment Authority,
Board of Internal Revenue, Aba.

Above for your information and necessary action.

.....
for: Commissioner

GPU L 175/1293/5,000

ORIGINAL 70018 Vol. XIX Umuahia

LUM 8815
LSU 3268

24

Lands Form 1A

ABIA STATE OF NIGERIA

CERTIFICATE OF OCCUPANCY No. 5 PAGE 5 VOLUME 58

THIS IS TO CERTIFY THAT Fabul Ugwu Obasi

hereinafter called the holder/holders which term shall include any person/persons defined as such in section 50 of the Land Use Decree No. 6 of 1978) is/are entitled to a right of occupancy in and over

Plot No. [illegible] in Block [illegible] Layout or in and over a parcel of land described in the Schedule and more particularly delineated in the Survey Plan No. [illegible] annexed hereto for a term of 99 (Ninety-Nine) years commencing from the 1st day of January 2021 according to the true intent and meaning of the Land Use Decree No. 6 of 1978 and subject to the provisions thereof and to the following special terms and conditions hereinafter contained.

(1) To pay in advance a yearly rent demanded by the Executive Governor or other person appointed by him:

(a) the yearly rent of N [illegible] on the first day of January in each year.

(b) the proportion of [illegible]

(2) The rent hereby reserved shall be revised at the end of every ten years of the term of this Certificate of Occupancy.

(3) To pay and discharge all rates, assessments 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.

(4) To erect and complete on the said land within [illegible] years from the date of commencement of this right of occupancy buildings or other works specified in the detailed plans approved by the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor in that behalf.

(5) Such buildings or other works shall not be less than N 750,000.00 in value and should be built to the satisfaction of, and in accordance with plans approved by the Director of Lands/State Chief Lands Officer or other Officer appointed by Executive Governor in that behalf.

To use the said land only for RESIDENTIAL

To maintain in good and substantial repair to the satisfaction of the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor all buildings, or works on the said land either erected or to be erected pursuant to subsection 4 supra

(8) To maintain in good and substantial condition, all beacons and other landmarks by which the boundaries of the land comprised in this Certificate of Occupancy are defined and to clear and keep cleared the said land of all forms of refuse, including stagnant water, rank weeds, deposits of rubbish and to keep the same in all respects in a clean and sanitary condition and execute all such acts and works as the Executive Governor or any other officer authorized by him may reasonable require.

Not to permit anything to be used or done upon any part of the demised premises which shall be noxious, noisy or offensive or be of any inconvenience or annoyance to tenants or occupiers of adjoining premises or near thereto

(10) Not to erect or build or permit to be erected or built on the said land any building other than those contemplated to be erected by virtue of this Certificate of Occupancy or to make or permit to be made any addition or alteration to the said buildings erected on the land except in accordance with the plans and specifications approved by the Director of Lands/State Chief Lands Officer ~~or other officer~~ appointed by the Executive Governor in that behalf.

(11) Not to alienate the right of occupancy hereby granted of any part thereto either by sale, assignment, mortgage, sub-lease or otherwise howsoever without the consent in writing of the Executive Governor first had and obtained

Signature of Holder Date 2 11 20

GEORGE UKAJI OGBONNA KALU
Executive Governor of Abia State of Nigeria

GPO 25/3710/5,000

25

SURVEY DESCRIPTION

S (OW) 100

OF LANDED PROPERTY
OF MR PAULINUS OBASI

All that parcel of land at OAKPIRITE UMUOBASI UMUAHIA NORTH ABIA in the Local Government Area of the ~~Imo~~ State of Nigeria, containing an area of approximately 508.579 ~~Hectares~~/Square Metres shown on REGISTERED SURVEYORS Imo State of Nigeria Survey Plan No DBK/ABSC/127/97 (Tracing No.), the boundaries of which are described below.

Starting at a concrete pillar marked PB AB 45163, the co-ordinates of which are 466.794 Metres North/~~South~~ and 980.453 Metres ~~East/West~~ of a concrete pillar marked CFI 333 the Origin of NIGERIA Cadastral Surveys, the boundaries run in straight lines the bearings and lengths of which are as follows:—

FROM	BEARING	LENGTH	TO
AB 45163	105° 45'	27.15m	MJ 2263
MJ 2263	194° 33'	18.28m	AB 45162
AB 45162	289° 37'	33.82m	MJ 2261
MJ 2261	348° 52'	18.28m	AB 45163

↓
the starting point

All property beacons are concrete pillars, all bearings and lengths are approximate and all bearings are referred to National/~~Grid~~ North.

for Surveyor-General
~~Imo~~ State of Nigeria

GPO 1. 462/690/20,000

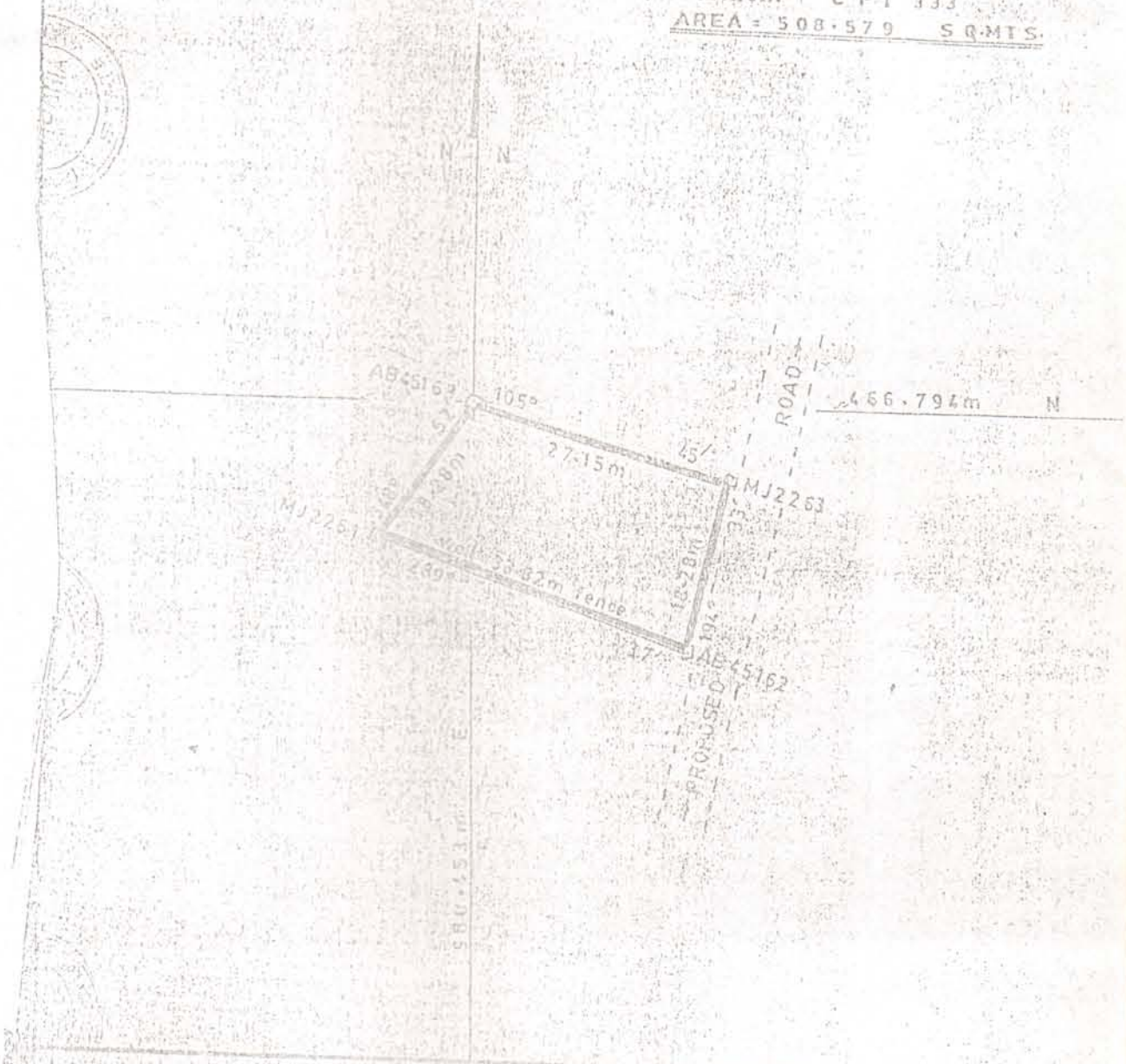
26

PLAN No DOK/ABSC/1271/97

PLAN SHEWING LANDED PROPERTY OF
MR. PAULINUS OBASI
AT ODIKPIRITE UMUOBASI UGBA, UMUAHIA
NORTH LOCAL GOVT AREA
ABIA STATE OF NIGERIA
SCALE: 1/500

m10 0 10 20m

ORIGIN: C F I 333
AREA = 508.579 SQ.MTS.



PLAN No DOK/ABSC/1271/97

CERTIFIED TRUE COPY OF ORIGINA
PLAN MADE BY ME ON 4.5.9

SURV, D.O.K. OTI
REGISTERED SURVEYOR
No 42 LAGOS ST. UMUAHIA

27 ORIGINAL

STATUTORY CERT.
OCCUPANCY

STAMP DUTY
ON REAL
ASSET

1465
(SIXTY-FIVE NATRA)
E.R. UKARANDE
15/11/2001

AGREEMENT PAYABLE ON RER NO 0130775 of
25/8/2001

Survey + Urban Planning
12.00
20th
Hands
Ernest
20/11/01

5 5 58

JSh whole file submitted from P. 23
for your necessary action.
4/9/2002

~~ACLO(R)~~ EO

Pls refer to pp. 24 – 27 and confirm
interest in the property.
16/9/2002

16/9

29

AA 79

Ref. No. 7/22813

Original

075249

ABIA STATE OF NIGERIA

BOARD OF INTERNAL REVENUE

INTERNAL REVENUE OFFICE

Umuahia

Date 7/6/2002

INCOME TAX CLEARANCE CERTIFICATE

1. This is to certify that Mr/Mrs/Miss/Madam Olasi Pauline

of 38 Afara St Umuahia has settled

2. his/her income tax assessments for the past three years (i.e. 19 99, 19 2000 & 2001)

2. Details of his/her assessments are as follows:

	19 99	19 2000	19 2001
Total Income	₦4125.00	₦4375.00	₦4625.00
Tax Paid	₦200.00	₦800.00	₦900.00
No. and date of Tax Receipts issued	5235639 7/6/2002	5235647 7/6/2002	5235655 7/6/2002

3. Sources of Income Driving

4. This Certificate expires on 31-12-2002

Signature

Officer in-charge Tax District

J. C. Okoli

OFFICIAL DATE STAMP IMPRESSION

7/6/2002

~~DDC~~
~~ACLO(R)~~

I confirm that the property located at umuobasi Ugba is vested on Obasi, Paulinus by virtue of certificate of occupancy dated 8th NOV, 2001 and reg'd as 5.5.58.

The interest in the property is free from encumbrance, you may wish to direct further please.

8/10/2002

7.9/10

31

MINISTRY OF LANDS SURVEY AND URBAN PLANNING
UMUAHIA, ABIA STATE
ASSESSMENT OF FEES

File No. LUM 8815 Date 13/09/02

Location of Property Plot at Odikpinte Umuobasi Ugba

Names of Holder Mr Paulinus Obasi

Transaction: legal Mortgage transaction

MODE OF PAYMENT: Cash

19172937 12

CITIZENS BANK UMUAHIA-TELLER
2002 SEP 13 A.10: 13

S/No.	Type of fees	Assessment	RCR. No.	Remarks
	Adm: fee	₦1000 =	0354897	
	Registration	₦1000 =	0354898	
	Consent	₦ 2,500 =	0354899	
	2002 Rent	₦105 =		
	10% Penalty	₦10.50K	0354900	
	Total	₦ 4615.50		

← 27/2/2003

Name & Signature of Assessor: Ikeokwu J. Nwogu

Name & Signature of Countersigning Officer (Schedule Officer) Osuna Ukpebegh LO

Name & Signature of Cashier:

Stamp of the Receiving bank with date

Date

Date

ABST BK 6A

0354898

32

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

Station: Umu
Date: 27/2/2003
HEAD: 0402
Sub - head: 116
Received from: Paulinus Obasi
the sum of: One thousand — Naira — kobo
being (description of payment)*: Reg fee on plot at Umuobasi Ugba

*If space is insufficient further particulars must be inserted on the back of Receipt

₦ 1000 : -k

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

ABST BK 6A

0354900

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

Station: Umu
Date: 27/2/2003
HEAD: 0405
Sub - head: 4
Received from: Paulinus Obasi
the sum of: One hundred and fifteen — Naira — kobo
being (description of payment)*: 2002 rent/penalty on plot at Umuobasi Ugba

*If space is insufficient further particulars must be inserted on the back of Receipt

~~₦ 105~~ : k

115 50

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

ABST BK 6A

0354899

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

Station: Umu
Date: 27/2/2003
HEAD: 0402
Sub - head: 130
Received from: Paulinus Obasi
the sum of: Two thousand five hundred — Naira — kobo
being (description of payment)*: Consent fee on plot at Umuobasi Ugba

*If space is insufficient further particulars must be inserted on the back of Receipt

₦ 2500 : -k

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

ABST BK 6A

0354911

33

Station Umu

Date 27/2/2003

HEAD 0402

Sub - head Mortgage

Received from Paulinus Okpasi

the sum of Five thousand

Naira

being (description of payment)* Fees for Deed of Legal Mortgage

kobo

*If space is insufficient further particulars must be inserted on the back of Receipt

₦ 5000 : -k

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

ABST BK 6A

0354897

Station Umu

Date 27/2/2003

HEAD 0402

Sub - head 128

Received from Paulinus Okpasi

the sum of One thousand

Naira

being (description of payment)* Admin fee on plot at Umuobasi Ugba

kobo

*If space is insufficient further particulars must be inserted on the back of Receipt

₦ 1000 : -k

Signature or Mark of Payer

Signature of Revenue Collector

Signature of Witness to Mark

Occupation of Witness

Witness in Mark

Ch II

Please vet draft recommendation abe.
Also advise the typist to insert the name of the Executive Governor on the Deed of Mortgage abe.

27/2/03

34

CT

i. Ms Fair drafts a/s c.

ii. Insert the name of the Executive Governor on the Deed of Mortgage a/s c.

f/p 28/2/03

35

DL,

Whole file and in particular from P.23 submitted please.

2. Asoluka Oweregbulam & Co, Legal Practitioners of No.14/16 Mere Street, Owerri Imo State has applied for a Ministerial consent in respect of a legal mortgage transaction between Mr. Paulinus Obasi and Afribank Nigeria Plc. The Deeds registry has at P.30 confirmed that the property is free from encumbrance and still vests in Mr. Paulinus Obasi.

3. Mr. "OBASI" acquired interest in the property by virtue of a statutory certificate of occupancy dated 8/11/2001 and registered as No. 5/5/58 Umuahia, see pp.24 - 27. Necessary fees have paid at pp.31 - 33 while the income tax clearance certificate of the mortgagor is filed at P.29.

4. In the light of the above, I recommend that the Executive Governor be advised to give his consent to the legal mortgage transaction as required under section (2) of the Land use Decree No. 6 of 1978 by signing and dating the consent certificate at back cover as endorsed in original counter part and Registery copies.

(3 Signatures and Date)

Egonu .O. Ezumah
CLO I
Date. 28th Feb. 2003

Perm Sec.

The above submission is in order. 2. You will Please advise the Executive Governor to treat as recommended in paragraph 4.

E. K. Ukariwe
Director Lands
Date. 5/3/2003

Hon. Commr

Kindly request His Excellency to treat para. 4 above as recommended

6/3/03

36

The Executive Governor of Abia State.

The submission on page 35 is in order, please

Your Excellency is graciously requested to kindly give your consent to the Tripartite legal mortgage transaction and to sign and date the consent Certificate endorsed on the Deed at back cover in triplicate original, counterpart and registry copy (3 signatures and date)

Respectfully Submitted

CHIEF C.O.O. IZIMA (KSC)
HON. COMMISSIONER

DATE...14/4/03

HCFL
24/06/03

HCFL
24/06/03

14/7/03

CLOTT
for.
22/7/2003

HRD

Please arrange for the registration of the Deed of Mortgage also in original, counterpart and Registry copy.

23/7/03

LA

Pl. process the f/m abc.

24/2/2003

CLO II

Pl. file also 2 (two) copies of ~~Deed~~ the Deed of legal Mortgage registered as No 78/78/482 f.f.n.a.

5/8/03

NOTE

Particulars of the Deed of legal Mortgage dated 24/06/03 and registered as no 78/78/~~482~~ 482 Umuahia have been entered at folio 19172 of the LDR Book and serially numbered as D(d) 41 vol. V Umuahia.

2. A copy is detached for records.

5/8/03

38

RECEIPT

Original and counterpart of the Deed of legal mortgage dated 24/06/03 and regd. as no 78/78/482 Umuahia are hereby collected by me;

Name Bar. J.O. Ndu Esq

Address 14/16 Mera St. Ow

Signature

Date 5/8/2003

PA

HRD

Please arrange for the registration of the Deed of Mortgage also in original, counterpart and Registry copy.

23/7/03

LA

Pls. process the L/M abc.

24/2/2003

CLO II

Pl. file also 2 (two) copies of ~~Deed~~ the Deed of legal Mortgage registered as No 78/78/482 f.f.n.a.

5/8/03

NOTE

Particulars of the Deed of legal Mortgage dated 24/06/03 and registered as no 78/78/~~482~~ 482 Umuahia have been entered at folio 19172 of the LDR Book and serially numbered as D(d) 41 vol. V Umuahia.

2. A copy is detached for records.

5/8/03

38

RECEIPT

Original and counterpart of the Deed of legal mortgage dated 24/06/03 and regd. as no 78/78/482 Umuahia are hereby collected by me:

Name Barr. J.O. Asoluka

Address 14/16 Mere St. Owo

Signature [illegible]

Date 5/8/2003

PA

39

OBIKE UMEZURIKE ESQ.

LLB (HONS) NIG. BL.
Barristers & Solicitors of the Supreme Court of Nigeria

OBIKE UMEZURIKE & CO.
BARRISTERS & SOLICITORS,
17 Park Road, Box 1760.
Aba-Abia State. Tel: (082) 222329.

Our Ref: ----------
Your Ref: LUM:8815

4th January, 2005.

The Permanent Secretary,
Ministry of Lands Survey & U/Planning,
Umuahia.

Dear Sir,

APPLICATION FOR GOVERNOR'S CONSENT TO MORTGAGE PROPERTY SITUATE AT UMUAHIA COVERED BY CERTIFICATE OF OCCUPANCY DATED 8/11/2001 AND REGISTERED AS NO. 5/5/58 OF THE LANDS' REGISTRY, UMUAHIA.

On behalf of First Bank Nigeria Plc and Paulinus Obasi, I hereby apply for Governor's consent to mortgage the above-stated property situate at Umuahia - Abia State.

The bearer will pay the necessary fees and supply any other information/documents that you may deem relevant for processing this application.

Thank you for your co-operation.

Yours Faithfully,

Obike Umezurike, Esq.

Process
10/01/2005

Pl. put in file
14/01/05

Pl. process
13/1/05

NOV 20 C/OD 18 Vol: XIX Umuahia 40

ORIGINAL

LUM 8815
LSU 3268

Lands Form 1A

ABIA STATE OF NIGERIA

CERTIFICATE OF OCCUPANCY No 5 **PAGE** 5 **VOLUME** 58

THIS IS TO CERTIFY THAT PAULINUS Obasi

hereinafter called the holder/holders which term shall include any person/persons defined as such in section 50 of the Land Use Decree No. 6 of 1978) is/are entitled to a right of occupancy in and over Plot AT ODIKPIRITE UMUOBASI UGBA, UMUAHIA NORTH L.G.A in Block within Layout or in and over a parcel of land described in the Schedule and more particularly delineated in the Survey Plan No. DOK/ABSC/1271/97 annexed hereto for a term of 99 (Ninety-Nine) years commencing from the 1st day of JANUARY 2001 according to the true intent and meaning of the Land Use Decree No. 6 of 1978 and subject to the provisions thereof and to the following special terms and conditions hereinafter contained.

(1) To pay in advance without demand to the Executive Governor or other person appointed by him:

(i) the yearly rent of N 105.00 on the first day of January in each year.

(ii) the premium of N –

(2) The rent hereby reserved shall be revised at the end of every ten years of the term of this Certificate of Occupancy.

(3) To pay and discharge all rates, assessments 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.

(4) To erect and complete on the said land within – years from the date of commencement of this right of occupancy buildings or other works specified in the detailed plans approved by the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor in that behalf.

(5) Such buildings or other works shall not be less than N 750,000.00 in value and should be built to the satisfaction of, and in accordance with plans approved by the Director of Lands/State Chief Lands Officer or other Officer appointed by Executive Governor in that behalf.

(6) To use the said land only for R E S I D E N T I A L

(7) To maintain in good and substantial repair to the satisfaction of the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor all buildings, or works on the said land either erected or to be erected pursuant to subsection 4 supra

(8) To maintain in good and substantial condition, all beacons and other landmarks by which the boundaries of the land comprised in this Certificate of Occupancy are defined and to clear and keep cleared the said land of all forms of refuse, including stagnant water, rank weeds, deposits of rubbish and to keep the same in all respects in a clean and sanitary condition and execute all such acts and works as the Executive Governor or any other officer authorized by him may reasonable require.

(9) Not to permit anything to be used or done upon any part of the demised premises which shall be noxious, noisy or offensive or be of any inconvenience or annoyance to tenants or occupiers of adjoining premises or near thereto.

(10) Not to erect or build or permit to be erected or built on the said land any building other than those convenanted to be erected by virtue of this Certificate of Occupancy or to make or permit to be made any addition or alteration to the said buildings erected on the land except in accordance with the plans and specifications approved by the Director of Lands/State Chief Lands Officer or other officer appointed by the Executive Governor in that behalf.

(11) Not to alienate the right of occupancy hereby granted or any part thereto either by sale, assignment, mortgage, sublease or otherwise howsoever without the consent in writing of the Executive Governor first had and obtained.

Signature of Holder

Date 2 11 20 01

DR. URJI UZOR KALU

Executive Governor of Abia State of Nigeria

GPU 22/396/6,000

41

S (OW) 100

SURVEY DESCRIPTION

OF LANDED PROPERTY
OF MR PAULINUS OBASI

All that parcel of land at OBIKPIRITE UMUOBASI in the UMUAHIA NORTH ABIA Local Government Area of the ~~Imo~~ State of Nigeria, containing an area of approximately 508.579 ~~Hectares~~/Square Metres shown on REGISTERED SURVEYOR'S ~~Imo State of Nigeria~~ Survey Plan No. DOK/ABSC/1271/97 (~~Tracing No.~~), the boundaries of which are described below.

Starting at a concrete pillar marked ~~TB~~ AB 45163, the co-ordinates of which are 466.794 Metres North/~~South~~ and 980.453 Metres East/~~West~~ of a concrete pillar marked CFI 333 the Origin of NIGERIA Cadastral Surveys, the boundaries run in straight lines the bearings and lengths of which are as follows:—

FROM	BEARING	LENGTH	TO
AB 45163	105° 45'	27.15m	MJ 2263
MJ 2263	194° 33'	18.28m	AB 45162
AB 45762	289° 37'	33.82m	MJ 2261
MJ 2261	348° 52'	18.28m	AB 45163

↓
the starting point

All property beacons are concrete pillars, all bearings and lengths are approximate and all bearings are referred to National/~~True~~ North.

for Surveyor-General
~~Imo~~ State of Nigeria

GPO L 462/690/20,000

42

AN No DOK/ABSC/1271/97

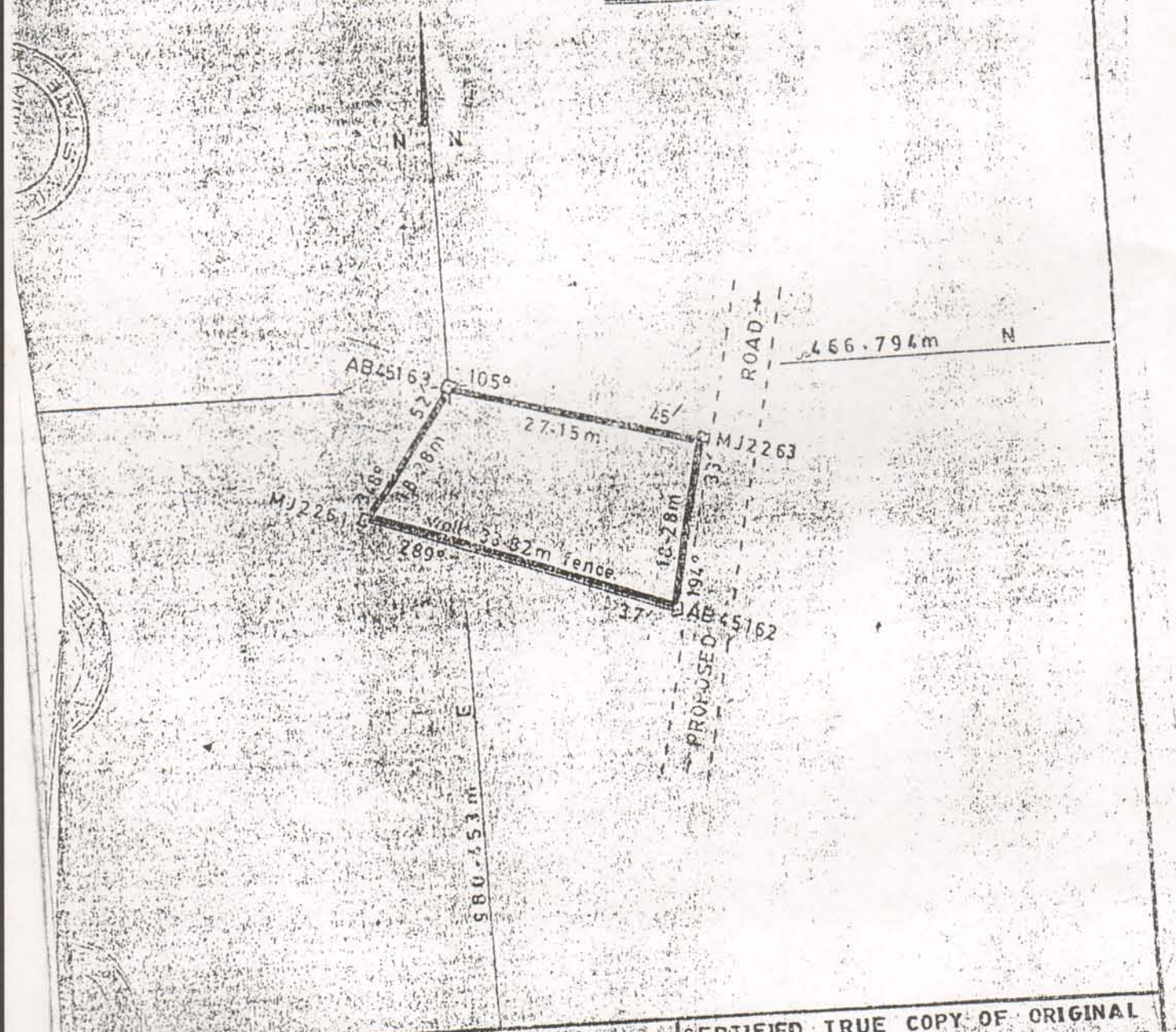
PLAN SHEWING LANDED PROPERTY OF
MR. PAULINUS OBASI
AT ODIKPIRITE UMUOBASI UGBA, UMUAHIA
NORTH LOCAL GOVT AREA
ABIA STATE OF NIGERIA

SCALE: 1/500

m10 0 10 20m

ORIGIN: C F I 333

AREA = 508·579 SQ.MTS.



PLAN No DOK/ABSC/1271/97

CERTIFIED TRUE COPY OF ORIGINAL
PLAN MADE BY ME ON 4.5.97

SURV, D.O.K. OTI
REGISTERED SURVEYOR
No 42 LAGOS ST. UMUAHIA

ORIGINAL STATUTORY CERT. OF OCCUPANCY

STAMPDUTY ON RENT = ₦65.00

₦65
(SIXTY FIVE NAIRA)
E.K. UKARIWE
(Commissioner of Stamp Duties)
Date 15/11/2001

₦65.00 paid on RCR No 0130775 of 29/8/2001

Survey & Urban Lands Planning
12.00
20th
Expires
30/11/07

5 5 58

44

Head (DR)

Whole file submitted from p. 39 for confirmation please.

Nemo
18/02/05

44

IT 70

Original

Ref. No. 25/22813

044052

ABIA STATE OF NIGERIA

BOARD OF INTERNAL REVENUE

INTERNAL REVENUE OFFICE

UMUAHIA

Date 19-10-2004

INCOME TAX CLEARANCE CERTIFICATE

1. This is to certify that Mr/~~Mrs~~/Miss/Madam OBASI PAULINUS of NO 38 AFARA STREET, UMUAHIA has settled his/her income tax assessments for the past three years (i.e. 19 01, 19 02, 19 03).

2. Details of his/her assessments are as follows:

	19 01	19 02	19 03
Total Income	N70,000:00	[illegible]	N75,000:00
Tax Paid	N3,500:00	[illegible]	N3,600:00
No. and date of Tax Receipt issued	ITR 523566 of 7-6-01	[illegible]	ITR 617853 of 19-10-04

3. Source of Income DRIVING.

4. This Certificate expires on 31ST DECEMBER, 2004.

01
ITR 517851
19/8/01.

Signature

Officer in Charge Tax District

OFFICIAL DATE STAMP IMPRESSION

19/10/04

O. UDONSI

Original signed by me

45

RD I

~~Head (DR)~~

Whole file submitted from P. 39 for confirmation please.

18/02/05

2/3/2005

~~HRD~~ ~~AD~~ CLO

Pls I confirm that ppty. at Umuobasi Ugba Ibeku village is regd. as 5/5/58 & dated 8/11/2001 vested in Paulinus Obasi by virtue of a certificate of occupancy granted by Abia state Govt. The Interest in the ppty. is free from encumbrance, you may please direct for further action.

23/3/2005

24/3/05

VA I

Assess fees payable, pl.

24/3/05

NOTE

The following fees are payable:-

Consent —— ₦20,000.00
Registration — ₦ 1000.00
Administrative — ₦ 1000.00

₦22,000.00

Ground Rent ₦105
for 2003 – 2005 315.00
10% Penalty 32.00

₦22347.00

Special fee ₦ 5000.00

₦27,347.00
mch

₦315 pd on Rec No. 0035646
₦32 pd on Rec No. 0035647 } of 24/3/05

R/C
Pse collect ₦347.00 being payment
for Groundrent for the years of
2003–2005 at ₦105.00 = ₦315.00
10% penalty ₦ 32.00

₦347.00

51

D.L.,

Whole file and in particular from P.39 submitted, please.

2. Obike Umezuruike Esq., of No.17 Park Road, Aba in Abia State has applied for the consent of the Executive Governor to a Legal Mortgage transaction between Mr. Paulinus Obasi (the Borrower) and First Bank of Nigeria PLC. (the Mortgagee) for a Loan of ₦4m. (Four Million Naira). The subject property is situate at Odikpirite Umuobasi Ugba, Umuahia North Local Government Area.

3. The interest in the property is by virtue of a Statutory Certificate of Occupancy dated 2/11/2001 and regd. as No. 5/5/58 Umuahia (see Pp.40-43) The Deeds Registry has at P.45 confirmed that the property is free from encumbrance and still vested in Paulinus Obasi, The relevant Tax Cleance Certificate is filed at P.44. Necessary fees have been paid (see Pp.46-49).

4. In the light of the above, I recommend that the Executive Governor be advised to give his Consent to the Legal Mortgage transaction as required under Section 22(2) of the Land Use Degree No.6 of 1978 by signing and dating the consent Certificate at back cover as endorsed in Original, Counterpart and Registry Copies - 3(three) Signatures and date.

A. U. Akuma
Chief Lands Offr.I
Date: 30/3/05

Perm. Sec.,

The above submission is in order.

2. You will please advise the Executive Governor to treat as recommended in paragraph 4 above.

E. K. Ukariwe
Director of Lands
Date: 31/3/2005

57

The Executive Governor of Abia State.

The Submission on page 51 is in order, please.

Your Excellency is graciously requested to kindly give your consent to the Tripartite legal mortgage transaction and to sign and date the consent Certificate endorsed on the Deed at back cover in triplicate, Original, Counterpart and registry copy (3 signatures and date).

Respectfully Submitted,

Allan C. Okpokiri
Permanent Secretary
Date: 06/04/2005.

#CPL
30/5/05

02/06/05

HRD N
SLO (R)
Register the legal mortgage abc, pl.
C.S.
13/6/05
13/6/05

DRL II
pl for
13/6/05

SLO (R)
Pls the above D/mortgage detach as June 229.
15/6/05

MINISTRY OF LAND, SURVEY AND URBAN PLANNING
UMUAHIA ABIA STATE

ASSESSMENT OF FEES

File No: Lum 8815 Date: 24/3/2005
Location of Property: At Odukpinta Umuobasi Ugba
Name of Holder: Paulinus Obasi
Transaction: Deed of legal Mortgage
MODE OF PAYMENT: Draft Nos 19056551, 19056552

S/No.	Type of Fees	Assessment	RCR No.	Remarks
	Consent	₦20,000=	0035779	
	Registration	₦1,000=	0035780	
	Administration	₦1,000=		
	Special fee	₦5,000=	0035781	
	Total	27,000=	24/3/05	

Name & Signature of Assessor: Nwachukwu N. [illegible]
Name & Signature of Countersigning Officer (Schedule Officer):
NDUKWE U. MONG [illegible]
Name & Signature of Cashier:

.....
Date:.....

Stamp of the Receiving Bank with Date
Date:.....

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

0035646 ABST BK 6 A

48

Station Um
Date 24/3/05
HEAD 0405
Sub - head Ground Rent
Received from Mr. Paulinus Obasi
the sum of three hundred & fifteen only Naira
being (description of payment)* Ground Rent fee for 2003 — 2005 kobo

*If space is insufficient further particulars must be inserted on the back of Receipt

R.V.
No.

₦ 315.—k

Signature of Accounting Officer

Signature or Mark of Payer

Witness in Mark

REVENUE COLLECTOR'S

ABIA STATE OF NIGERIA

0035647 ABST BK 6 A

Station Um
Date 24/3/05
HEAD 0405
Sub - head Penalty
Received from Mr. Paulinus Obasi
the sum of Thirty two only Naira
being (description of payment)* Penalty fee for 2003 year kobo

*If space is insufficient further particulars must be inserted on the back of Receipt

R.V.
No.

₦ 32.—k

Signature of Accounting Officer

Signature or Mark of Payer

Witness in Mark

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

0035779 AUST BK 6A

49

Station Umu
Date 24/3/05
HEAD 0402
Sub - head Consent fee
Received from Paulinus Obasi
the sum of Twenty thousand Only Naira kobo
being (description of payment)* consent fee on plot at Odikpirite Umuobasi Ugba

*If space is insufficient further particulars must be inserted on the back of Receipt

R.V.
No.

₦ 20,000 k

Signature of Accounting Officer

Signature or Mark of Payer

Witness in Mark

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

0035780 AUST BK 6 A

Station Umu
Date 24/3/05
HEAD 0402
Sub - head Deed fees
Received from Paulinus Obasi
the sum of Two thousand Only Naira kobo
being (description of payment)* Deed fee on plot at Odikpirite Umuobasi Ugba

*If space is insufficient further particulars must be inserted on the back of Receipt

R.V.
No.

₦ 2000 k

Signature of Accounting Officer

Signature or Mark of Payer

Witness in Mark

REVENUE COLLECTOR'S RECEIPT

ABIA STATE OF NIGERIA

0035781 AUST BK 6 A

Station Umu
Date 24/3/05
HEAD 0402
Sub - head Deed of Mortgage
Received from Paulinus Obasi
the sum of Five thousand Only Naira kobo
being (description of payment)* Special (Deed of Mortgage fee on plot at Odikpirite Umuobasi Ugba

*If space is insufficient further particulars must be inserted on the back of Receipt

R.V.
No.

₦ 5000 k

Signature of Accounting Officer

Signature or Mark of Payer

Witness in Mark

CWT

Pse draft recommd. at back cover is ready for vetting and f.n.a.

30/3/05

CT

Fair draft cbc, pl.

30/3/05

CWT

See p. 51 for your signature, pl.

30/3/05

DDhI

53

Pls. see abc 4 copies of Deed of legal mortgage in original, c-part & 2 extra copies duly regd. as 35/35/702 for your nec. action.

23/6/05

NOTE

Particulars of the legal mortgage dt 30th May 2005 and regd as no 35/35/702 Umuahia have been entered at folio D of 19168 LDR Book for mortgage and serially numbered as D of 12 vol VI Umuahia.

2. The copy has been detached for records.

23/6/05.

Receipt

The Original and Counterpart are hereby collected by me for & on behalf of the holder

Name: Obike Uwazunke

Address 17 Park Rd, Abe

Sign

Date: 23-6-05

NOTE

P Sie section completed. P.A.

AMcG
23/6/05

026 June 229 Lum 8815 STAMPED TO COVER: N 4M. ES/PH/08/005/026
COPY D(01) 19 Vol: VI Umuahia

COUNTERPART

THIS MORTGAGE made the 30th day of may 2005 BETWEEN **PAULINUS OBASI** of No. 38 Afara Street, Umuahia, Abia State of Nigeria (hereinafter called "the Borrower" which expression shall where the context so admits include his heirs, personal representatives and assigns) of the one part and **FIRST BANK OF NIGERIA PLC** a limited liability Company incorporated in Nigeria and having its registered office at 35 Marina in the City of Lagos (hereinafter called "the Bank" which expression shall where the context so admits include its successors-in-title and assigns) of the other part.

DULY STAMPED
Commissioner of Stamp Duties
Port Harcourt
DATE 14/03/05

WITNESSETH as follows;-

1. THE Borrower hereby covenants with the Bank that the Borrower will on demand or without demand on the date upon which the moneys hereby secured shall become payable in accordance with the provisions hereinafter contained pay to the Bank all sums which now are or at any time or times hereafter may become due or owing or may be accruing or becoming due to the Bank by the Borrower either alone or jointly with any other person or persons company or companies on any account or in respect of any liability whatsoever including all moneys and liabilities whether certain or contingent now or hereafter owing or incurred to the Bank by any person or company in respect of which moneys or liabilities the Borrower may be immediately or contingently liable to the Bank as Surety or Guarantor AND ALSO all commission and other charges and interest as hereinafter mentioned.

2. THE Borrower will in the meantime pay to the Bank so long as any moneys shall be owing on the security hereof interest at the rate of nineteen per centum (19%) per annum such interest to be calculated on the balance owing from day to day and to be payable by monthly instalments on the last day of each month PROVIDED ALWAYS that:

(a) If any such interest or interests payable on arrears of interest capitalised under this present clause shall remain unpaid after the day on which the same ought to have been paid the same shall be added for all purposes to the general balance of accounts hereby secured and shall thenceforth bear interest payable at the rate and on the day aforesaid and all the terms and provisions of this mortgage and rules of law or equity in relation to interest on the balance of current or other accounts shall equally apply to interest on such arrears.

(b) The Bank reserves the right to alter the rate of interest payable on moneys owing on the security hereof at any time

3. FOR the consideration aforesaid the Borrower as Beneficial Owner hereby demises unto the Bank all the property of which particulars are set out in the Schedule hereto and all other (if any) the premises comprised in and demised by the Indenture therein referred to TO HOLD the same unto the Bank for all the residue now unexpired of the term of years for which the said premises were granted (except the last three days of such a term) SUBJECT to the proviso for redemption hereinafter contained.

4. IF the Borrower shall pay to the Bank all moneys hereby covenanted to be paid or for the time being secured by this mortgage the Bank will at the request and cost of the Borrower duly surrender the mortgaged premises but it is hereby expressly agreed that the fact that the said account shall at any time or from time to time be in credit shall not automatically discharge this security which can be discharged only by an instrument of surrender duly executed by or on behalf of the Bank.

5. The Borrower hereby further covenants with the Bank in manner following that is to say:-

(a) That the Borrower will not lease or let or agree to lease or let any part of the premises hereby mortgaged or accept a surrender of any lease or agreement for lease without the consent in writing of the Bank first obtained but it shall not be necessary to express such consent on any lease agreement or sub-lease.

(b) That the Borrower will during the continuance of this security keep the buildings now or for the time being comprised in this security in good and substantial repair and if the Surety neglects to do so the Bank may at its discretion enter upon the said premises in order to repair the same without thereby becoming liable as a mortgagee in possession and all expenses of doing so shall be debited to the account of the Borrower and shall be added to the moneys hereby secured
and bear interest accordingly.

(c) That the Borrower will keep such buildings insured against loss or damage by fire earthquake rain and/or windstorm and tornado and such other risks as the Bank shall from time to time consider necessary to the full value thereof in an insurance office approved by the Bank in the joint names of the Bank and the Borrower and will duly and punctually pay all premiums for keeping such insurance on foot and will on demand produce the receipts thereof to the Bank and also the Policy or Policies and if default shall be made in complying with this covenant it shall be lawful for but not obligatory upon the Bank to effect such insurance and all moneys expended for such purpose shall be debited to the account of the Borrower
and shall be added to the moneys hereby secured and bear interest accordingly.

(d) That the Borrower will duly and punctually pay all rates and taxes rents and other outgoings assessed upon or payable in respect of the property comprised in this security and if the Borrower neglects to do so the Bank may at its discretion pay the same and all moneys expended for such purpose shall be debited to the account of the Borrower and shall be added to the moneys hereby secured and bear interest accordingly.

(e) That the Borrower will comply with the requirements of the Land Use Act 1978 and all Town and Country Planning Acts/Laws and Regulations so far as such requirements relate to the mortgaged property or title to it or any part thereof and will promptly produce to the Bank any notice order direction requisition permission or other

document served on the Borrower in connection with the Land Use Act 1978 and such Acts/Laws and Regulations which affect or is likely to affect the mortgaged property or his title or any part thereof.

(f) That the Borrower will during the continuance of this security duly pay the rent reserved by and observe and perform the covenants on the part of the Borrower contained in the said Indenture and keep the Bank indemnified from and against the said rent and covenants and all claims and demands in respect thereof.

(g) That the Borrower will not make any alterations improvements or addition to the mortgaged property or buildings thereon without the prior written consent of the Bank.

6. THE moneys hereby secured shall immediately become payable without any demand:-

(a) If the Borrower commits a breach of any of the covenants herein contained.

(b) If the Borrower grants a Bill of Sale on his effects upon the premises hereby mortgaged or if any process of execution shall be issued against the Borrower or his effects and shall not be satisfied or stayed within seven days thereof or if any chattels on the premises hereby mortgaged shall be taken under a distress for the rent reserved by the Lease under which the same is held.

7. SECTION 20 of the Conveyancing and Law of Property Act 1881 shall not apply to this security and the Statutory Power of Sale shall be immediately exercisable by the Bank or its assigns without the necessity of giving any notice in that behalf to the Borrower at any time or times after the happenings of any or either of the events specified in Clause 6 hereof.

8. AT any time after the moneys hereby secured become payable the Bank may (by an instrument in writing under the hand of any Director or Manager of the Bank in Lagos) appoint any person or persons (including any Manager or other official of the Bank) to be a Receiver or Receivers of the properties hereby mortgaged and may remove any such Receiver or Receivers. Any Receiver or Receivers so appointed shall be deemed to be the Agent or Agents of the Borrower and the Borrower shall be solely responsible for his or their acts or defaults and for his or their remuneration and such Receiver or Receivers so appointed shall have power:-

(a) To take possession of collect and get in the property hereby mortgaged or any part thereof and for that purpose to take any proceedings in the name of the Borrower or otherwise.

(b) Forthwith and without any restriction imposed by Section 20 of the Conveyancing and Law of Property Act 1881 to sell (by public auction or private contract) lease let or concur in selling leasing or letting any of the property hereby mortgaged or any part thereof and to carry any such sale leasing or letting into effect in the name and on behalf of the Borrower or otherwise.

(c) To make and effect all repairs and insurances and do all other acts which the Borrower might do in the ordinary conduct of its business as well for the protection as for the improvement of the property hereby mortgaged.

9. THE Powers conferred on a Mortgagee or Receiver by the Conveyancing and Law of Property Act 1881 shall so far as applicable be deemed to be incorporated herein save that all moneys received by such Receiver after providing for the matters specified in paragraphs (i) (ii) and (iii) of Section 24 Sub-Section (8) of the said Conveyancing and Law of Property Act 1881 and for all costs charges and expenses of or incidental to the exercise of any of the powers of such Receiver shall be applied in or towards the satisfaction of the moneys hereby secured.

10. SECTION 17 of the Conveyancing and Law of Property Act 1881 (dealing with the consolidation of mortgages) shall not apply to this security.

11. DURING the continuance of this security no person shall be registered under the Land Registration Law or any Act or Edict amending or re-enacting the same as proprietor of the property hereby mortgaged or any part thereof without the consent in writing of the Bank and the costs incurred by the Bank of lodging from time to time a caution against registration of the said property shall be deemed to be costs properly incurred by the Bank under this security.

12. THIS security shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of moneys which shall for the time being constitute the balance due from the Borrower to the Bank.

13. The Security hereby created shall not be affected by and shall be without prejudice and in addition to any other security whether by way of mortgage charge or otherwise howsoever which the Bank may now or at any time hereafter hold on the property of the Borrower or any part thereof for or in respect of all or any part of the indebtedness of the Borrower to the Bank or any interest thereon.

14. THE Bank shall in the event of its receiving notice that the Borrower has incumbered or disposed of the premises hereby mortgaged or any of them or any part thereof be entitled to close the then current account and to open a new account with the Borrower and no money paid in or carried to the credit of the Borrower in such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on the said closed account at the time when it received such notice as aforesaid.

15. THE Borrower shall at any time at the request of the Bank but at the cost of the Borrower execute or obtain the execution of any other or further mortgage charge or other documents which the Bank may in its discretion think requisite or necessary for completing perfecting or giving effect to the security hereby intended to be given and the Borrower will bear all costs charges and expenses incurred or to be incurred by the Bank in respect of this mortgage including all costs charges and expenses which may be incurred or sustained in obtaining payment of any moneys intended to be hereby secured or such other or further mortgage charge or other document as aforesaid and the Borrower agrees that all such costs charges and expenses may be added to the moneys secured by this mortgage and bear interest accordingly.

16. The Borrower hereby irrevocably appoints the Bank and any person nominated in writing under the hand of any Manager of the Bank including every Receiver appointed hereunder to be the Attorney of the Borrower in the name and on behalf of the Borrower and as the Borrower's act and deed to execute seal and deliver and otherwise perfect any deed assurance or instrument which may be required or deemed proper to fulfil any purpose of the security hereby intended to be given and generally to use the name of the Borrower in the exercise of all or any of the powers hereby conferred on the Bank or any Receiver appointed by it.

17. THE Borrower hereby constitutes the Bank during the continuance of this security to be his Attorney to recover from the tenants (if any) of the mortgaged property the rents from time to time payable by such tenants and to apply such rents in reduction of the Borrower's indebtedness on his account or accounts but the receipt of the said rent and the application thereof by the Bank shall not render the Bank liable to account as a Mortgagee in possession.

18. IN addition to all other protection afforded by law every Purchaser or third party dealing with the Bank or any Receiver or Receivers appointed by it shall be entitled and bound to assume without enquiry that some moneys are owing on the security hereof and have become payable.

19. THIS security shall continue to be valid and binding for all purpose notwithstanding any change by amalgamation consolidation or otherwise which may be made in the constitution of the Company by which the business of the Bank may for the time being be carried on and shall be available by the Company carrying on that business for the time being.

20. The expression "the Account" shall include any account of the Borrower with the Bank and whether current, deposit, loan, savings or of any other nature whatsoever and at any

Branch of the Bank and the Borrower further authorizes the Bank at its discretion to combine any two or more accounts at any time and without giving notice to the Borrower.

21. ANY demand in writing made by an Officer of the Bank concerning the indebtedness of the Borrower to the Bank shall be sufficient evidence of the amount owing by the Borrower to the Bank.

22. A notice may be served by the Borrower upon the Bank by delivering same by hand or by sending it through the post in a prepaid envelope addressed to the Branch of the Bank where the Borrower maintains his accounts and any demand or notice to be made or given by the Bank may be made by letter delivered by hand or sent through the post in a prepaid envelope addressed to the Borrower at his last known address in Nigeria and any notice served by post shall be deemed to have been served at the expiration of seventy-two hours after it is posted and in proving such notice it shall be sufficient to prove that the letter containing such notice was properly addressed and stamped and put into the Post Office.

IN WITNESS whereof Borrower has hereunto set his hand and seal the day and year first above written.

THE SCHEDULE above referred to:-

DESCRIPTION OF PROPERTY	PARTICULARS OF TITLE	TERM	RENT
All that piece or parcel of land lying, situate and being at Odikpirite Umuobasi Ugba in Umuahia Local Government Area of Abia, containing an area of approximately 508.579 square metres, more particularly delineated in Survey Plan No. DOK/ABSC/1271/97 , together with the building or buildings thereon.	Certificate of Occupancy dated 8th November, 2001 issued by Abia State Government in favour of Paulinus Obasi and registered as No. 5 at Page 5 in Volume 58 of the Lands Registry, Umuahia.	99 years with effect from 1st January, 2001.	₦105.00 per annum.

Signed Sealed and Delivered

by the within-named Borrower

PAULINUS OBASI .....P Obasi.....

BORROWER

in the presence of:-

Signature of Witness: [signature]

Name: Ezeabor P.N. (mrs)

Address: FBN PLC, Umuahia Branch

Occupation: Banking

I CERTIFY THAT THE FULL AND PROPER DUTY HAS BEEN PAID UPON THE ORIGINAL INSTRUMENT OF LEASE THIS DATE
COUNTE #502 Yuwahia
COMMISSIONER OF STAMP DUTIES

As required by Law, I hereby give my consent and approval to the transaction contained in these presents.

Dated this 30 day of 5 2005.

DR. ORJI UZOR KALU
Executive Governor of Abia
State of Nigeria.

NIGERIA Ten thousand naira STAMP DUTIES

NIGERIA Ten thousand naira STAMP DUTIES

NIGERIA Ten thousand naira STAMP DUTIES

NIGERIA Ten thousand naira STAMP DUTIES

NIGERIA Ten thousand naira STAMP DUTIES

DATED THIS 30th **DAY OF** may **200** 5

NIGERIA Ten thousand naira STAMP DUTIES

PAULINUS OBASI

TO

ORIGINAL DEED OF LEGAL MORTGAGE

FIRST BANK OF NIGERIA PLC

(Sixty thousand naira)

THE WITHIN INSTRUMENT IS IN THE OPINION OF THE COMMISSIONERS OF STAMP DUTIES CHARGEABLE WITH A DUTY OF ₦60,000= AND THE DUTY THEREON HAS BEEN ASSESSED ACCORDINGLY
Sgd
CHIEF LANDS OFFICER
COMMISSIONER FOR STAMP DUTIES
Date: 14/03/2005

LEGAL MORTGAGE

THIS INSTRUMENT WAS DELIVERED TO ME FOR REGISTRATION BY
THE CHIEF LANDS OFFICER
OF MINISTRY OF Lands Survey & Urban Planning
UMUAHIA
AT 11:40 O'CLOCK IN THE Forenoon
THIS 15th DAY OF June 2005
PRINCIPAL REGISTRAR OF DEEDS
Sgd
22/6/2005

Prepared by:-

A. A. NOAH ESQ.,
LEGAL PRACTITIONER,
22/24 ABA ROAD,
PORT HARCOURT,
RIVERS STATE.

THIS INSTRUMENT IS REGISTERED AS NO. 35 AT PAGE 35 IN VOLUME 702 OF THE LAND REGISTRY IN THE OFFICE AT UMUAHIA
Sgd
PRINCIPAL REGISTRAR OF DEEDS

June 229 LUM 8815 STAMPED TO COVER: ₦4M.
COPY D(d) 19 Vol: VI UMUAHIA

THIS MORTGAGE made the 30th day of may 2005 BETWEEN **PAULINUS OBASI** of No. 38 Afara Street, Umuahia, Abia State of Nigeria (hereinafter called "the Borrower" which expression shall where the context so admits include his heirs, personal representatives and assigns) of the one part and **FIRST BANK OF NIGERIA PLC** a limited liability Company incorporated in Nigeria and having its registered office at 35 Marina in the City of Lagos (hereinafter called "the Bank" which expression shall where the context so admits include its successors-in-title and assigns) of the other part.

WITNESSETH as follows;-

1. THE Borrower hereby covenants with the Bank that the Borrower will on demand or without demand on the date upon which the moneys hereby secured shall become payable in accordance with the provisions hereinafter contained pay to the Bank all sums which now are or at any time or times hereafter may become due or owing or may be accruing or becoming due to the Bank by the Borrower either alone or jointly with any other person or persons company or companies on any account or in respect of any liability whatsoever including all moneys and liabilities whether certain or contingent now or hereafter owing or incurred to the Bank by any person or company in respect of which moneys or liabilities the Borrower may be immediately or contingently liable to the Bank as Surety or Guarantor AND ALSO all commission and other charges and interest as hereinafter mentioned.

2. THE Borrower will in the meantime pay to the Bank so long as any moneys shall be owing on the security hereof interest at the rate of nineteen per centum (19%) per annum such interest to be calculated on the balance owing from day to day and to be payable by monthly instalments on the last day of each month PROVIDED ALWAYS that:

(a) If any such interest or interests payable on arrears of interest capitalised under this present clause shall remain unpaid after the day on which the same ought to have been paid the same shall be added for all purposes to the general balance of accounts hereby secured and shall thenceforth bear interest payable at the rate and on the day aforesaid and all the terms and provisions of this mortgage and rules of law or equity in relation to interest on the balance of current or other accounts shall equally apply to interest on such arrears.

(b) The Bank reserves the right to alter the rate of interest payable on moneys owing on the security hereof at any time

3. FOR the consideration aforesaid the Borrower as Beneficial Owner hereby demises unto the Bank all the property of which particulars are set out in the Schedule hereto and all other (if any) the premises comprised in and demised by the Indenture therein referred to TO HOLD the same unto the Bank for all the residue now unexpired of the term of years for which the said premises were granted (except the last three days of such a term) SUBJECT to the proviso for redemption hereinafter contained.

4. IF the Borrower shall pay to the Bank all moneys hereby covenanted to be paid or for the time being secured by this mortgage the Bank will at the request and cost of the Borrower duly surrender the mortgaged premises but it is hereby expressly agreed that the fact that the said account shall at any time or from time to time be in credit shall not automatically discharge this security which can be discharged only by an instrument of surrender duly executed by or on behalf of the Bank.

5. The Borrower hereby further covenants with the Bank in manner following that is to say:-

(a) That the Borrower will not lease or let or agree to lease or let any part of the premises hereby mortgaged or accept a surrender of any lease or agreement for lease without the consent in writing of the Bank first obtained but it shall not be necessary to express such consent on any lease agreement or sub-lease.

(b) That the Borrower will during the continuance of this security keep the buildings now or for the time being comprised in this security in good and substantial repair and if the Surety neglects to do so the Bank may at its discretion enter upon the said premises in order to repair the same without thereby becoming liable as a mortgagee in possession and all expenses of doing so shall be debited to the account of the Borrower and shall be added to the moneys hereby secured
and bear interest accordingly.

(c) That the Borrower will keep such buildings insured against loss or damage by fire earthquake rain and/or windstorm and tornado and such other risks as the Bank shall from time to time consider necessary to the full value thereof in an insurance office approved by the Bank in the joint names of the Bank and the Borrower and will duly and punctually pay all premiums for keeping such insurance on foot and will on demand produce the receipts thereof to the Bank and also the Policy or Policies and if default shall be made in complying with this covenant it shall be lawful for but not obligatory upon the Bank to effect such insurance and all moneys expended for such purpose shall be debited to the account of the Borrower
and shall be added to the moneys hereby secured and bear interest accordingly.

(d) That the Borrower will duly and punctually pay all rates and taxes rents and other outgoings assessed upon or payable in respect of the property comprised in this security and if the Borrower neglects to do so the Bank may at its discretion pay the same and all moneys expended for such purpose shall be debited to the account of the Borrower and shall be added to the moneys hereby secured and bear interest accordingly.

(e) That the Borrower will comply with the requirements of the Land Use Act 1978 and all Town and Country Planning Acts/Laws and Regulations so far as such requirements relate to the mortgaged property or title to it or any part thereof and will promptly produce to the Bank any notice order direction requisition permission or other

document served on the Borrower in connection with the Land Use Act 1978 and such Acts/Laws and Regulations which affect or is likely to affect the mortgaged property or his title or any part thereof.

(f) That the Borrower will during the continuance of this security duly pay the rent reserved by and observe and perform the covenants on the part of the Borrower contained in the said Indenture and keep the Bank indemnified from and against the said rent and covenants and all claims and demands in respect thereof.

(g) That the Borrower will not make any alterations improvements or addition to the mortgaged property or buildings thereon without the prior written consent of the Bank.

6. THE moneys hereby secured shall immediately become payable without any demand:-

(a) If the Borrower commits a breach of any of the covenants herein contained.

(b) If the Borrower grants a Bill of Sale on his effects upon the premises hereby mortgaged or if any process of execution shall be issued against the Borrower or his effects and shall not be satisfied or stayed within seven days thereof or if any chattels on the premises hereby mortgaged shall be taken under a distress for the rent reserved by the Lease under which the same is held.

7. SECTION 20 of the Conveyancing and Law of Property Act 1881 shall not apply to this security and the Statutory Power of Sale shall be immediately exercisable by the Bank or its assigns without the necessity of giving any notice in that behalf to the Borrower at any time or times after the happenings of any or either of the events specified in Clause 6 hereof.

8. AT any time after the moneys hereby secured become payable the Bank may (by an instrument in writing under the hand of any Director or Manager of the Bank in Lagos) appoint any person or persons (including any Manager or other official of the Bank) to be a Receiver or Receivers of the properties hereby mortgaged and may remove any such Receiver or Receivers. Any Receiver or Receivers so appointed shall be deemed to be the Agent or Agents of the Borrower and the Borrower shall be solely responsible for his or their acts or defaults and for his or their remuneration and such Receiver or Receivers so appointed shall have power:-

(a) To take possession of collect and get in the property hereby mortgaged or any part thereof and for that purpose to take any proceedings in the name of the Borrower or otherwise.

(b) Forthwith and without any restriction imposed by Section 20 of the Conveyancing and Law of Property Act 1881 to sell (by public auction or private contract) lease let or concur in selling leasing or letting any of the property hereby mortgaged or any part thereof and to carry any such sale leasing or letting into effect in the name and on behalf of the Borrower or otherwise.

(c) To make and effect all repairs and insurances and do all other acts which the Borrower might do in the ordinary conduct of its business as well for the protection as for the improvement of the property hereby mortgaged.

9. THE Powers conferred on a Mortgagee or Receiver by the Conveyancing and Law of Property Act 1881 shall so far as applicable be deemed to be incorporated herein save that all moneys received by such Receiver after providing for the matters specified in paragraphs (i) (ii) and (iii) of Section 24 Sub-Section (8) of the said Conveyancing and Law of Property Act 1881 and for all costs charges and expenses of or incidental to the exercise of any of the powers of such Receiver shall be applied in or towards the satisfaction of the moneys hereby secured.

10. SECTION 17 of the Conveyancing and Law of Property Act 1881 (dealing with the consolidation of mortgages) shall not apply to this security.

11. DURING the continuance of this security no person shall be registered under the Land Registration Law or any Act or Edict amending or re-enacting the same as proprietor of the property hereby mortgaged or any part thereof without the consent in writing of the Bank and the costs incurred by the Bank of lodging from time to time a caution against registration of the said property shall be deemed to be costs properly incurred by the Bank under this security.

12. THIS security shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of moneys which shall for the time being constitute the balance due from the Borrower to the Bank.

13. The Security hereby created shall not be affected by and shall be without prejudice and in addition to any other security whether by way of mortgage charge or otherwise howsoever which the Bank may now or at any time hereafter hold on the property of the Borrower or any part thereof for or in respect of all or any part of the indebtedness of the Borrower to the Bank or any interest thereon.

14. THE Bank shall in the event of its receiving notice that the Borrower has incumbered or disposed of the premises hereby mortgaged or any of them or any part thereof be entitled to close the then current account and to open a new account with the Borrower and no money paid in or carried to the credit of the Borrower in such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on the said closed account at the time when it received such notice as aforesaid.

15. THE Borrower shall at any time at the request of the Bank but at the cost of the Borrower execute or obtain the execution of any other or further mortgage charge or other documents which the Bank may in its discretion think requisite or necessary for completing perfecting or giving effect to the security hereby intended to be given and the Borrower will bear all costs charges and expenses incurred or to be incurred by the Bank in respect of this mortgage including all costs charges and expenses which may be incurred or sustained in obtaining payment of any moneys intended to be hereby secured or such other or further mortgage charge or other document as aforesaid and the Borrower agrees that all such costs charges and expenses may be added to the moneys secured by this mortgage and bear interest accordingly.

16. The Borrower hereby irrevocably appoints the Bank and any person nominated in writing under the hand of any Manager of the Bank including every Receiver appointed hereunder to be the Attorney of the Borrower in the name and on behalf of the Borrower and as the Borrower's act and deed to execute seal and deliver and otherwise perfect any deed assurance or instrument which may be required or deemed proper to fulfil any purpose of the security hereby intended to be given and generally to use the name of the Borrower in the exercise of all or any of the powers hereby conferred on the Bank or any Receiver appointed by it.

17. THE Borrower hereby constitutes the Bank during the continuance of this security to be his Attorney to recover from the tenants (if any) of the mortgaged property the rents from time to time payable by such tenants and to apply such rents in reduction of the Borrower's indebtedness on his account or accounts but the receipt of the said rent and the application thereof by the Bank shall not render the Bank liable to account as a Mortgagee in possession.

18. IN addition to all other protection afforded by law every Purchaser or third party dealing with the Bank or any Receiver or Receivers appointed by it shall be entitled and bound to assume without enquiry that some moneys are owing on the security hereof and have become payable.

19. THIS security shall continue to be valid and binding for all purpose notwithstanding any change by amalgamation consolidation or otherwise which may be made in the constitution of the Company by which the business of the Bank may for the time being be carried on and shall be available by the Company carrying on that business for the time being.

20. The expression "the Account" shall include any account of the Borrower with the Bank and whether current, deposit, loan, savings or of any other nature whatsoever and at any

Branch of the Bank and the Borrower further authorizes the Bank at its discretion to combine any two or more accounts at any time and without giving notice to the Borrower.

21. ANY demand in writing made by an Officer of the Bank concerning the indebtedness of the Borrower to the Bank shall be sufficient evidence of the amount owing by the Borrower to the Bank.

22. A notice may be served by the Borrower upon the Bank by delivering same by hand or by sending it through the post in a prepaid envelope addressed to the Branch of the Bank where the Borrower maintains his accounts and any demand or notice to be made or given by the Bank may be made by letter delivered by hand or sent through the post in a prepaid envelope addressed to the Borrower at his last known address in Nigeria and any notice served by post shall be deemed to have been served at the expiration of seventy-two hours after it is posted and in proving such notice it shall be sufficient to prove that the letter containing such notice was properly addressed and stamped and put into the Post Office.

IN WITNESS whereof Borrower has hereunto set his hand and seal the day and year first above written.

THE SCHEDULE above referred to:-

DESCRIPTION OF PROPERTY	PARTICULARS OF TITLE	TERM	RENT
All that piece or parcel of land lying, situate and being at Odikpirite Umuobasi Ugba in Umuahia Local Government Area of Abia, containing an area of approximately 508.579 square metres, more particularly delineated in Survey Plan No. DOK/ABSC/1271/97 , together with the building or buildings thereon.	Certificate of Occupancy dated 8th November, 2001 issued by Abia State Government in favour of Paulinus Obasi and registered as No. 5 at Page 5 in Volume 58 of the Lands Registry, Umuahia.	99 years with effect from 1st January, 2001.	₦105.00 per annum.

Signed Sealed and Delivered

by the within-named Borrower

PAULINUS OBASI .....P. Obasi.....
BORROWER

in the presence of:-

Signature of Witness: [illegible]

Name: Ezeabor P. N. (Mrs)

Address: PBN PLC, Umuahia Branch

Occupation: Banking

As required by Law, I hereby give my consent and approval to the tranaction contained in these presents.

Dated this 30 day of 5 2005

DR. ORJI UZOR KALU
Executive Governor of Abia State
of Nigeria

NIGERIA STAMP DUTIES — Ten thousand naira

NIGERIA STAMP DUTIES — Ten thousand naira

NIGERIA STAMP DUTIES — Ten thousand naira

NIGERIA STAMP DUTIES — Ten thousand naira

NIGERIA STAMP DUTIES — Ten thousand naira

DATED THIS 30th **DAY OF** may **2005**

NIGERIA STAMP DUTIES — Ten thousand naira

PAULINUS OBASI

P. Obasi

TO

ORIGINAL DEED OF LEGAL MORTGAGE

P. Obasi

FIRST BANK OF NIGERIA PLC

THE WITHIN INSTRUMENT IS IN THE OPINION OF THE COMMISSIONERS OF STAMP DUTIES CHARGEABLE WITH A DUTY OF ₦60,000= (Sixty thousand naira) AND THE DUTY THEREON HAS BEEN ASSESSED ACCORDINGLY
(Sgd) CHIEF LANDS OFFICER
COMMISSONER FOR STAMP DUTIES
Date:- 14/03/2005

LEGAL MORTGAGE

THIS INSTRUMENT WAS DELIVERED TO ME FOR REGISTRATION BY
THE CHIEF LAND OFFICER
OF MINISTRY OF Lands, Survey & Urban Planning
UMUAHIA
AT 11:40 O'CLOCK IN THE Forenoon
THIS 15th DAY OF June 2005
PRINCIPAL REGISTRAR OF DEEDS
(Sgd)
22/6/2005

Prepared by:-

A. A. NOAH ESQ.,
LEGAL PRACTITIONER,
22/24 ABA ROAD,
PORT HARCOURT,
RIVERS STATE.

THIS INSTRUMENT IS REGISTERED AS NO. 35 AT PAGE 35 IN VOLUME 702 OF THE LAND REGISTRY IN THE OFFICE AT UMUAHIA
(Sgd)
PRINCIPAL REGISTRAR OF DEEDS

June 229 LUM 8815 STAMPED To COVER ₦4M.
COPY D(d) 19 VOL: VI UMUAHIA

THIS MORTGAGE made the 30th day of may 2005 BETWEEN **PAULINUS OBASI** of No. 38 Afara Street, Umuahia, Abia State of Nigeria (hereinafter called "the Borrower" which expression shall where the context so admits include his heirs, personal representatives and assigns) of the one part and **FIRST BANK OF NIGERIA PLC** a limited liability Company incorporated in Nigeria and having its registered office at 35 Marina in the City of Lagos (hereinafter called "the Bank" which expression shall where the context so admits include its successors-in-title and assigns) of the other part.

WITNESSETH as follows;-

1. THE Borrower hereby covenants with the Bank that the Borrower will on demand or without demand on the date upon which the moneys hereby secured shall become payable in accordance with the provisions hereinafter contained pay to the Bank all sums which now are or at any time or times hereafter may become due or owing or may be accruing or becoming due to the Bank by the Borrower either alone or jointly with any other person or persons company or companies on any account or in respect of any liability whatsoever including all moneys and liabilities whether certain or contingent now or hereafter owing or incurred to the Bank by any person or company in respect of which moneys or liabilities the Borrower may be immediately or contingently liable to the Bank as Surety or Guarantor AND ALSO all commission and other charges and interest as hereinafter mentioned.

2. THE Borrower will in the meantime pay to the Bank so long as any moneys shall be owing on the security hereof interest at the rate of nineteen per centum (19%) per annum such interest to be calculated on the balance owing from day to day and to be payable by monthly instalments on the last day of each month PROVIDED ALWAYS that:

(a) If any such interest or interests payable on arrears of interest capitalised under this present clause shall remain unpaid after the day on which the same ought to have been paid the same shall be added for all purposes to the general balance of accounts hereby secured and shall thenceforth bear interest payable at the rate and on the day aforesaid and all the terms and provisions of this mortgage and rules of law or equity in relation to interest on the balance of current or other accounts shall equally apply to interest on such arrears.

(b) The Bank reserves the right to alter the rate of interest payable on moneys owing on the security hereof at any time

3. FOR the consideration aforesaid the Borrower as Beneficial Owner hereby demises unto the Bank all the property of which particulars are set out in the Schedule hereto and all other (if any) the premises comprised in and demised by the Indenture therein referred to TO HOLD the same unto the Bank for all the residue now unexpired of the term of years for which the said premises were granted (except the last three days of such a term) SUBJECT to the proviso for redemption hereinafter contained.

4. IF the Borrower shall pay to the Bank all moneys hereby covenanted to be paid or for the time being secured by this mortgage the Bank will at the request and cost of the Borrower duly surrender the mortgaged premises but it is hereby expressly agreed that the fact that the said account shall at any time or from time to time be in credit shall not automatically discharge this security which can be discharged only by an instrument of surrender duly executed by or on behalf of the Bank.

5. The Borrower hereby further covenants with the Bank in manner following that is to say:-

(a) That the Borrower will not lease or let or agree to lease or let any part of the premises hereby mortgaged or accept a surrender of any lease or agreement for lease without the consent in writing of the Bank first obtained but it shall not be necessary to express such consent on any lease agreement or sub-lease.

(b) That the Borrower will during the continuance of this security keep the buildings now or for the time being comprised in this security in good and substantial repair and if the Surety neglects to do so the Bank may at its discretion enter upon the said premises in order to repair the same without thereby becoming liable as a mortgagee in possession and all expenses of doing so shall be debited to the account of the Borrower and shall be added to the moneys hereby secured
and bear interest accordingly.

(c) That the Borrower will keep such buildings insured against loss or damage by fire earthquake rain and/or windstorm and tornado and such other risks as the Bank shall from time to time consider necessary to the full value thereof in an insurance office approved by the Bank in the joint names of the Bank and the Borrower and will duly and punctually pay all premiums for keeping such insurance on foot and will on demand produce the receipts thereof to the Bank and also the Policy or Policies and if default shall be made in complying with this covenant it shall be lawful for but not obligatory upon the Bank to effect such insurance and all moneys expended for such purpose shall be debited to the account of the Borrower
and shall be added to the moneys hereby secured and bear interest accordingly.

(d) That the Borrower will duly and punctually pay all rates and taxes rents and other outgoings assessed upon or payable in respect of the property comprised in this security and if the Borrower neglects to do so the Bank may at its discretion pay the same and all moneys expended for such purpose shall be debited to the account of the Borrower and shall be added to the moneys hereby secured and bear interest accordingly.

(e) That the Borrower will comply with the requirements of the Land Use Act 1978 and all Town and Country Planning Acts/Laws and Regulations so far as such requirements relate to the mortgaged property or title to it or any part thereof and will promptly produce to the Bank any notice order direction requisition permission or other

document served on the Borrower in connection with the Land Use Act 1978 and such Acts/Laws and Regulations which affect or is likely to affect the mortgaged property or his title or any part thereof.

(f) That the Borrower will during the continuance of this security duly pay the rent reserved by and observe and perform the covenants on the part of the Borrower contained in the said Indenture and keep the Bank indemnified from and against the said rent and covenants and all claims and demands in respect thereof.

(g) That the Borrower will not make any alterations improvements or addition to the mortgaged property or buildings thereon without the prior written consent of the Bank.

6. THE moneys hereby secured shall immediately become payable without any demand:-

(a) If the Borrower commits a breach of any of the covenants herein contained.

(b) If the Borrower grants a Bill of Sale on his effects upon the premises hereby mortgaged or if any process of execution shall be issued against the Borrower or his effects and shall not be satisfied or stayed within seven days thereof or if any chattels on the premises hereby mortgaged shall be taken under a distress for the rent reserved by the Lease under which the same is held.

7. SECTION 20 of the Conveyancing and Law of Property Act 1881 shall not apply to this security and the Statutory Power of Sale shall be immediately exercisable by the Bank or its assigns without the necessity of giving any notice in that behalf to the Borrower at any time or times after the happenings of any or either of the events specified in Clause 6 hereof.

8. AT any time after the moneys hereby secured become payable the Bank may (by an instrument in writing under the hand of any Director or Manager of the Bank in Lagos) appoint any person or persons (including any Manager or other official of the Bank) to be a Receiver or Receivers of the properties hereby mortgaged and may remove any such Receiver or Receivers. Any Receiver or Receivers so appointed shall be deemed to be the Agent or Agents of the Borrower and the Borrower shall be solely responsible for his or their acts or defaults and for his or their remuneration and such Receiver or Receivers so appointed shall have power:-

(a) To take possession of collect and get in the property hereby mortgaged or any part thereof and for that purpose to take any proceedings in the name of the Borrower or otherwise.

(b) Forthwith and without any restriction imposed by Section 20 of the Conveyancing and Law of Property Act 1881 to sell (by public auction or private contract) lease let or concur in selling leasing or letting any of the property hereby mortgaged or any part thereof and to carry any such sale leasing or letting into effect in the name and on behalf of the Borrower or otherwise.

(c) To make and effect all repairs and insurances and do all other acts which the Borrower might do in the ordinary conduct of its business as well for the protection as for the improvement of the property hereby mortgaged.

9. THE Powers conferred on a Mortgagee or Receiver by the Conveyancing and Law of Property Act 1881 shall so far as applicable be deemed to be incorporated herein save that all moneys received by such Receiver after providing for the matters specified in paragraphs (i) (ii) and (iii) of Section 24 Sub-Section (8) of the said Conveyancing and Law of Property Act 1881 and for all costs charges and expenses of or incidental to the exercise of any of the powers of such Receiver shall be applied in or towards the satisfaction of the moneys hereby secured.

10. SECTION 17 of the Conveyancing and Law of Property Act 1881 (dealing with the consolidation of mortgages) shall not apply to this security.

11. DURING the continuance of this security no person shall be registered under the Land Registration Law or any Act or Edict amending or re-enacting the same as proprietor of the property hereby mortgaged or any part thereof without the consent in writing of the Bank and the costs incurred by the Bank of lodging from time to time a caution against registration of the said property shall be deemed to be costs properly incurred by the Bank under this security.

12. THIS security shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of moneys which shall for the time being constitute the balance due from the Borrower to the Bank.

13. The Security hereby created shall not be affected by and shall be without prejudice and in addition to any other security whether by way of mortgage charge or otherwise howsoever which the Bank may now or at any time hereafter hold on the property of the Borrower or any part thereof for or in respect of all or any part of the indebtedness of the Borrower to the Bank or any interest thereon.

14. THE Bank shall in the event of its receiving notice that the Borrower has incumbered or disposed of the premises hereby mortgaged or any of them or any part thereof be entitled to close the then current account and to open a new account with the Borrower and no money paid in or carried to the credit of the Borrower in such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on the said closed account at the time when it received such notice as aforesaid.

15. THE Borrower shall at any time at the request of the Bank but at the cost of the Borrower execute or obtain the execution of any other or further mortgage charge or other documents which the Bank may in its discretion think requisite or necessary for completing perfecting or giving effect to the security hereby intended to be given and the Borrower will bear all costs charges and expenses incurred or to be incurred by the Bank in respect of this mortgage including all costs charges and expenses which may be incurred or sustained in obtaining payment of any moneys intended to be hereby secured or such other or further mortgage charge or other document as aforesaid and the Borrower agrees that all such costs charges and expenses may be added to the moneys secured by this mortgage and bear interest accordingly.

16. The Borrower hereby irrevocably appoints the Bank and any person nominated in writing under the hand of any Manager of the Bank including every Receiver appointed hereunder to be the Attorney of the Borrower in the name and on behalf of the Borrower and as the Borrower's act and deed to execute seal and deliver and otherwise perfect any deed assurance or instrument which may be required or deemed proper to fulfil any purpose of the security hereby intended to be given and generally to use the name of the Borrower in the exercise of all or any of the powers hereby conferred on the Bank or any Receiver appointed by it.

17. THE Borrower hereby constitutes the Bank during the continuance of this security to be his Attorney to recover from the tenants (if any) of the mortgaged property the rents from time to time payable by such tenants and to apply such rents in reduction of the Borrower's indebtedness on his account or accounts but the receipt of the said rent and the application thereof by the Bank shall not render the Bank liable to account as a Mortgagee in possession.

18. IN addition to all other protection afforded by law every Purchaser or third party dealing with the Bank or any Receiver or Receivers appointed by it shall be entitled and bound to assume without enquiry that some moneys are owing on the security hereof and have become payable.

19. THIS security shall continue to be valid and binding for all purpose notwithstanding any change by amalgamation consolidation or otherwise which may be made in the constitution of the Company by which the business of the Bank may for the time being be carried on and shall be available by the Company carrying on that business for the time being.

20. The expression "the Account" shall include any account of the Borrower with the Bank and whether current, deposit, loan, savings or of any other nature whatsoever and at any

Branch of the Bank and the Borrower further authorizes the Bank at its discretion to combine any two or more accounts at any time and without giving notice to the Borrower.

21. ANY demand in writing made by an Officer of the Bank concerning the indebtedness of the Borrower to the Bank shall be sufficient evidence of the amount owing by the Borrower to the Bank.

22. A notice may be served by the Borrower upon the Bank by delivering same by hand or by sending it through the post in a prepaid envelope addressed to the Branch of the Bank where the Borrower maintains his accounts and any demand or notice to be made or given by the Bank may be made by letter delivered by hand or sent through the post in a prepaid envelope addressed to the Borrower at his last known address in Nigeria and any notice served by post shall be deemed to have been served at the expiration of seventy-two hours after it is posted and in proving such notice it shall be sufficient to prove that the letter containing such notice was properly addressed and stamped and put into the Post Office.

IN WITNESS whereof Borrower has hereunto set his hand and seal the day and year first above written.

THE SCHEDULE above referred to:-

DESCRIPTION OF PROPERTY	PARTICULARS OF TITLE	TERM	RENT
All that piece or parcel of land lying, situate and being at Odikpirite Umuobasi Ugba in Umuahia Local Government Area of Abia, containing an area of approximately 508.579 square metres, more particularly delineated in Survey Plan No. DOK/ABSC/1271/97 , together with the building or buildings thereon.	Certificate of Occupancy dated 8th November, 2001 issued by Abia State Government in favour of Paulinus Obasi and registered as No. 5 at Page 5 in Volume 58 of the Lands Registry, Umuahia.	99 years with effect from 1st January, 2001.	₦105.00 per annum.

Signed Sealed and Delivered

by the within-named Borrower

PAULINUS OBASI .....
BORROWER

in the presence of:-

Signature of Witness:

Name: Ezebor P.N.

Address: First Bank of Nig Plc, Umuahia

Occupation: Banking

As required by Law, I hereby give my consent and approval to the transaction contained in these presents.

Dated this 30 day of 5 2005.

DR. ORJI UZOR KALU
Executive Governor of Abia
State of Nigeria.

NIGERIA Ten thousand STAMP DUTIES

NIGERIA Ten thousand STAMP DUTIES

NIGERIA Ten thousand STAMP DUTIES

NIGERIA Ten thousand STAMP DUTIES

NIGERIA Ten thousand STAMP DUTIES

DATED THIS 30th **DAY OF** may **200**5

NIGERIA Ten thousand STAMP DUTIES

PAULINUS OBASI

TO

FIRST BANK OF NIGERIA PLC

ORIGINAL DEED OF LEGAL MORTGAGE

THE WITHIN INSTRUMENT IS IN THE OPINION OF THE COMMISSIONERS OF STAMP DUTIES CHARGEABLE WITH A DUTY OF N60,000 (sixty thousand naira) AND THE DUTY THEREON HAS BEEN ASSESSED ACCORDINGLY
Sgd/
CHIEF LANDS OFFICER
COMMISSONER FOR STAMP DUTIES
Date:- 14/03/2005

LEGAL MORTGAGE

Prepared by:-

A. A. NOAH ESQ.,
LEGAL PRACTITIONER,
22/24 ABA ROAD,
PORT HARCOURT,
RIVERS STATE.

THIS INSTRUMENT WAS DELIVERED TO ME FOR REGISTRATION BY THE CHIEF LAND OFFICER OF MINISTRY OF Lands, Survey & Urban Planning UMUAHIA AT 11:00 O'CLOCK IN THE forenoon THIS 15th DAY OF June 2005
Sgd/
PRINCIPAL REGISTRAR OF DEEDS

Sgd/
22/6/2005

THIS INSTRUMENT IS REGISTERED AS NO. 35 AT PAGE 35 IN VOLUME 70R OF THE LAND REGISTRY IN THE OFFICE AT UMUAHIA
Sgd/
PRINCIPAL REGISTRAR OF DEEDS

Umuahia North Council ..... Division

PROPERTY GENERAL RATE RECEIPT

N 10,368 No 0011309

Property No. 50 Street Name ~~Afore St~~ Umuobasi Street

8-3-2002

Received from Pauline Obas

the sum of Ten thousand three hundred and sixty eight naira — Kobo

on account of Nominal assessment of property Rate for 2000-2001 and 2002

Signature of Payer

Treasurer

Guinea-Chim Ind. Ltd. 24 Ngwa St. Phone 221586 Umuahia

38 Afara Street,
Umuahia,
Abia State.

16th May, 2002.

The Director of Lands,
Ministry of Lands, Survey &
Urban Planning,
Umuahia - Abia State.

Dear Sir,

RE: LETTER OF CONSENT TO MORTGAGE MY PROPERTY SITUATE AT NO: 50 UMUOBASI AND COVERED BY CERTIFICATE OF OCCUPANCY READ AS 5/5/58 DATED 1/2001.

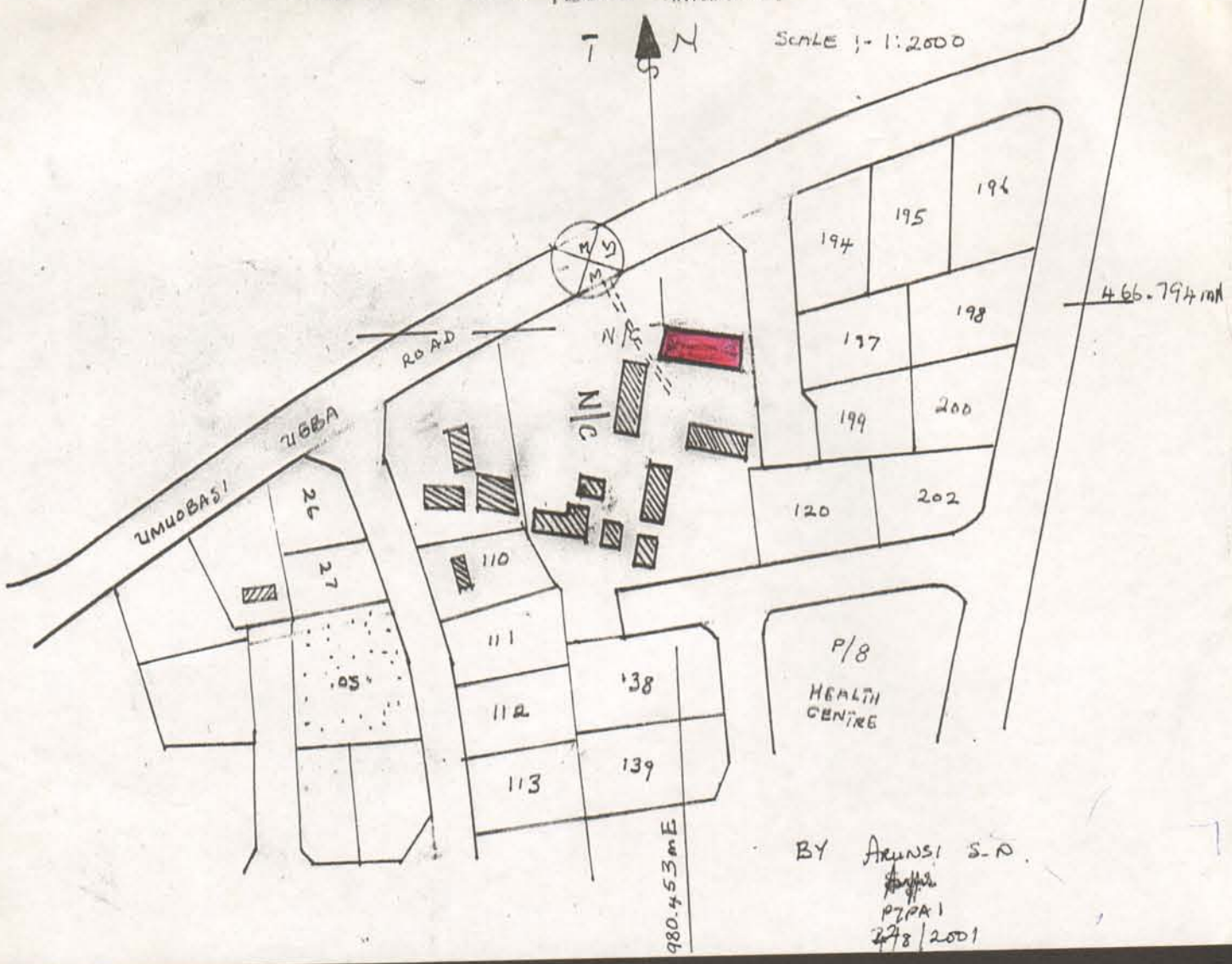
I do hereby authorised AFRIBANK NIGERIA PLC, UMUAHIA to apply legal mortgage on my above stated property in respect of facility granted me.

Thank you.

Yours faithfully,

PAULINUS OBASI

CHARTED EXTRACT FROM
AGUIYI IRONSI LAYOUT, UMUAHIA, IBEKU
OF LANDED PROPERTY OF MR. OBASI PAULINUS
AT UMUOBASI - UGBA IBEKU UMUAHIA



BY ARUNSI S.N.
PZPA1
278/2001

DL,

From P.1 submitted please.

2. Mr. Paulinus N. Obasi has applied through the Zonal Lands Office, Umuahia for grant of Statutory Certificate of Occupancy in respect of his property at Odikpirite Umuobasi Ugba Umuahia in Umuahia North Local Government Area. He acquired interest in the property by virtue of a Power of Attorney dated 4th May,2001 and Registered as 19/19/527 Umuahia (PP5-9). The Deeds Registry has at P. 11 confirmed that the property is free from encumbrance and still vested in Mr. "O"

2. The inspection report at PP 3-4 reveals that the property is developed while additional report from the Area Town Planning Officer Umuania at PP confirms that the property is not encumbered by Government interest.

3. Fees were paid at PP , while the applicants income current Tax Clearance certificate is filed as P. 10.

4(a) In view of the above and in pursuance of Section 34(2) of the Land Use Act No 6 of 1978, it is recommended that the Exectuve Governor be advised to grant the certificate of occupancy as follows:

Holder - Paulinus N. Obasi

Location - Plot at Odikpirite Umuobasi Ugba, Umuahia North L.G.A.

Term - 99 (Ninety Nine) year with effect from 1/1/2001

Rent - ₦105.00 Per annuam

Revision Period - Every 10 (Ten) Years

Purpose Clause - Residential Use.

Building Convenant - Building already erected and valued at ₦580,000.00 (Five hundred and Eighty thousand Naira) to be maintained in good conditions.

(b) He will also sign and date the Statutory Certificate of Occupancy at back cover as endorsed in original counterpart and registry copies (3 signatures and date).

CHUKWUDINMA OGBONNA
ACLO I
Date.....

The Permanent Secretary,

The above submission is in order.

2. You will please advise His Excellency, the Executive Governor to treat as recommended in paragraph 4.

E. K. Ukariwe
Director of Lands
Date. .....