

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue :

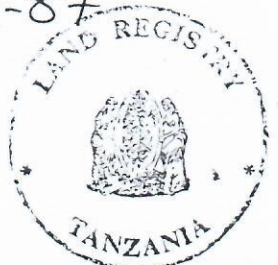
Title Number : 33359

Land Office Number : 107351

SP/100 Land : PLOT NOS ²³⁸⁻²⁴¹~~35-38~~ (INCLUSIVE) PUGU ROAD INDUSTRIAL AREA
DAR ES SALAAM CITY

Term : NINETY NINE YEARS

No. 33359
 ERRED 31-12-87
 32B
 10 A.M.
 alubia
 Registrar of Titles



Stamp Duty Shs. 95/= Paid
 6/273663
 and Revenue Receipt No. 5/860682
 12-12-87
 of 7-9-87
 alubia
 07351
 31450
 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

29th day of December
 1987

TITLE NO. 33359

TANZANIA STAMP DUTY ACT
 Stamp Duty Shs. 190/= Paid
 on original Receipt No. 6/273663
 12-12-87 5/860682
 of 7-9-87
 One thousand nine
 Stamp Duty Officer
 alubia

I CERTIFY that KIBO PAPER INDUSTRIES LIMITED a limited liability
 incorporated in Tanzania and having its registered office in Dar es Salaam
 Box 2557 DAR ES SALAAM (hereinafter called "the Occupier") is entitled
 to a Certificate of Occupancy (hereinafter called "the Right") in and over the Land
 described in the Schedule hereto (hereinafter called "the Land") for a term of
 20 years from the first day of July One thousand nine hundred and
 eighty seven according to the true intent and meaning of the Land Ordinance and
 the provisions thereof and to any regulations made thereunder and to
 any amendments in substitution therefor or amendment thereof and to the following
 conditions:-

The Occupier having paid rent up to the thirtieth day of June, 1977,
 thereafter pay rent of shillings three thousand and ninety (Shs.3,090/=)
 in advance on the first day of July in every year of the term without
 effect. PROVIDE that the rent may be revised by the Minister for the
 Affairs responsible for Lands (hereinafter called "the Minister") on the
 first day of July in each of the years 1986, 1996, 2006, 2016, 2026, 2036,
 1986 and 2066 or within three years thereafter in each case.

Occupier shall:-

Erect on the land buildings (hereinafter called "the buildings")
 in permanent materials designed for use in accordance with the
 conditions of the Right and which conform to the building line
 (if any) decided by the Dar es Salaam City Council (hereinafter
 called "the Authority");

By the thirty first day of December 1976, submit to the
 Authority such plans for the buildings (including block plans
 showing the position of the buildings) and such drawings,
 elevations and specifications of them as will satisfy the
 Authority and as are in accordance with the building conditions

- (v) At all times during the term after the thirtieth day of June 1979; have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Director for Lands Development Services (hereinafter called "the Director");
- (vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided
- (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Director;

(ii) Occupation or use of the whole or any part of the land or building by any person other than the Occupier or its employees agents contract members of the household shall be deemed a dealing with the land or building

The Director shall have an absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (other than a mortgage or charge entered into before compliance with condition 2 (iv)) will not receive consent except in special circumstances of which the Director shall be the sole judge

The Occupier shall further:-

- (i) make and maintain on the Land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
- (ii) make and keep all the buildings on the Land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;

DAR-ES-SALAAM CITY

the Occupier shall pay to the Minister on demand made by the Director
behalf:-

- i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- iii) such sum as the Director shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

The land and the buildings to be erected thereon shall be used for
Industrial Purposes. Use Group 'M' use class (a) as defined in the Town
and Country Planning (use classes) Regulations, 1960.

The President may revoke the Right for good cause and in public
interest.

SCHEDULE

That land known as Plot Nos 238 - 244 (inclusive) Pugu Road Industrial
Estate, Salasam City containing three decimal point three nine two
2) ~~hectares~~ ^{hectares} shown for identification only edged on the plan attached
is certificate and defined on the registered survey plan numbered
deposited at the Office of the Director for Surveys and Mapping at
Salasam.

Sample

The undersigned has read the INSTRUMENT and has accepted the terms and conditions contained in the foregoing certificate of occupancy.

Sample

I have with me a copy of the said INSTRUMENT and have read and approved in the presence of us this 7th day of DECEMBER 1988

Signature: *[Signature]*
Postal Address: BOX 2557
DAR ES SALAAM
Qualification: GENERAL MANAGER

Signature: *[Signature]*
Postal Address: P.O. BOX 2557
DAR ES SALAAM
Qualification: COMPANY SECRETARY

LAND REGISTRY, DAR ES SALAAM

MORTGAGE

DISCHARGED ON

Filed Document No. 76667

Date of registration 1-2-99 at 1:00 PM

16.3.88 time 11:00 a.m.

TO EAST AFRICAN DEVELOPMENT BANK.

UNDER RD NO. 103492

(To secure T. Shs. 113,057,000/=)

[Signature]

SENIOR REG. ASST. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM

TRANSFER

Filed Document no 103390

Date of registration 11.12.98 time 11:00 P.m

to TLL PRINTING AND PACKAGING

UNITED PL P.O. Box 2557, Dar-es-salaam.

FILE No.

PAGE

LAND REGISTRY DAR-ES-SALAAM
MORTGAGE

Filed Document no 108603
Date of Registration 18.2.04 time 1.00 P.M.
DISCHARGED ON 25.2.05
TO TANZANIA INVESTMENT BANK LIMITED. TO SECURE TSHS.
1,250,000,000/= FD 109615
[Signature]
Asst. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no 110035
Date of Registration 4.8.05 time 9.00 AM
TO SKYMARK PLAZA LIMITED
OF P.O. BOX 2338 D' SALAAM
(CONS. USD 1,182,000/=)
[Signature]
Senior Asst Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
MORTGAGE

Filed Document no 110979
Date of Registration 27-4-06 time 1.00 P.M.
TO NATIONAL BANK OF
COMMERCIAL LIMITED (TO
UNSPECIFIED AMOUNT)
[Signature]
Senior Asst Registrar of Titles