

TITLE No. 29665  
REGISTERED  
31 January 1981  
At Dar es Salaam  
J. A. M. M. M.  
Registrar of Titles  
29665

L.O. NO. 75354.

L.D. NO. 110557.

Dar-es-Salaam Plant

CERTIFICATE OF OCCUPANCY

The 29<sup>th</sup> day of January  
One thousand nine hundred and Eighty-three

TITLE NO. 29665

JEL/CO

THIS IS TO CERTIFY that DAR ES SALAAM BOTTLERS LIMITED a Limited liability Company incorporated in Tanzania and having its registered Office at Dar es Salaam of P.O. BOX 9001, DAR ES-SALAAM (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of Ninety-nine years from the First day of January One thousand nine hundred and Seventy-eight according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth of June, 1979, shall thereafter pay rent of Eleven thousand three hundred and thirty five shillings (Shs.11,335/=) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1988, 1998, 2008, 2018, 2028, 2038, 2048, 2058, and 2067 or within three years thereafter in each case.

2. The Occupier shall:-

(i) 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");

(ii) By the thirtieth day of June, 1978 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 in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;

(iii) Within three months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;

- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirty-first day of December, 1980;
- (v) At all times during the term after the thirty-first day of December, 1980; have on the land existing buildings approved by the Authority and maintain them in good order and repair to the satisfaction of the Director of Land 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;
- (vii) 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.

3.(i) The Occupier shall not subdivide the land 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 Commissioner.

(ii) The Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or its employees agents or contractors shall be deemed a dealing with the land or buildings.

4. The Commissioner shall have an absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (otherwise 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.

5. 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~~

carry out such measures as the Medical Officer of Health

(iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.

6. The Occupier shall pay to the Minister on demand made by the Director on his 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 the 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 obligate the Government to make or improve roads.

7. The land and the building to be erected thereon shall be used for industrial purposes, Use GROUP 'O' Use Class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

8. The President may revoke the Right for good cause

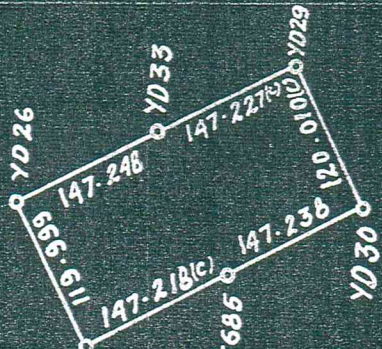
S C H E D U L E

ALL that land known as Plots Nos. 54-57 Kigawa Industrial Area Dar es Salaam City, containing three decimal point five three four (3.534) Hectares shown for identification only edge on the plan attached to this Certificate and defined on registered survey plan numbered 17949 deposited at the Office of the Commissioner for Surveys at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.





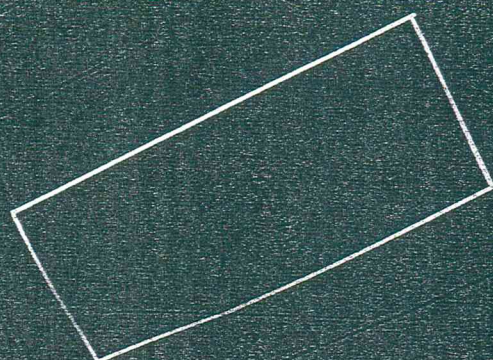


KIPAWA INDUS-  
STRIAL AREA YD  
27

54-57

75354

3.534 HACTERS



21-12-1983

*[Handwritten signature]*

LAND REGISTRY DAR-ES-SALAAM  
 74742  
 DISCHARGED ON 15.4.86 9.00A  
 TO JANZANIA INVESTMENT BANK  
 (To secure Sh. 25,000,000/-)  
 Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM  
 MORTGAGE  
 DISCHARGED ON  
 Filed Document no 100,420  
 Date of Registration 16-12-94 time 11:30 A.M.  
 18-5-2001 P.M.  
 TO THE NATIONAL BANK OF COMM-  
 ERCE of P.O. Box 1255, Darassalaam  
 (To secure an unspecified amount)  
 REG. OF TITLES

LAND REGISTRY, DAR-ES-SALAAM  
 CHANGE OF NAME  
 (FD 100,420)  
 Filed Document No. 105,785  
 DISCHARGED ON  
 Date of Registration 18-5-2001 time 1.00P.M.  
 18-5-2001 P.M.  
 TO THE NATIONAL BANK  
 OF COMMERCE LIMITED  
 UNDER FD 105785  
 REG. OF TITLES

LAND REGISTRY DAR-ES-SALAAM  
 CHANGE OF OWNERSHIP  
 (Sec 71)  
 Filed Document no 105854  
 Date of Registration 21.6.2001 11.00 A.M.  
 TO SBC TANZANIA LIMITED  
 of P.O. Box 4162, Dar es Salaam  
 REG. OF TITLES

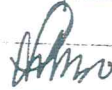
LAND REGISTRY DAR-ES-SALAAM  
 CAVEAT  
 Filed Document no 105892  
 Date of Registration 4.7.01 time 12:00  
 BY FAHARI BEVERAGES  
 LIMITED OF BRIVATE BAG  
 MOSHI. FD. 108385  
 SEM. ASST. REG. OF TITLE

LAND REGISTRY DASH-BELLAN  
MORTGAGE

Title Document no. 108385

Date of Registration 8.10.03 time 10.45 AM

NATIONAL BANK OF COMMERCE  
LIMITED } TO secure An unspecified  
Amount }



Senior Area Registrar

108385