



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Certified copy of the original
Date: 22/12/2020
JOHNY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

and
number:
and location:

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 60985
L.O. No: 529512
LD. LZ/31824

Made and entered into this...^{12th} day of SEPTEMBER 2014

BETWEEN

TANZANIA INVESTMENT CENTRE

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997, (hereinafter referred to as "the Lessor") on the one part

AND

M/S VICTORIA PERCH LIMITED

of P.O Box 348 MWANZA and having certificate of incentives No. 042551 (hereinafter referred to as "the Lessee") on the other part.

THIS LEASE WITNESSES as follows:

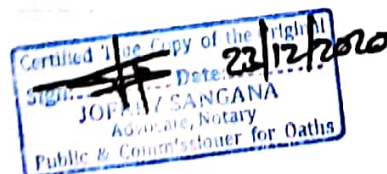
WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Mwanza under Title No. 60985 in respect of land within Plot No. 11, Block 'C' measuring three thousand six hundred and thirty nine (3,639) square metres, situated at Ilemela Industrial Area in Ilemela Municipality and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of ninety-eight years commencing on the first day of July, two thousand and fourteen and expiring on the of thirtieth day of June, two thousand one hundred and twelve subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-

The Land shall be used for Industrial Service purposes only; Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

Certified True Copy of the Original
Sign: [Signature] Date: 22/12/2020
JOHREY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings 1,091,700.00 plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings 1,200,870.00 (one million two hundred thousand eight hundred and seventy only) payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular;
 - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
 - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
 - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by rehabilitating and modernizing fish processing facilities.
4. **BE RESPONSIBLE** for:
 - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
 - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
5. **SUBMIT** building plans to the **Ilemela Municipal Council** within six months from the commencement of this Lease; begin construction of building(s) in permanent materials within six months after the approval of the plans, and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land without prior consent of the lessor. (Note: In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor an evaluation report showing that he has developed the land at least 60% of his development plan).
7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.



SEALED with the COMMON SEAL of the said)
M/S VICTORIA PERCH LIMITED and)
DELIVERED in the presence of us this 11th)
.....day ofSeptember.....2014)

Signature.....*[Signature]*.....)
Postal Address.....P.O. Box 348, Mwanza, Tanzania.....)
Qualification.....DIRECTOR.....)

Signature.....*[Signature]*.....)
Postal Address.....P.O. Box 348, Mwanza, Tanzania.....)
Qualification.....DIRECTOR.....)

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE)
and DELIVERED in the presence of us)
this 12th day of SEPTEMBER.....2014)


Signature.....*[Signature]*.....)
Postal Address.....938)
.....DAR ES SALAAM.....)
Qualification.....EXECUTIVE DIRECTOR.....)

Signature.....*[Signature]*.....)
Postal Address.....ES)
.....DAR-ES SALAAM.....)
Qualification.....LEGAL OFFICER.....)



Certified *[Signature]* of the origin
Date 22/12/2014
JOHN SANGANA
Notary Public & Commissioner for Oaths

FILED DOCUMENT No. 42005
REGISTERED
15-9-2014
at 11:30 G.
M. Mawani
Asst. Registrar of Titles



TANJAVUR STAMP DUTY ACT
Stamp Duty Shs. 500/- Paid
and Revenue Receipt No. 3167541
of 15-9-2014 Issued.
M. Mawani
Stamp Duty Officer

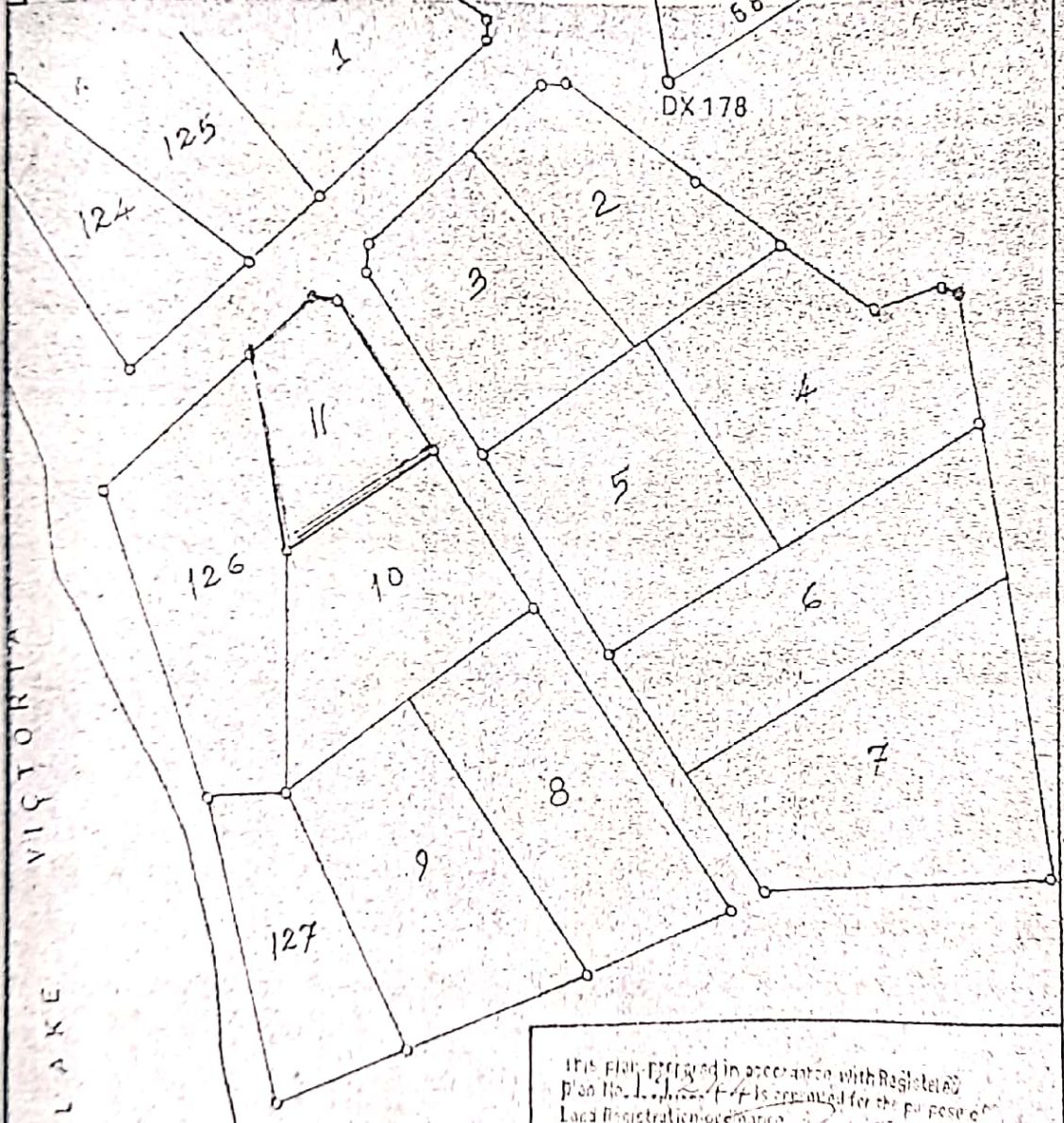
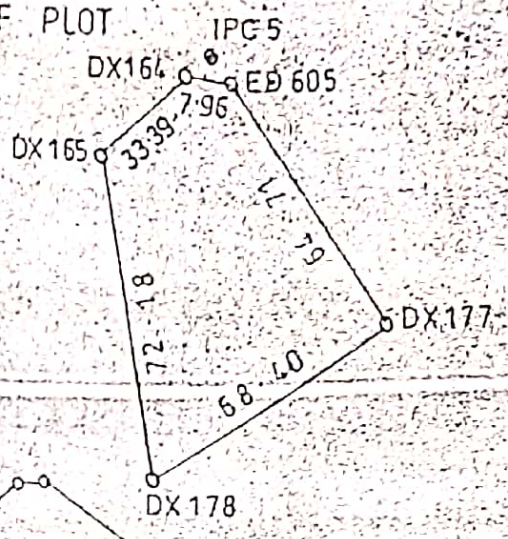
TANJAVUR
STAMP DUTY PAID ON
ORIGINAL No. 12008/2
Receipt No. 3167541 of 15-9-2014
P. M. Mawani
Asst. Registrar of Titles

Certified as a true copy of the original
23/12/2020
J. P. BANGANA
Assistant Secretary
Public & Commissioner for Oaths

ILEMELA MUNICIPALITY

INSET SHOWING DETAILS OF PLOT

Location Ilemela
Block C
Plot no 11
L.o.no 529512
Area = 3639 sqm



L A K E
V I C T O R I A

This plan prepared in accordance with Registered
Plan No. 127/2014 of 11/11/2014 is approved for the purpose of
Land Registration of the same.

For and in Behalf of the Applicant
 22/11/2014
 Date
 Ministry of Lands and Human Settlement Development
 The Registrar

Area of the plot plus 10% for the
width of the road by the power road

Certified True Copy of this Plan
 Date: 22/11/2014
 JOFREY SANGANA
 Advocate, Notary
 Public & Commissioner for Oaths

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue: 1-9-2014

Title Number: 60985 LR Mwanza

Land Office Number: 529512

Land: PLOT NO. 11, BLOCK "C" EMBETA INDUSTRIAL - EMBETA MUNICIPALITY

Term: NINETY NINE YEARS

Original true Copy of the Certificate
Date: 12/12/2020
JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths

TITLE No. 60985

REGISTERED ON
1-9-2014
at 10:10 AM



MM Mway
Registrar of Titles

Land Form No. 22

Stamp Duty Paid 500/=
Stamp Duty No. 50524983
of 18-8-2014
MM Mway
Stamp Duty Officer

TANZANIA LAND ACT
Stamp Duty Paid 5500/=
on original Receipt No. 50524983
of 18-8-2014
MM Mway
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
(Under Section 29)



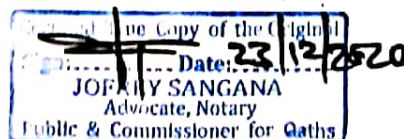
Title No. 60985
L.O. No. 529512
LD. No. LZ/31824

The 29th day of August two thousand and Fourteen

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE Established under the Act No. 26 of 1997 of P.O. Box 938, Dar es Salaam, (hereinafter called "the Occupier") are entitled to the 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 July, Two thousand and fourteen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2015, shall hereafter pay rent of shillings One million ninety one thousand seven hundred (Tshs. 1,091,700/=) a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (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 responsible for Surveys and Mapping.
 - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) 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 Hemela Municipal Council (hereinafter called "the authority");

- (iv) Building plans to be submitted to the **Ilemela Municipal Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Buildings to be completed within thirty six months from the commencement of the Right.
 - (vii) 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;
 - (viii) Make and keep all the buildings on the land rat-proof and carry out such measurements as Medical Officer of Health for the Authority may require for this purpose;
 - (ix) 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;
 - (x) Fence the land with good quality fencing, car-parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided with the boundaries of the land
3. **USER:** The land and the buildings to be erected thereon shall be maintained and the same shall be used for **Industrial Service** purposes only. Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The occupier shall not assign the right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition
6. The President may revoke the right for good cause or in public interest.



ILEMELA MUNICIPALITY

INSET SHOWING DETAILS OF PLOT

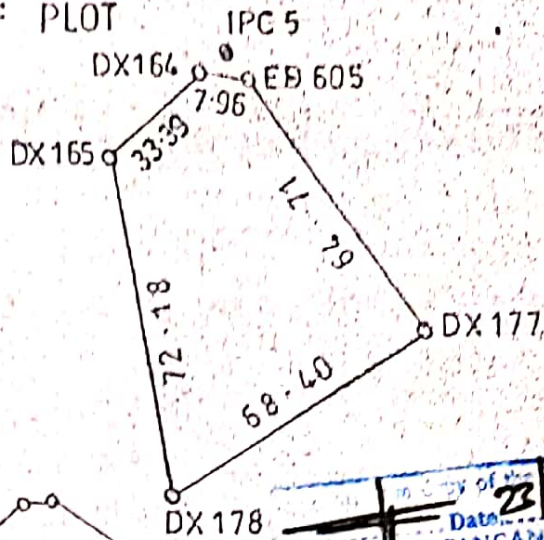
Location Ilemela

Block C

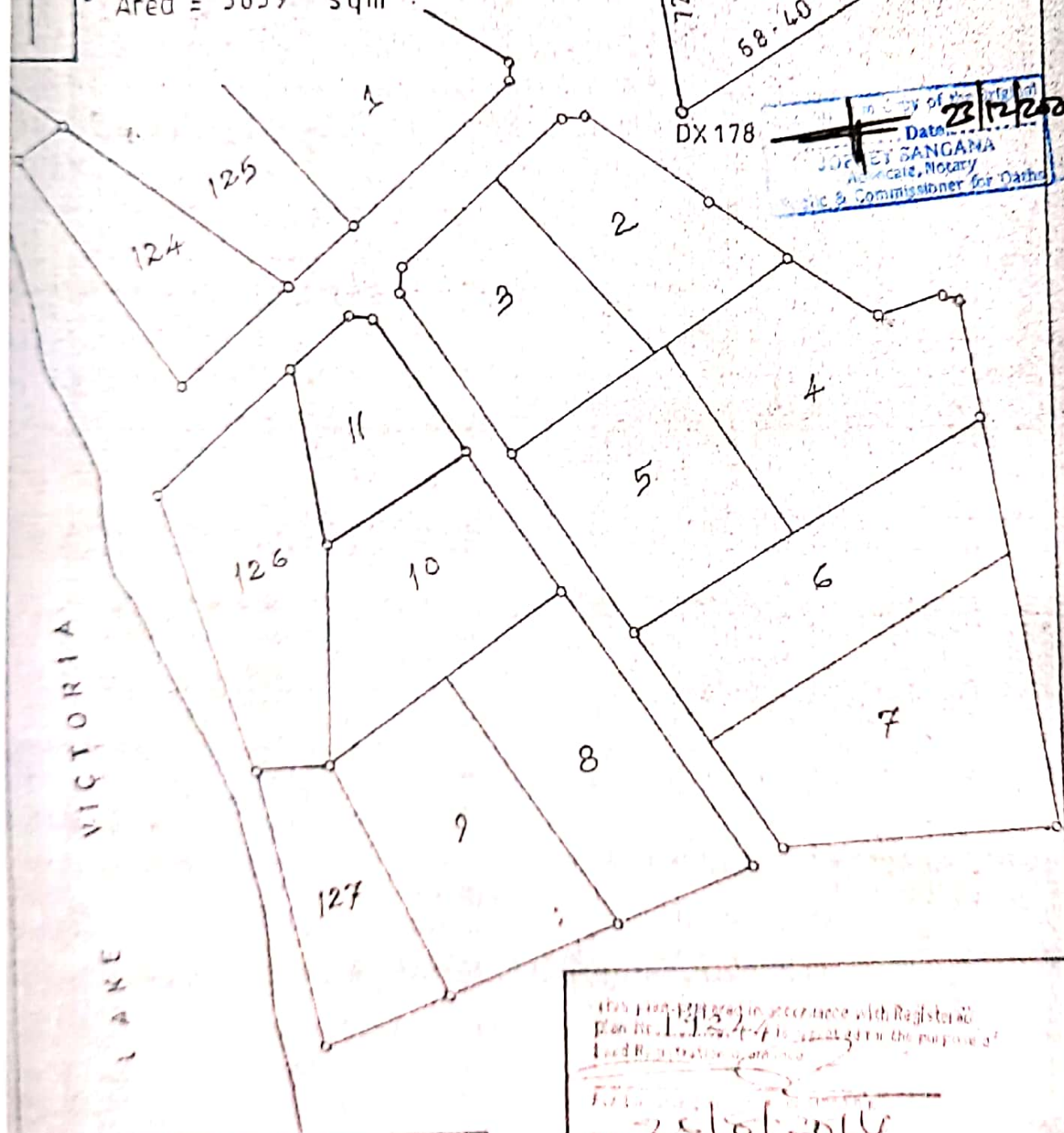
Plot no 11

L.O no 529512

Area = 3639 sqm



Date: 23/12/2014
JOYET SANGAMA
 Advocate, Notary
 Public & Commissioner for Oaths



This plan is drawn in accordance with Registered
 Plan No. 1234 for the purpose of
 Land Registration.

[Signature]
 Date: 23/12/2014
 Notary Public & Commissioner for Oaths

The holder of this plan is responsible for
 the accuracy of the information provided.

SCHEDULE

ALL that Land known as Plot No. 11 Block 'C' situated at Ilemela Industrial in Ilemela Municipality containing Three thousand six hundred forty nine (3,639 Sqm) Square meters shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 19244 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and my official seal the day and year first above written.

Certified to be a true Copy of the Original
Date: 23/12/2020
JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths

ASSISTANT COMMISSIONER FOR LANDS

The within named TANZANIA INVESTMENT CENTRE hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and Delivered)
in presence of us this 28th day of AUGUST 2014)

Name..... JULIET CATANZI)
Signature..... [Signature])
Postal Address: 987 DSH)
Qualification: EXECUTIVE DIRECTOR)

Name..... ALEXANDER MUNTANI)
Signature..... [Signature])
Postal Address: 987 DSH)
Qualification: LEAD OFFICER)





TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Date of Issue:

Land Office Number:

Land Description:



TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 60986
L.O. No: 529513
LD. LZ/31825

Made and entered into this ^{12th} day of SEPTEMBER 2014

BETWEEN

TANZANIA INVESTMENT CENTRE

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997, (hereinafter referred to as "the Lessor") on the one part

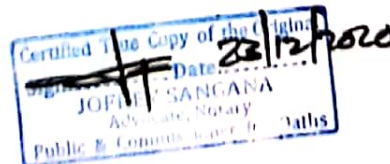
AND

M/S VICTORIA PERCH LIMITED

of P.O Box 348 MWANZA and having certificate of incentives No. 042551 (hereinafter referred to as "the Lessee") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Mwanza under Title No. 60986 in respect of land within Plot No. 124, Block 'C' measuring four thousand four hundred and four (4,404) square metres, situated at Hemela Industrial Area in Hemela Municipality and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of ninety-eight years commencing on the first day of July, two thousand and fourteen and expiring on the of thirtieth day of June, two thousand one hundred and twelve subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-



The Land shall be used for Fish Processing Factory purposes only, Use Group 'O' use class (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings 1,321,200.00 plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings 1,453,320.00 (one million four hundred fifty three thousand three hundred and twenty only) payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular;
 - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
 - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
 - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by rehabilitating and modernizing fish processing facilities.
4. **BE RESPONSIBLE** for:
 - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
 - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
5. **SUBMIT** building plans to the Ilemela Municipal Council within six months from the commencement of this Lease; begin construction of building(s) in permanent materials within six months after the approval of the plans, and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land without prior consent of the lessor. (Note: In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor an evaluation report showing that he has developed the land at least 60% of his development plan).
7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

Certified true copy of the original
Date: 23/12/2020
JOSUA S. S. ANIA
Advocate & Notary
Public & Commissioner for Oaths

PART B. THE LESSOR SHALL:

1. ENSURE that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. UPON breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

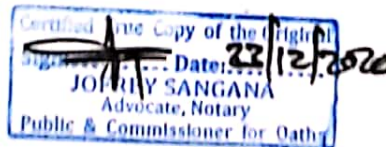
PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named M/S VICTORIA PERCH LIMITED hereby accept the terms and conditions contained in the forgoing Lease agreement.

SCHEDULE

ALL that Land known as Plot No. Plot No. 124, Block 'C' situated at Hemela Industrial Area in Hemela Municipality measuring four thousand four hundred and four (4,404) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 19244 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.



SEALED with the COMMON SEAL of the said)
M/S VICTORIA PERCH LIMITED and)
DELIVERED in the presence of us this 11th)
day of September 2014)

Signature: [Signature])
Postal Address: P.O. Box 348, Mwanza, Tanzania)
Qualification: DIRECTOR)

Signature: [Signature])
Postal Address: P.O. Box 348, Mwanza, Tanzania)
Qualification: DIRECTOR)

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE)
and DELIVERED in the presence of us)
this 12th day of SEPTEMBER 2014)

Signature: [Signature])
Postal Address: 938)
DAR ES SALAAM)
Qualification: EXECUTIVE DIRECTOR)

Signature: [Signature])
Postal Address: 928)
DAR ES SALAAM)
Qualification: LEGAL OFFICER)



Copy of the original
Date: 22/12/2014
JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths

ILEMELA MUNICIPALITY.



INSET SHOWING DETAILS OF PLOT

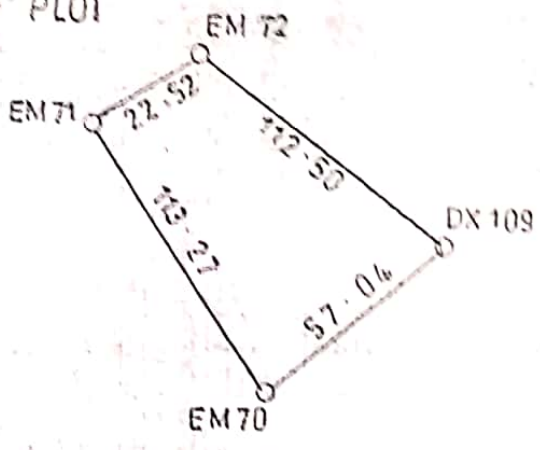
Location Ilemela

Block C

Plot 124

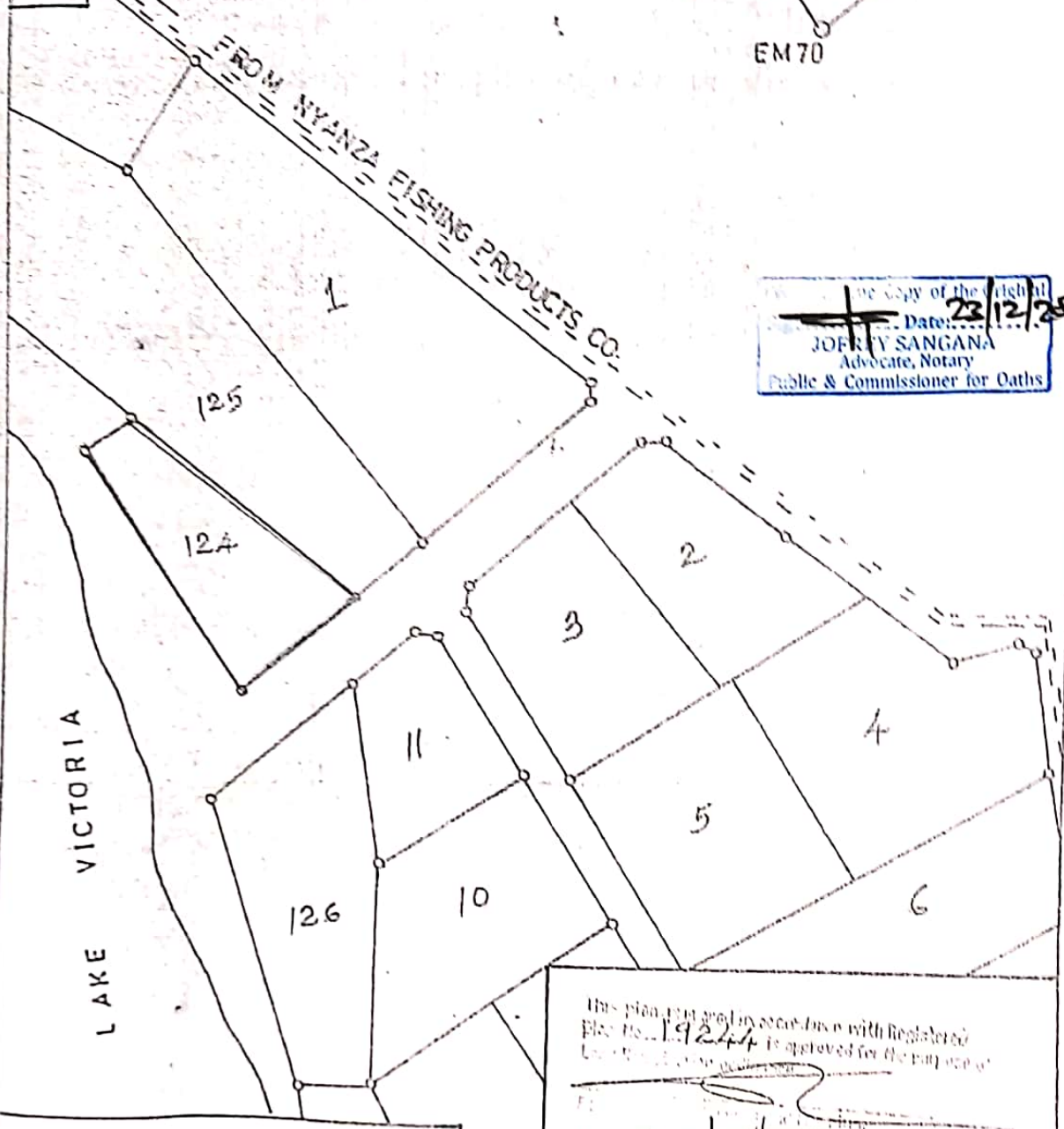
L.O. no 529513

Area = 4404 sqm



FROM NYANZA FISHING PRODUCTS CO.

Copy of the [unclear]
 Date: 23/12/2014
 JOSEPH SANGANA
 Advocate, Notary
 Public & Commissioner for Oaths



LAKE VICTORIA

This plan was prepared in accordance with Registered plan No. 19244 is approved for the purpose of [unclear]
 Date: 20/8/2014
 [Signature]

The issue of this plan implies no guarantee or certification of title by the government

M. Mwanay
 Date: 17.09.2014

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

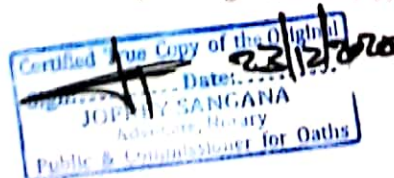
Date of Issue: 60986
Title Number: 60986
Land Office Number: 1529513

Land: PLOT NO. 124 BLOCK "B" ILEMELA INDUSTRIAL - ILEMELA MUNICIPALITY

Term: SEVENTY NINE YEARS

Certified true copy of the original
Signature: [Signature] Date: 23/12/2020
JOSEPH SANGANA
Notary Public & Commissioner for Oaths

- (iv) Building plans to be submitted to the **Ilemela Municipal Council** within six months from the commencement of the Right.
- (v) Building construction to begin within six months after approval of the plans.
- (vi) Buildings to be completed within thirty six months from the commencement of the Right.
- (vii) 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;
- (viii) Make and keep all the buildings on the land rat-proof and carry out such measurements as Medical Officer of Health for the Authority may require for this purpose;
- (ix) 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;
- (x) Fence the land with good quality fencing, car-parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided with the boundaries of the land
3. **USER:** The land and the buildings to be erected thereon shall be maintained and the same shall be used for **Fish Processing Factory** purposes only. Use Group 'O' use classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The occupier shall not assign the right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause or in public interest.



SCHEDULE

ALL that Land known as Plot No. 124 Block 'C' situated at **Ilemela Industrial in Ilemela Municipality** containing **Four thousand four hundred and four (4,404 Sqm) Square meters** shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **19244** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and my official seal the day and year first above written.



ASSISTANT COMMISSIONER FOR LANDS

The within named **TANZANIA INVESTMENT CENTRE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
 TANZANIA INVESTMENT CENTRE and Delivered)
 in presence of us this 26th day of AUGUST 2014)

Name..... JULIET KARUWI)
 Signature..... [Signature])
 Postal Address: 987 DSH)
)
 Qualification: EXECUTIVE DIRECTOR)

Name..... ALEXANDER UNYANI)
 Signature..... [Signature])
 Postal Address: 987 DSH)
)
 Qualification: LEADS OFFICER)



ILEMELA MUNICIPALITY.



INSET SHOWING DETAILS OF PLOT

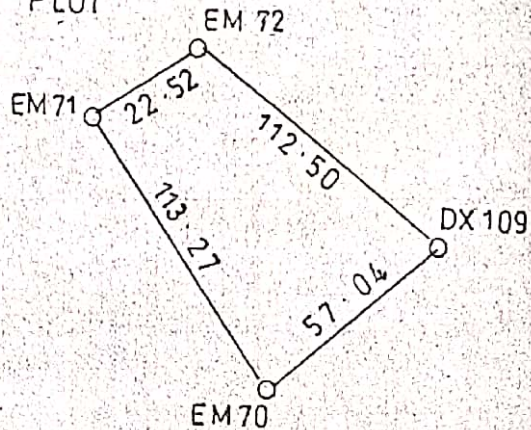
Location Ilemela

Block C

Plot 124

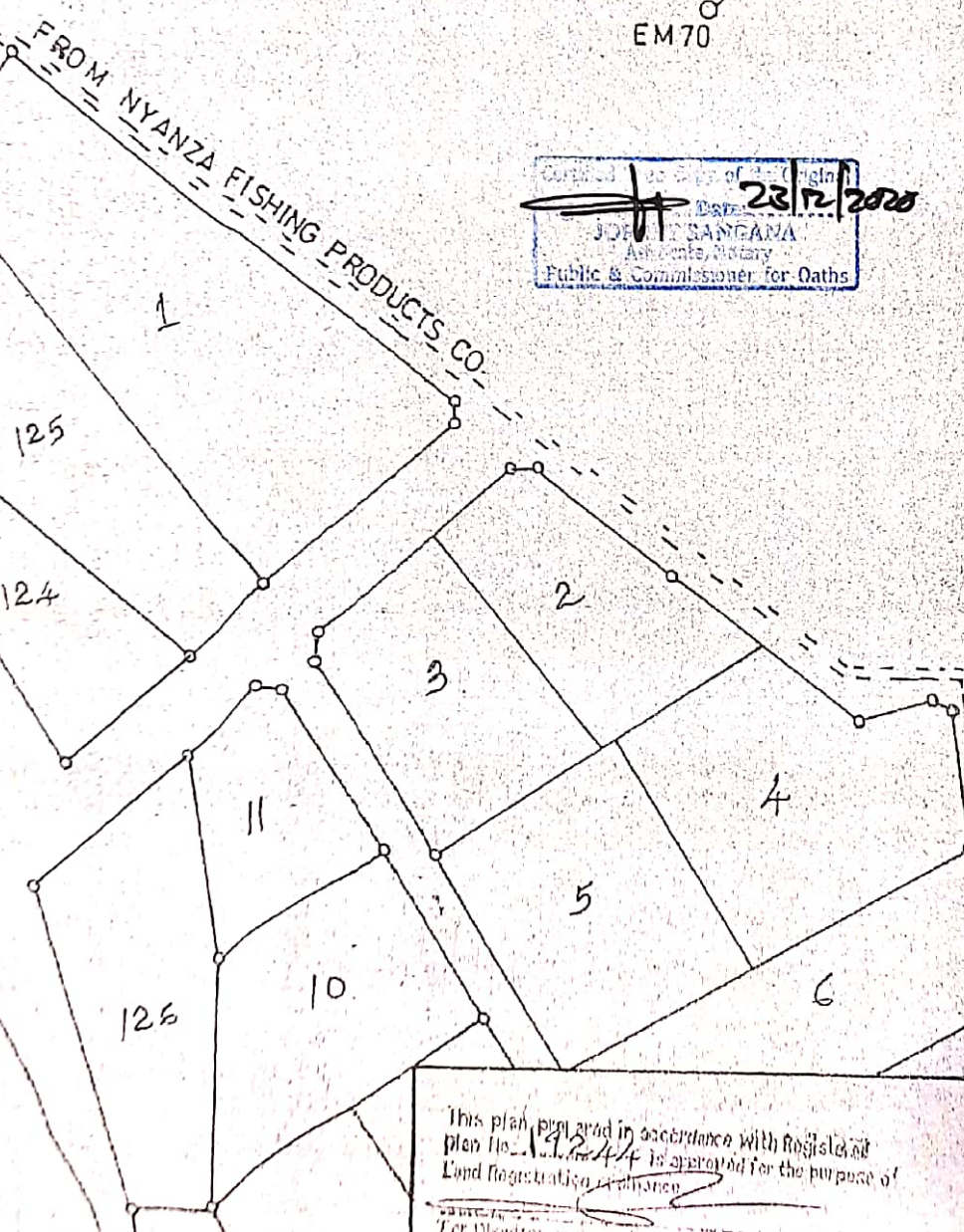
L.o. no 529513

Area = 4404 sqm



Corroborated by Oath of the Originator
Date: 23/12/2020
JOHANN SANGAMA
Assistant Secretary
Public & Commissioner for Oaths

L A K E
V I C T O R I A



This plan prepared in accordance with registered plan No. 19244 is approved for the purpose of Land Registration purposes

For Director of Survey and Mapping
Date: 20/8/2014
Ministry of Lands and Housing Services and Town and Country Planning

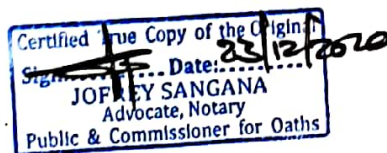
The local authority is hereby notified of the registration of this plan



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)



of Issue:

Office Number:

Description:

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 60989
L.O. No: 529514
LD. LZ/31823

Made and entered into this ^{12th} day of ^{SEPTEMBER} 2014

BETWEEN

TANZANIA INVESTMENT CENTRE

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997, (thereinafter referred to as "the Lessor") on the one part

AND

M/S VICTORIA PERCH LIMITED

of P.O Box 348 MWANZA and having certificate of incentives No. 042551 (hereinafter referred to as "the Lessee") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Mwanza under Title No. 60989 in respect of land within Plot No. 126, Block 'C' measuring six thousand seven hundred and nineteen (6,719) square metres, situated at Ilemela Industrial Area in Ilemela Municipality and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of ninety-eight years commencing on the first day of July, two thousand and fourteen and expiring on the of thirtieth day of June, two thousand one hundred and twelve subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-

The Land shall be used for Industrial Service purposes only; Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

Certified True Copy of the Original
Sign: *[Signature]* Date: 21/2/2014
JOHNEY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

PART B. THE LESSOR SHALL:

1. ENSURE that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. UPON breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

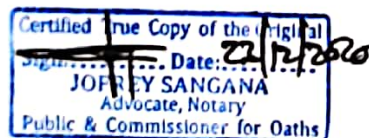
PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named M/S VICTORIA PERCH LIMITED
herby accept the terms and conditions contained in the forgoing Lease agreement.

SCHEDULE

ALL that Land known as Plot No. Plot No. 126, Block 'C' situated at Hemela Industrial Area in Hemela Municipality measuring six thousand seven hundred and nineteen (6,719) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 19244 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.



SEALED with the COMMON SEAL of the said)
M/S VICTORIA PERCH LIMITED and)
DELIVERED in the presence of us this.....11th.....)
.....day of.....September.....2014)

Signature.....*T. Shauridi*.....)
Postal Address.....P.O. Box 348, Mwanza, Tanzania.....)
Qualification.....DIRECTOR.....)

Signature.....*[Signature]*.....)
Postal Address.....P.O. Box 348, Mwanza, Tanzania.....)
Qualification.....DIRECTOR.....)

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE)
and DELIVERED in the presence of us)
this.....12th..... day of.....SEPTEMBER..... 2014)

Signature.....*[Signature]*.....)
Postal Address.....938.....)
.....BAR ES SALAAM.....)
Qualification.....EXECUTIVE DIRECTOR.....)

Signature.....*[Signature]*.....)
Postal Address.....938 DSM.....)
.....)
Qualification.....LEGAL OFFICER.....)



Certified True Copy of the Original
Signature: *[Signature]* Date: 22/12/2014
JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths

FILED DOCUMENT No. 42007
REGISTERED ON
15-9-2014
at 12:30 P
M Maray
Asst. Registrar of Titles



TANGANYIKA
Stamp Duty Shs. 500/= Paid
and Revenue Receipt No. 3162541
of 15-9-2014
M Maray
Stamp Duty Office

TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL Shs. 22172/=
Receipt No. 3162541 of 15-9-2014
M Maray
Asst. Registrar of Titles

Certified True Copy of the Original
Shs. 22172/= Date: 23/12/2020
JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths

INSET SHOWING DETAILS OF PLOT

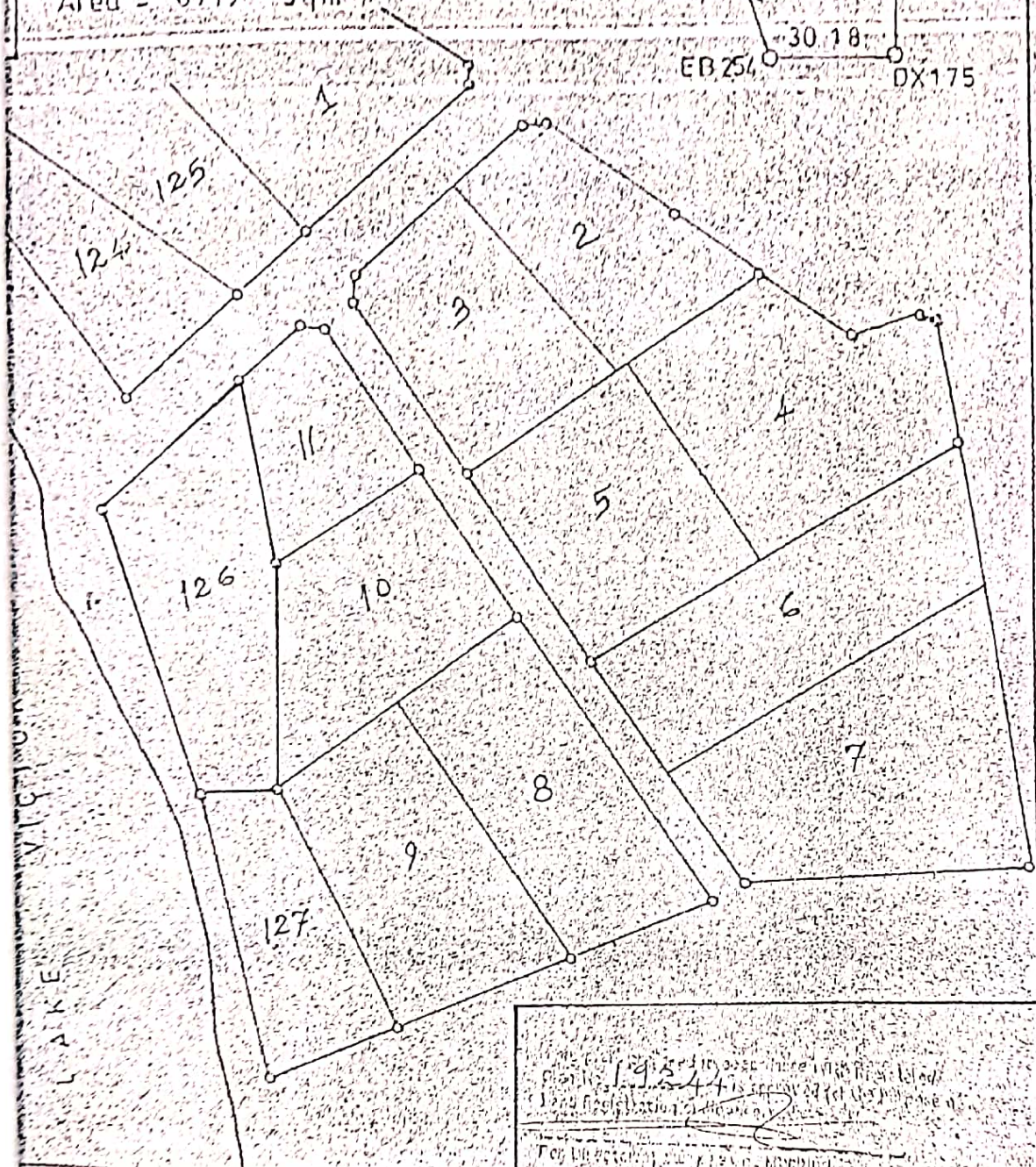
Location: Ilemela

Block: C

Plot no: 126

L.O. no: 529514

Area = 6719 sqm



L A K E

Director of Planning & Construction
Department of Public Works

The plot is shown as a separate plot in the attached plan No. 19544 is approved for the purpose of Land Registration of the above.

For the Director of Planning & Construction
Date: 28/8/2019
Ministry of Lands and Human Settlement Development

Certified True Copy of the Original
Sgd. *[Signature]* Date: 28/8/2019
JOHNNY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue: 01/09/2014

Title Number: 60989 MR Mwanze

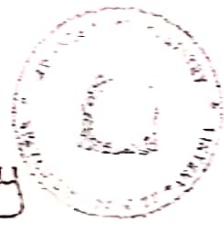
Land Office Number: 52954

Land: PLOT NO. 126 BLOCK "C" TIEMELA INDUSTRIAL - TIEMELA MUNICIPALITY

Term: NINETY NINE YEARS

Issued as Copy of the Certificate
Date: 23/12/2014
JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths

REGISTERED on
01/09/2014
12:45 A.M.
M. Mwanza
Notary Public for Tanzania



Land Form No. 22
Stamp Duty Shs. 500/-
on the Section No. 50624923
of 18/08/2014
M. Mwanza
Notary Public for Tanzania

TANZANIA INVESTMENT CENTRE
Stamp Duty Shs. 20/250/-
on original Receipt No. 50624923
of 18/08/2014
M. Mwanza
Notary Public for Tanzania

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
(Under Section 29)

Identified True Copy of the Original
Signed Date: 23/12/2020
JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths

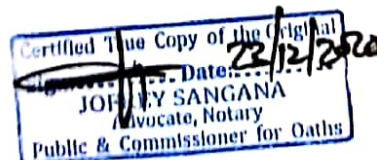
Title No. 60959 LR Mwanza
L.O. No. 529514
LD. No. LZ/31823

The 29th day of August two thousand and Fourteen

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE Established under the Act No. 26 of 1997 of P.O. Box 938, Dar es Salaam. (hereinafter called "the Occupier") are entitled to the 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 July, Two thousand and fourteen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2015, shall hereafter pay rent of shillings Two million fifteen thousand seven hundred (Tshs. 2,015,700/=) a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (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 responsible for Surveys and Mapping.
 - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) 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 Mwanza Municipal Council (hereinafter called "the authority");

- (iv) Building plans to be submitted to the **Ilemela Municipal Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Buildings to be completed within thirty six months from the commencement of the Right.
 - (vii) 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;
 - (viii) Make and keep all the buildings on the land rat-proof and carry out such measurements as Medical Officer of Health for the Authority may require for this purpose;
 - (ix) 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;
 - (x) Fence the land with good quality fencing, car-parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided with the boundaries of the land
3. **USER:** The land and the buildings to be erected thereon shall be maintained and the same shall be used for **Industrial Service** purposes only. Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The occupier shall not assign the right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause or in public interest.



ILEMELA MUNICIPALITY



INSET SHOWING DETAILS OF PLOT .

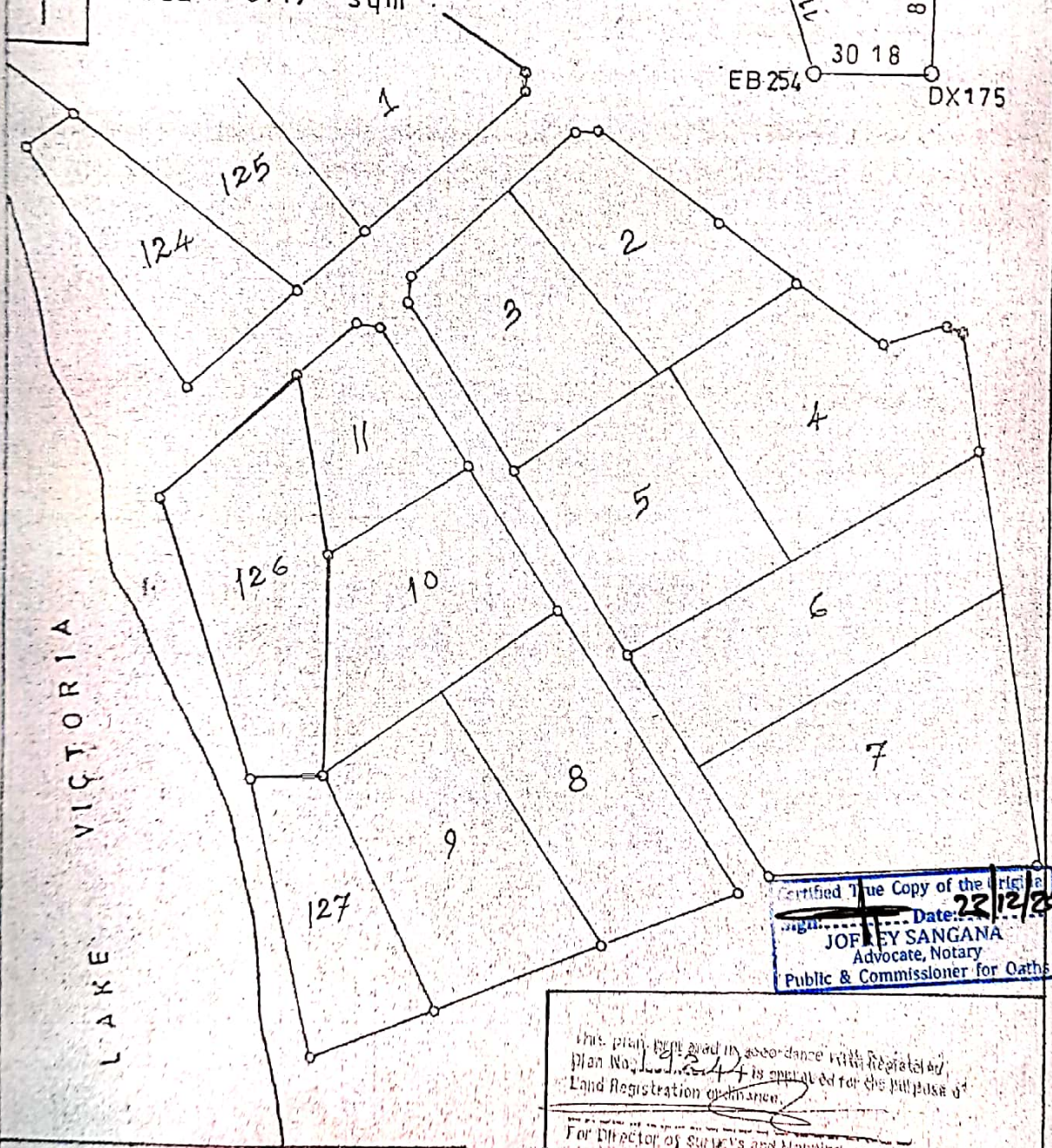
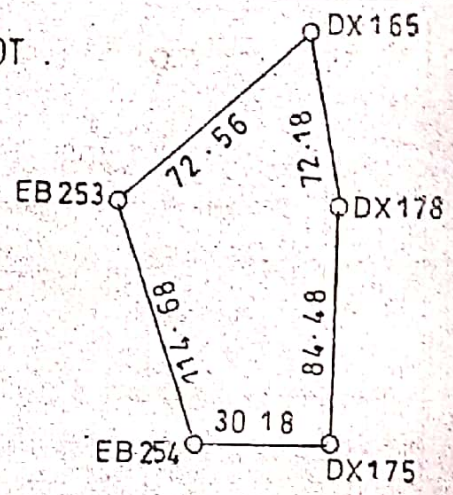
Location Ilemela

Block C

Plot no 126

L.o.no 529514

Area = 6719 sqm



VICTORIA LAKE

Certified True Copy of the Original
 Date: 22/12/2020
JOSEY SANGANA
 Advocate, Notary
 Public & Commissioner for Oaths

This plan, here and in accordance with Regulation
 Plan No. 19244 is approved for the purpose of
 Land Registration Ordinance.
 For Director of Surveys and Mapping,
 Date: 25/8/2014
 Ministry of Lands and Human Settlement Development
 Dr. of Solait.

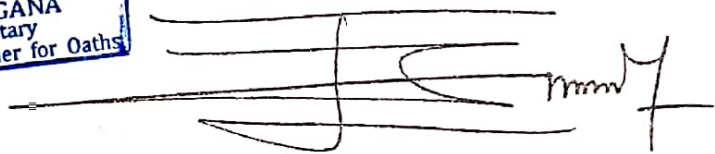
The issue of this plan implies no guarantee
 or admission of title by the government.

SCHEDULE

ALL that Land known as Plot No. 126 Block 'C' situated at **Ilemela Industrial in Ilemela Municipality** containing **Six thousand seven hundred nineteen (6,719 Sqm) Square meters** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **19244** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and my official seal the day and year first above written.

Certified True Copy of the Original
Date: 23/12/2020
Signature: JOSEPH SANGANA
Advocate, Notary
Public & Commissioner for Oaths



ASSISTANT COMMISSIONER FOR LANDS

The within named **TANZANIA INVESTMENT CENTRE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and Delivered)
in presence of us this 23rd day of AUGUST 2014)

Name: JULIET KARUKU)

Signature: [Signature])

Postal Address: 987 DSH)

Qualification: EXECUTIVE DIRECTOR)

Name: ALEXANDER KUNYANI)

Signature: [Signature])

Postal Address: 987 DSH)

Qualification: LEGAL OFFICER)

