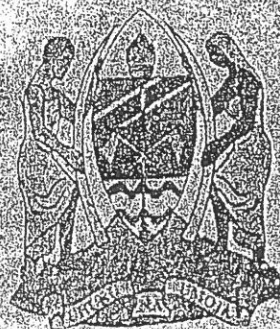


TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



LEASEHOLD LAND
CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

This is to certify that the annexed Certificate of Occupancy dated

the 4th day of FEBRUARY 2016

is registered in the Land Registry under Title No. 145886

Copies of the subsisting entries in the register are within

Dated the

21st day of APRIL 2016

VICTOR ROBERT

SEN. ASST Registrar of Title



Title No. 145886/1 Description of registered land
All that land known as Plot No. 32 Block D situated
Kiseruile in Mkuranga District in Mkuranga City cont
Seventeen Thousand Eight Hundred (17800) square metr
for identification only edged black on the plan atta
the lease agreement registered under the filed docu

No. Registered 18.04.2016 at 10:59am
To JIAHE DEVELOPMENT CO. LIMITED
P.O. BOX 3766
DAR ES SALAAM.

[Signature]
Asst. Registrar of Titles

No. Registered
To

Asst. Registr

No. Registered at m
To

Asst. Registrar of Titles

No. Registered
To

Asst. Registr

No. Registered at m
To



Asst. Registrar of Titles

No. Registered
To

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To

Asst. R

Land Form No. 56

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 145886
L.O. No: 467284
LD No: 332988

made and entered into this 14 day of MARCH 2016

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

is a company established under The Tanzania Investment Act, 1997 (Act No. 26) and its name published in the Official Gazette as Government Notice no. 291 of 1997. It is the owner of the land known as DAR ES SALAAM (hereinafter referred to as the "LESSOR") on the one part

AND

JIAHE DEVELOPMENT CO. LIMITED

is a company established under the Companies Act, 1991 and having certificate of incentives No. 042669 (hereinafter referred to as the "LESSEE") on the other part.

THE PARTIES WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Office at DAR ES SALAAM under Title No. 145886 in respect of land within Plot No. 14 Block 'D' measuring seventeen thousand eight hundred (17800) Square Meters situated at Kileleshwa in Mkuranga District and in the terms thereof is hereby granted leases, the Lessor hereby demises unto the Lessee the land being described in the schedule hereto for a term of ninety-seven years commencing on the first day of January, two thousand and sixteen and expiring on the thirtieth day of September, two thousand one hundred and thirteen subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and to the following conditions:

The land shall be used for Special Industry purposes only; Use Group 'N' use as defined in the Town and Country Planning (Use Classes) Regulations, 1990 as amended in 1993.

ARTICLE 10 THE LESSEE SHALL:

1. PAY in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings 2,162,700.00 plus ten per cent thereto as TIC facilitation fees, making a total of Tanzania Shillings 2,378,970.00 (two million three hundred seventy eight thousand nine hundred 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 Commissioner for Lands.

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 establishing bottled drinking water production 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 Survey 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. SHALL building plans to the Mkuranga District 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. SHALL make any disposition to the leased land without prior consent of the Lessor. In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.

7. SHALL allow the Lessor or any other authorized government officer to get access to the leased land for official duties.

8. SUBJECT to the foregoing conditions, enjoy permanent and exclusive rights to the leased land throughout the term of the Lease.

9. SHALL up the Lessor the Land and improvement in good order and condition at the determination of the Lease by affliction of time or otherwise.

ARTICLE II THE LESSOR SHALL:

1. ~~WARRANT~~ that the Lessee paying rent and other charges hereby reserved in ~~PAID~~ ~~HEREIN~~ (1) hereof and complying with other terms and conditions hereinafter 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. ~~WARRANT~~ 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 (hereupon) the said term shall absolutely determine and whenever
the 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.

ARTICLE III ARBITRATION

1. 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 provisions of Section 23 of the Tanzania Investment Act, 1997 or under the
provisions of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

2. The Lessee named **JIAHE DEVELOPMENT CO. LIMITED**
has accepted the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

Plot No. 32, Block 'D' situated at Kisemvule in Mkuranga
seventeen thousand eight hundred (17800) Square metres,
outlined in red on the plan attached to this Lease Agreement
based on the registered Survey Plan Numbered 82042 deposited at the Office
for Survey and Mapping at Dar es Salaam.

WITNESSED with the COMMON SEAL of the said
DEVELOPMENT CO. LIMITED and
WITNESSED in the presence of us this
14th day of MARCH 2016

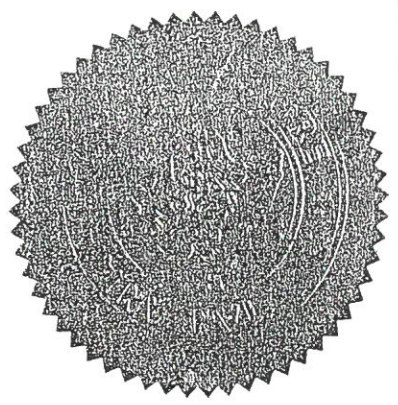
Address: P.O. Box 2154 DAR ES SALAAM
Location: MUKURANGA

Address: P.O. Box 2154 DAR ES SALAAM
Location: MUKURANGA

WITNESSED with the COMMON SEAL of the said
INVESTMENT CENTRE and
WITNESSED in the presence of us this
14th day of MARCH 2016

Address: P.O. Box 158 D. SALAAM
Location: DIRECTOR

Address: P.O. Box 158 D. SALAAM
Location: GENERAL MANAGERS MANAGER



No. 177820
18.4.2016
10:59AM
M. Mshiri
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 500/= Paid
On Original Receipt Shs. 10426109
of 18.4.2016
M. Mshiri
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 500/= Paid
On Original Receipt Shs. 10426109
of 18.4.2016
M. Mshiri
Stamp Duty Officer

LOCATIO
BLOCK:
PLOT No
L.I. No.
AREA

RECEIVED
18.4.2016
M. Mshiri

Stamp Duty Officer

TANZANIA
Stamp Duty Paid 100/-
Receipt No. 8937483
of 04.01.2016
[Signature]

THE UNITED REPUBLIC OF TANZANIA

TANZANIA STAMP DUTY ACT
Stamp Duty Paid 36035/-
Receipt No. 8937483
of 04.01.2016
[Signature]

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 145886
L.O. No. 467284.
L.D. No. 332988.

day of February

Two thousand and Sixteen.

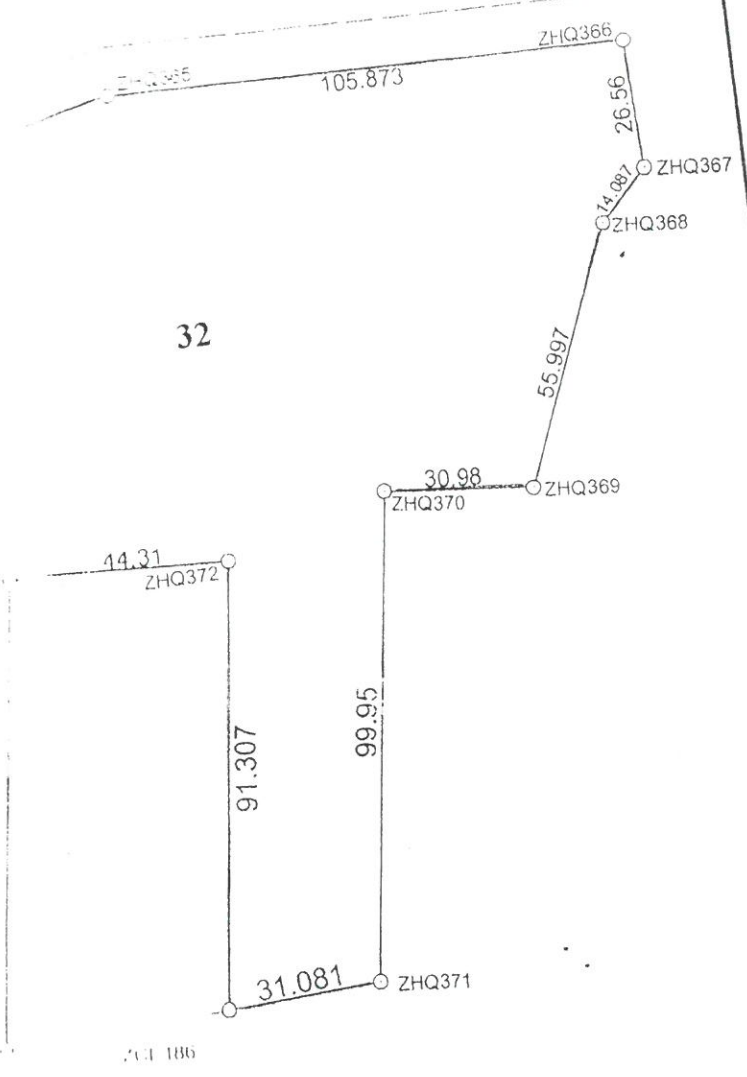
THE TANGANYIKA INVESTMENT CENTRE Established under Act No.26 of 1997
HABIBU SALAM (hereinafter called "the Occupier") is entitled to the Right of
occupancy over the land described in the Schedule hereto
for a term of Ninety nine years from the first day of October, Two
thousand and Sixteen to the intent and meaning of the Land Act and subject to the
regulations made thereunder and to any enactment in substitution therefor
and to the following special conditions:-

1. The Occupier shall, from the thirtieth day of June, 2016, shall thereafter pay rent of
two million one hundred sixty two thousand seven hundred (2,162,700/=) a year in
advance on the first day of July in every year of the term without deduction PROVIDED that the
rent shall be as determined by the Commissioner for Lands.

2. It shall be the duty of the Occupier to maintain all beacons on the land throughout the term of the
occupancy and if any beacons are found to be missing or damaged the Occupier shall be liable to have
them re-established at any time at the Occupier's expense as determined by the Director responsible for Surveys and Mapping

17/100 NQM

32



This plan prepared in accordance with Registered Plan No. 82042
 is approved for purpose of the Land Registration Ordinance.
 For Director of Surveys and Mapping. *[Signature]* Date *21/10/2015*
 Ministry of Lands and Human Settlements Development, Dar es Salaam.

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AGREEMENT:

177820

18.4.2016 10:59A.m

Date: J/AHE DEVELOPMENT CO.
LIMITED of Box 3766 D'SAACAM
For term of 97yrs from 1st January 2016 -
30th Sept 2113. *M. M. M.*
Senior Asst. Registrar of Titles

 **BANK OF AFRICA**
GROUPE BMCE BANK
* 21 APR 2016 *
(NDC BRANCH)
RECEIVED
CUSTOMER SERVICE