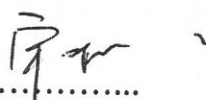


HANDLING OVER NOTE-DISPATCH MEMO

LHT No. 183251/1
Plot No.194 & 196 in
Kibaha Township.

I, **BIN SONG** of P.O. Box 61724 TEL +255 622 036 890 DAR ES
SALAAM being one of the **DIRECTOR** of **KEDS TANZANIA
COMPANY LIMITED** with Driving Licence No.4002121533 do
hereby accept that I have collected Derivative Title No. 183251/1 for the
above mentioned plot on behalf of **KEDS TANZANIA COMPANY
LIMITED** from TANZANIA INVESTMENT CENTRE for the sole
purpose of delivering it to The **Directors** of **KEDS TANZANIA
COMPANY LIMITED** for safe keeping.

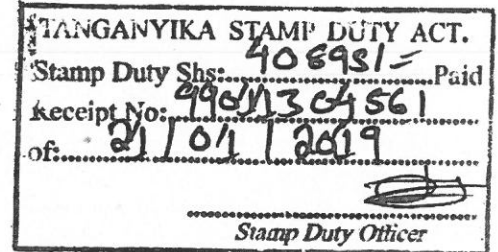
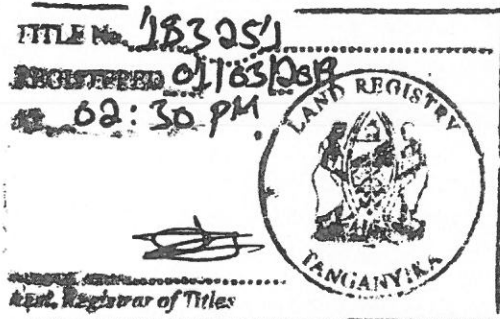
Received by; **BIN SONG**

Signature;.....

Dispatched by; **MICHAEL J.M**

Signature;.....

Date:21/05/2019



THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 183251
L. O. No. 907618.
L. D. No. 370999.

The 06th day of March Two thousand and Nineteen.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE Established under Act No.26 of 1997 of P.O. Box 938, DAR ES SALAAM (hereinafter called "the Occupier") is 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 **January, Two thousand and Nineteen** according to the true intent and meaning of the Land Act 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:-

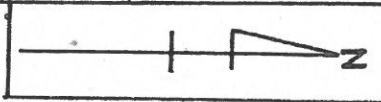
1. The Occupier having paid rent up to the thirtieth day of June, 2019 shall thereafter pay rent of shillings **six hundred thirteen thousand five hundred eighty eight (613,588/=)** a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised 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) Building shall be in permanent materials.
 - (iv) Building plans to be submitted to the **Kibaha District Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building to be completed within thirty six months from the day of commencement of the Right.
3. The Occupier shall further
- (i) Make and maintain of 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.
 - (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.
 - (iv) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.
4. **USER:** The land shall be used **Industrial** purposes only, Use Group '**O**' Uses class (a) as defined in the Urban Planning Act, 2007, Regulations 2018.
5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. 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 all premia, taxes and dues prescribed in connection with the disposition.
7. The President may revoke the right for good cause or in public interest.

12

KIBAHA TOWNSHIP



LOCALITY INDUSTRIAL AREA
 PLOT No. 194 & 196
 LO No. 907618
 AREA 12968 S qm

This plan, prepared in accordance with Registered Plan No. 22396

is approved for purpose of the Land Division ordinance for Director of Surveys and Mapping, Ministry of Lands, Housing and Human Settlements Development Dar-es-Salaam. Date 29/04/2019

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

SCHEDULE

ALL that Land known as Plot No. 194 & 196 situated at Kibaha in Kibaha Township containing twelve thousand nine hundred sixty eight (12968) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 22396 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.

[Signature]
A3 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 the presence of us)
this.....^{14TH} day of FEBRUARY....., 2019.)

Signature.....*[Signature]*.....)

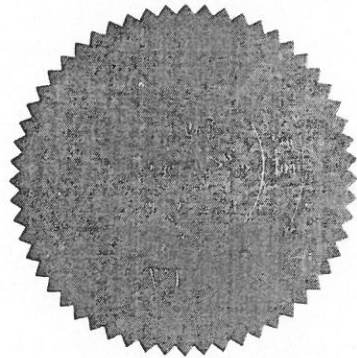
Postal Address: P.O. Box 438)
DAR - ES - SALAAM)

Qualification: EXECUTIVE DIRECTOR)

Signature.....*[Signature]*.....)

Postal Address: P.O. Box 438)
DAR - ES - SALAAM)

Qualification: SENIOR LEGAL OFFICER)



LAND REGISTRY DAR - ES - SALAAM
LEASE 202507
9/5/2019 10:15AM
KEDS TANZANIA COMPANY LIMITED
of P.O BOX 61724, DAR ES SALAAM
FOR A TERMS OF 98YRS FROM 1ST JAN
2016.
OFFICE HOLD
TITLE 182251 Senior Asst. Registrar of Titles



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

HR

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 183251

L.O. No: 907618

LD. No: 370999

Made and entered into this.....day of2019

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

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; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

KEDS TANZANIA COMPANY LIMITED

of P.O Box 61724 DAR ES SALAAM and having certificate of incentives No. 043073 (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 Dar es salaam under Title No. 183251 in respect of land within Plot No. 194 & 196 situated at Kibaha in Kibaha Township, 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 **January, Two Thousand and Nineteen** and expiring on the **Thirtieth** day of **December, Two Thousand One Hundred and Sixteen** subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

JR

The Land shall be used for **Industrial** Purposes only; Use Group 'O' Use Classes (a) as defined in the Town and Country Planning Act, 2007 Regulations, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2019, thereafter continue to pay Tshs 613,588/= (Six Hundred Thirteen Thousand Five Hundred Eighty Eight Only) or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising here from 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 a project for manufacturing *diapers, sanitary pads, washing powder and tissues* **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Submit building plans to the Kibaha Town Council within six months from the commencement of this lease.
 - (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
 - (iii) Complete construction within thirty six months from the day of commencement of this lease.
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.
 - iii. Make and maintain on the land throughout the term adequate arrangements for ware supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
 - iv. Make and keep all the buildings on the land rat-proof and carrying out such measures as the medical officer of health for the Authority may require for this purpose.
 - v. 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 the Health.
 - vi. Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority;
 - vii. Loading and unloading facilities shall be provided within the boundaries of the land.
3. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage 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.
4. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
5. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
6. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

be

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 **KEDS TANZANIA COMPANY LIMITED** hereby accept the terms and conditions contained in the foregoing Lease Agreement.

Handwritten signature

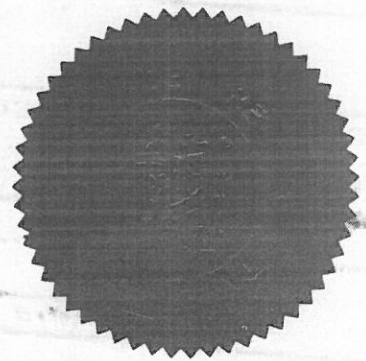
SCHEDULE

ALL that Land known as Plot No. 194 & 196 situated at Kibaha in Kibaha Township measuring Twelve Thousand Nine Hundred Sixty-Eight (12,968) square metres shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 22396 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this 6th)
day of Nov 2019)

Signature..... *[Handwritten Signature]*)
Postal Address..... P.O. Box 938 DSM)
Qualification..... EXECUTIVE DIRECTOR)

Signature..... *[Handwritten Signature]*)
Postal Address..... P.O. Box 938 DSM)
Qualification..... SENIOR LEGAL OFFICER)



SEALED with the COMMON SEAL of the said)
KEDS TANZANIA COMPANY LIMITED)
and DELIVERED in the presence of us this)
.....day of 2019)

Signature..... *[Handwritten Signature]*)
Postal Address..... P.O. Box 6124 DSM)
Qualification..... Director)

Signature..... *[Handwritten Signature]*)
Postal Address.....)
Qualification.....)

FILED NO. 202507
REGISTERED NO. 9/05/2006
NO. 10:LSAA
REGISTRY
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
Receipt No. 99916610030
10/5/2019
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500 = Paid
Receipt No. 99916610030
10/5/2019
Stamp Duty Officer

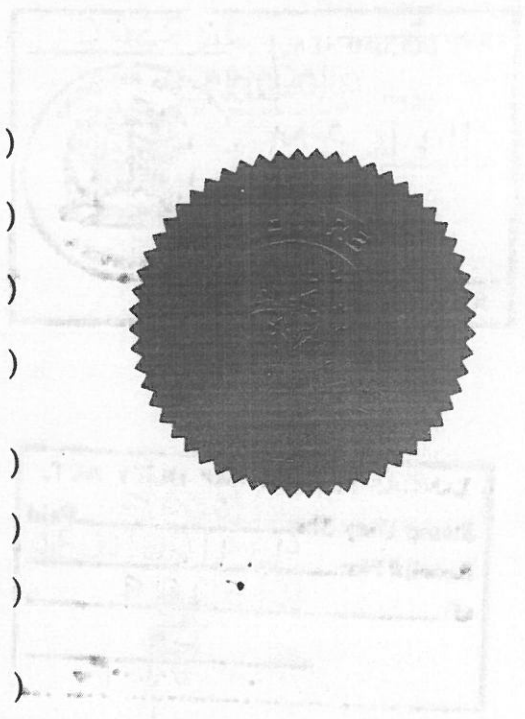
THE UNITED REPUBLIC OF TANZANIA
THE LAND REGISTRATION ACT (CAP 334)
APPLICATION FOR LEASEHOLD TITLE

(Land Registry- Dar Es Salaam)

C.T. No: 183251
L.O. No: 907618
LD No: 370999

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and KEDS TANZANIA COMPANY LIMITED of P.O Box 61724 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 194 & 196 situated at Kibaha in Kibaha Township. Pursuant to that, we hereby SUBMIT the Lease Agreement for registration and APPLY for the issue of a Leasehold Title to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this6TH.....)
day ofMAY.....2019)
Signature.....*[Signature]*)
Postal Address.....P.O-Box 938 DSA)
Qualification.....EXECUTIVE DIRECTOR)
Signature.....*[Signature]*)



Postal Address..... P.O-Box 458 DSM)

Qualification..... SENIOR LEGAL OFFICER)

SEALED with the COMMON SEAL of the said)
KEDS TANZANIA COMPANY LIMITED)
and DELIVERED in the presence of us this)
.....day of2019)

Signature..... [Handwritten Signature])

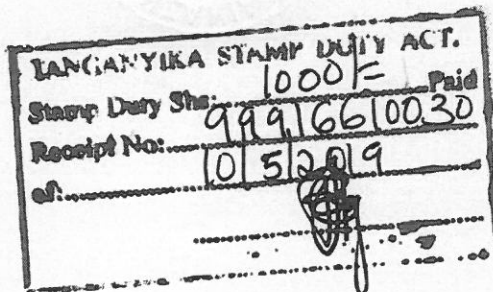
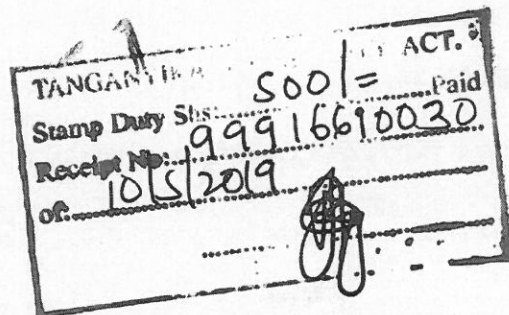
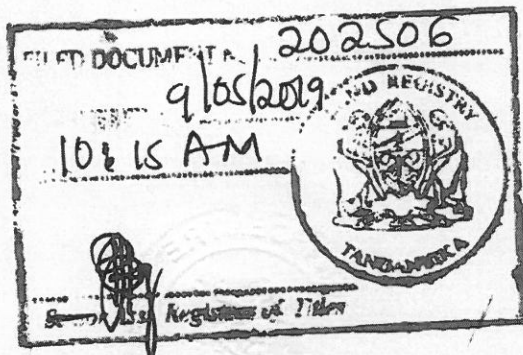
Postal Address..... P.O. Box 61724 DSM)

Qualification..... Director)

Signature..... [Handwritten Signature])

Postal Address.....)

Qualification.....)



JL