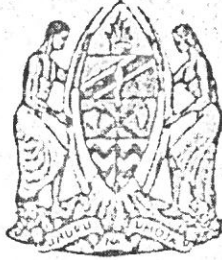


TANGANYIKA

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



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASE HOLD TITLE

/Copy of


This is to certify that the annexed Certificate of Occupancy dated

the 19th day of October, 2020.

is registered in the Land Registry under Title No. 191813.

Copies of the subsisting entries in the register are within

Dated the 05th day of November 2020.


BRENDA KURINGE
ASST: Registrar of Title

Title No. 191813/1

Description of registered land


All that Land known as Plot No. 48/2 Block 'G' situated at MAGOGONI in KIGAMBONI Municipality containing Six Thousand Nine Hundred Thirty six (6936) Square Meters shown for identification only edged black on the Plan attached to this Certificate and Defined on the Registered Survey Plan Numbered 40242 deposited on the Office of the Director for Surveys and Mapping at Dar es Salaam.



ENTRIES IN THE REGISTER

TITLE NO. 191813/1

FD: No. 209910 Registered 19.10.2020 AT: 2:00 PM
To PRANCE INTERNATIONAL TRADE
COMPANY LIMITED.
P.O. BOX 38009
DAR ES SALAAM.


Asst. Registrar of Titles

No. Registered at m
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Asst. Registrar of Titles

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Asst. Registrar of Titles




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

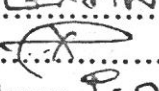
(Land Registry- Dar es Salaam)

C.T. No: 191813
L.O. No: 1071004
L.D. No: 239708

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM(Landlords) on the one part, and PRANCE INTERNATIONAL TRADE COMPANT LIMITED of P.O Box 38009 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 48/2 Block 'G' situated at Magogoni in Kigamboni Municipality 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.

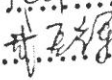
SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this...^{27TH}]
day of^{GOZBER}.....2020]


Name: MADUTHU J. KAZI
Signature: 
Postal Address: P.O. Box 938 DSM
Qualification: EXECUTIVE DIRECTOR

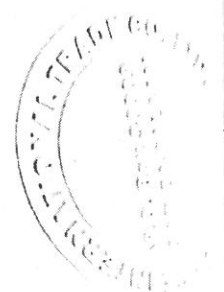
Name: ALEXANDER MNTANI
Signature: 
Postal Address: P.O. Box 938 DSM
Qualification: SENIOR LEGAL OFFICER




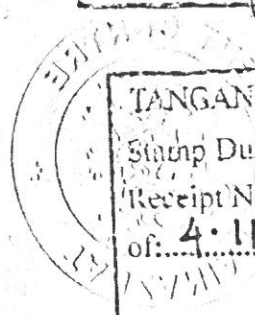
SEALED with the COMMON SEAL of the said]
PRANCE INTERNATIONAL TRADE]
COMPANY LIMITED and]
DELIVERED in the presence of us this 22nd]
day of SEPTEMBER 2020]

Name: ... YAHU WU
Signature: 
Postal Address: 38009 DSM
Qualification: Managing Director

Name: .. YAN ZHAO
Signature: 
Postal Address: 38009 DSM
Qualification: Company Secretary



FILED DOCUMENT No: 209911
REGISTERED ON: 4.11.2020
AT: 11.40 AM

Registrar of Titles



TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
Receipt No: 920308015991463
of: 4.11.2020
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
On Original Receipt Shs: 920308015991463
of: 4.11.2020
Stamp Duty Officer





TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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



TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 191813
L.O. No: 1071004
LD. No: 239708

Made and entered into this.....day of2020

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

PRANCE INTERNATIONAL TRADE COMPANY LIMITED

of P.O Box 38009 DAR ES SALAAM and having certificate of incentives No. 015097 (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. 191813 in respect of land within Plot No. 48/2 Block 'G' situated at Magogoni in Kigamboni 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 October, Two Thousand and Twenty and expiring on the Thirty day of September, Two Thousand One Hundred and Eighteen 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 Residential Buildings (other than dwelling houses) purposes only Use Group B Use Class (b) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2019, thereafter continue to pay Tshs 2,184,840/= (Tanzania Shillings Two Million One Hundred Eighty Four Thousand Eight Hundred Forty) 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 building materials **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 **Kigamboni Municipality** 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. Fence the land with a good quality fencing, car parking spaces shall be provide as required by the Authority. Loading 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.

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.

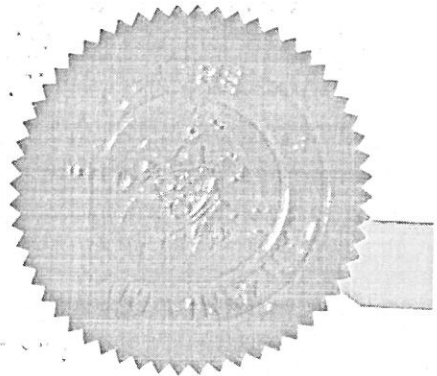
We, the within-named PRANCE INTERNATIONAL TRADE COMPANY LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.



SCHEDULE

ALL that Land known as Plot No. 48/2 Block 'G' situated at Magogoni in Kigamboni Municipality, measuring six thousand nine hundred thirty six (6936) square metres, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 40242 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 29TH]
day of OCTOBER 2020]



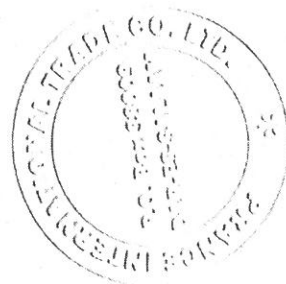
Signature X *[Handwritten Signature]*
Postal Address P.O. Box 938 DSM
Qualification EXECUTIVE DIRECTOR

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

SEALED with the COMMON SEAL of the said]
PRANCE INTERNATIONAL TRADE]
COMPANY LIMITED and]
DELIVERED in the presence of us this 22nd day]
of SEPTEMBER 2020]

Signature *[Handwritten Signature]*
Postal Address 38009 DSM
Qualification Managing Director

Signature *[Handwritten Signature]*
Postal Address 38009 DSM
Qualification Company Secretary



FILED DOCUMENT No. 2077
REGISTERED ON: 4.11.2020
AT: 11.40 AM
TANGANYIKA
Stamp Duty Officer



TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
Receipt No: 920308015991463
of: 4.11.2020
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
On Original Receipt Shs: 920308015991463
of: 4.11.2020
Stamp Duty Officer



Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)


Date of Issue:

Title Number: 191813

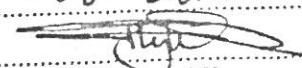
Land Office Number: 1071004

Land: PLOT NO. 48/2 BLOCK 'G' MAGOONI IN KIGAMONI MUNICIPALITY



TITLE No: 191813
 REGISTERED ON: 19.10.2020
 AT: 02:00 P.M.

 Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: 109,582/= Paid
 On Original Receipt Shs: 92024400646068
 of: 31.08.2020

 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 191813
 L. O. No. 1071004.
 L. D. No. 239708.

The 19th day of October Two thousand and Twenty.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTER 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 October, Two thousand and Twenty 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, 2020; shall hereafter pay rent of shillings two million one hundred eighty four thousand eight hundred forty (2,184,840/=) only 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 Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.

