

LEASE AGREEMENT

This agreement is made on 01st November, 2020.

BETWEEN

DOLIN INVESTMENT COMPANY LIMITED, represented by **LIN ZHUHUA**, P.O.Box 160 MKURANGA - PWANI. [*Hereinafter called LANDLORD TIN NO. 127-393-583*].

AND

FUSTAR FRIENDS INVESTMENT COMPANY LIMITED, represented by **YAN YONG**, P.O.Box 161 MKURANGA-PWANI. [*Hereinafter called the TENANT TIN NO. 138-162-583*] of the other part.

WHEREAS

- a) The Landlord is the owner of the godown situated on Plot No. 05 Block "D", MPEKO/MWANAMBAYA, MKURANGA. [*Hereinafter called the PREMISES*].
- b) The Landlord desires to lease out the **ONE (1) GODOWN** of 1980 square meter to the Tenant who desires of renting the premises from the Landlord for the period of **five years**. Whereby one (1) godown per month is one million and five hundred thousand(1,500,000) and per year shall be Tshs. 18,000,000/= (**eighteen million**) only.
- c) The Tenant deals with manufacturing of LED Bulb, Electrical gasket and other allied products.
- d) The Tenant agreed with Landlord on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

- i. The Landlord lease out the said premises to the Tenant for the fixed period of five (5) years commencing from **01st November 2020** to **31th October 2025**, at a monthly rent of **Tshs.18,000,000/= (eighteen million) only** payable annually before the date of the term.
- ii. The Tenant has to pay stamp duty and the Landlord shall pay withholding tax.



THE TENANT CONVENANTS WITH THE LANDLORD as follows:-

- a) To pay for electricity, water and sanitary removal during the period of the tenancy.
- b) To use the said premises for legitimate business purpose as permitted by authority.
- c) Not to assign or part possession of the said premises or any part thereof under any circumstances.
- d) To permit the Landlord and his agent at all reasonable times to enter upon the said premises with prior notice.
- e) To keep the interior of the said premises in good tenantable in a tidy condition at all times.
- f) Not to make any alteration in or addition to the said premises without the consent in writing of the Landlord. The Tenant shall not remove anything, make extension without the written consent of the Landlord. The Tenant shall not remove anything or make extension without the written consent of the Landlord.
- g) The Tenant shall insure the said premises and his own goods during the period of the tenant against all risks.
- h) At the expiry of the tenancy, the Tenant shall hand over vacant possession of the said premises to the Landlord together with all fixtures and fitting therein good condition.
- i) The Landlord has the right to vacate the tenant by notice of 60 days at anytime.
- j) The tenant can vacate the premises only by issuing a ninety (90) days notice to the Landlord-in advance.





THE LANDLORD HEREBY CONVENANTS WITH THE TENANT as follows:-

- a) That the Tenant paying the rent and observing the several covenants on its part and conditions herein before contained shall peacefully hold and enjoy the said premises. During the said term without interruption by the Landlord.

- b) To use the godown for keeping shoes, manufacturing and keeping shoes raw materials.

PROVIDED ALWAYS and declared

1. If any, whenever during the said term the said reserved or any part thereof shall be unpaid for thirty (30) days and whereby a covenant (s) on the Tenant part therein contained shall not be performed or observed then in any of the said cases it shall be lawfully for Landlord after giving notice of one month at any time thereafter to re-enter upon the demised premises and thereafter this Lease Agreement shall absolutely determine but without prejudice to any right or remedies which may have accrued to their part against the other in respect of antecedent breach of any of the covenants herein contained.

2. If there shall be no breach or non-observance of any of the covenants on the part of the Tenant, the Tenant, shall be at liberty to renew the Lease to the Landlord a Ninety (90) days notice of his desire to do so.

3. Any notice under this Lease Agreement shall be in writing and any notice to the Tenant shall be sufficiently served if left addressed to him on the demised premises or sent him by registered post at his/its aforesaid address.

4. In the event the Godown or any part thereof at anytime during the said term is damaged or destroyed by fire or explosion as a result of the Landlord negligence so as to be unfit for occupation and use, the Tenant shall reinstate Godown only so that they shall be as commodious and convenient in all respects as they were before such damage or destruction at his own expenses.

5. This Lease Agreement is made and shall be contained in accordance with the Law of Tanzania.



6. To make sure that completes the construction of stores and the Tenant takes possession of the same on the agreed date.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner hereinafter appearing.

SIGNED at Mkuranga Pwani by the said
DOLIN INVESTMENT COMPANY LIMITED

Who is known to me personally by

LIN ZHUHUA

the latter being known to me personally in my

Presence this 01st November, 2020



Signature :

AMP

Postal Address :

P.O Box 40814 DAR ES SALAAM

Qualification :

ADVOCATE



SIGNED at Mkuranga, Pwani by the said

FUSTAR FRIENDS INVESTMENT COMPANY LIMITED

Who is known to me personally by

YAN YONG

the latter being known to me personally in my

Presence this 01st November, 2020



Signature :

AMP

Postal Address :

P.O Box 40814 DAR ES SALAAM



TANZANIA INVESTMENT CENTRE

THE LAND ACT

(No. 4 of 1999)

DERIVATIVE RIGHT

(Under Section 20)

C.T. No: 179268

L.O. No: 907371

LD No: 358118

Made and entered into this ^{12th} day of NOVEMBER 2018

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

DOLIN INVESTMENT CO LIMITED

of P.O Box 38621 DAR ES SALAAM and having certificate of incentives No. 042895 (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. 179268 in respect of land within Plot No. 5 Block "D" situated at Mwanambaya in **Mkuranga District**, 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 Seventeen** and expiring on the **Thirty First** day of **December**, **Two Thousand One Hundred and Fifteen** 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 **Light Industrial (Plastic Shoes)** purposes only; Use Group 'M' use classes (a), (b) and (c) 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,2018, thereafter continue to pay Tshs 638,978/= (Six Hundred Thirty Eight Thousand Nine Hundred Seventy Eight) 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** and maintain on the land all existing buildings designed in permanent materials and used for Manufacture of Plastic Footwear and Allied Products, as approved by **Mkuranga District Council** (the Authority).
4. **WHERE** necessary and permissible, to erect more building(s) in accordance with building plans and specifications, that shall have been first approved by the Authority.
5. **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. Do everything necessary to preserve the environment and protect soil and prevent soil erosion on the land and all things which may be required by the authorities responsible for environment and to achieve such objective.

6. **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.
7. 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 of the leased land throughout the term of the Lease.
9. **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 **DOLIN INVESTMENT CO LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 5 Block 'D' situated at **MWANAMBAYA** in **MKURANGA DISTRICT**, measuring **Nineteen Thousand Nine Hundred Sixty Eight (19,968) square metres**, shown for identification only edged **Red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **87879** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the **COMMON SEAL** of the said)
DOLIN INVESTMENT CO LIMITED and)
and **DELIVERED** in the presence of us)
this 12th day of NOVEMBER 2018)

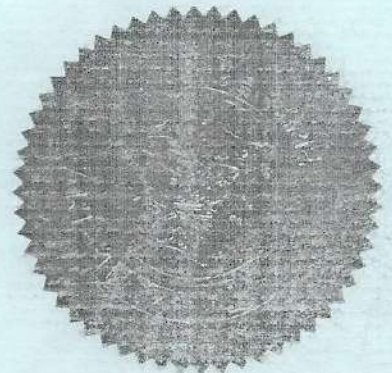
Signature [Signature]
Postal Address 38621, DAR ES SALAAM
Qualification MANAGING DIRECTOR

Signature [Signature]
Postal Address 38621, DAR ES SALAAM
Qualification DIRECTOR


SEALED with the **COMMON SEAL** of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this 27th)
day of NOVEMBER 2018)

Signature [Signature]
Postal Address P.O-Box 938 DSI
Qualification EXECUTIVE DIRECTOR

Signature [Signature]
Postal Address P.O-Box 938 DSI
Qualification SENIOR LEGAL OFFICER




FILED DOCUMENT No. 200986
REGISTERED ON: 29.11.18
AT: 1-48 PM


Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Sps. 500/-
Receipt No. 99009409814
of 29.11.2018

Stamp Duty Officer


TANGANYIKA STAMP DUTY ACT
Stamp Duty Sps. 1500/-
Receipt No. 99009409814
of 29.11.2018

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: 179268
L.O. No: 907371
LD No: 358118

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and DOLIN INVESTMENT CO LIMITED of P.O. Box 38621 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 5, Block 'D' situated Mwanambaya, in Mkuranga District. 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)
DOLIN INVESTMENT CO LIMITED)
and DELIVERED in the presence of us)
this 12th day of NOVEMBER 2018)

Signature.....

Postal Address..... P. O. BOX 38621 DAR ES SALAAM

Qualification..... MANAGING DIRECTOR

Signature.....

Postal Address..... 38621 DAR ES SALAAM

Qualification..... DIRECTOR

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SEALED with the COMMON SEAL of the said TANZANIA]

INVESTMENT CENTRE and DELIVERED in the presence]

of us this... 27th ...day of ... NOVEMBER ...2018]

Signature: [Signature]

Postal Address: P.O. Box 938 DDM

Qualification: EXECUTIVE DIRECTOR



Signature: [Signature]

Postal Address: P.O. Box 938 DDM

Qualification: SENIOR LEGAL OFFICER

FILED DOC. No. 200987
REGISTERED ON 29.11.2018
AT 1.48 PM
[Signature]
Asst. Registrar of Titles

TANZANIA STAMP DUTY
Stamp Duty Shs: 500/=
Receipt No: 99009409814
of 29.11.2018
[Signature]
Stamp Duty Officer

TANZANIA STAMP DUTY ACT
Stamp Duty Shs: 1500/=
Receipt No: 99009409814
of 29.11.2018
[Signature]
Stamp Duty Officer

TITLE No. 179268
REGISTRY A.10.2018
01:30 PM
Kga.
Registrar of Land



TANGANYIKA STAMP DUTY Land Form No. 22
Stamp Duty Shs: 56,899/= Paid
On Original Receipt Shs: 14,438,201
of: 25.10.2017
Kga.
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 179268
L.O. No. 907371.
L.D. No. 358118.

The 11th day of October Two thousand and Eighteen.

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 seventeen** 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, 2017 shall thereafter pay rent of shillings **six hundred thirty eight thousand nine hundred seventy eight (638,978/=)** 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

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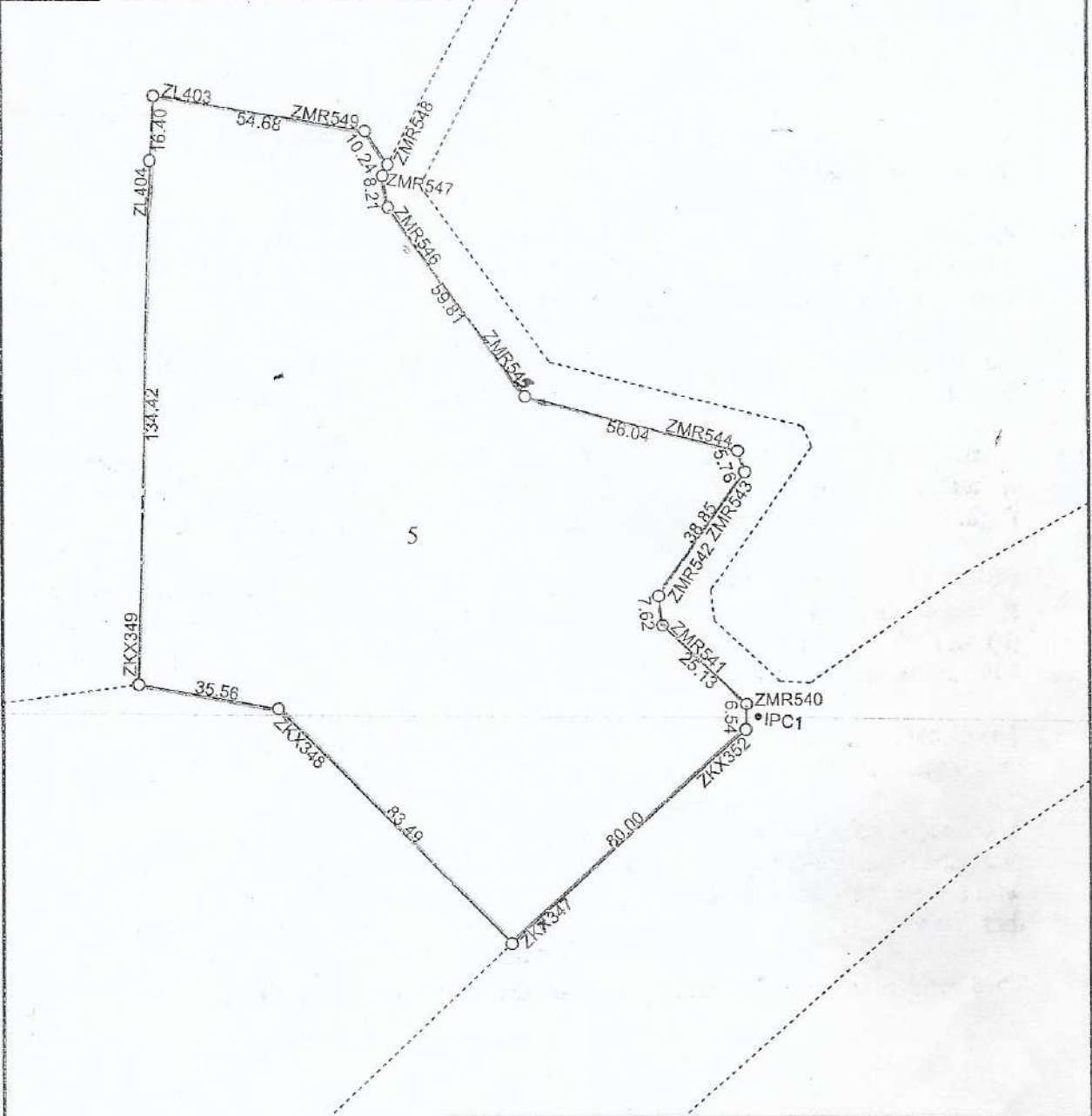
- 8
- (i) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (ii) Maintain on the land buildings (hereinafter called "the 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 **Mkuranga District Council** (hereinafter called "the Authority").
 - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner").
 - (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.
 - (vi) 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. **USER:** The land and the existing buildings erected thereon shall be maintained and the same shall be used for **Light Industry** purposes only. Use Group 'M' use classes (a), (b) 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 and in public interest.

NR

MKURANGA DISTRICT



LOCALITY... MWANAMBAYA...
BLOCK:..... D
PLOT No:..... 5
LO.No:..... 907371
AREA:..... 19,968 SQM



This plan prepared in accordance with Registered Plan No. 87879
is approved for purpose of the Land Registration Ordinance.
For Director of Surveys and Mapping..... Date 15/08/2018
Ministry of Lands and Human Settlements Development - Dar es Salaam.

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

SCHEDULE

ALL that Land known as Plot No. 5 Block 'D' situated at Mwanambaya in Mkuranga District containing nineteen thousand nine hundred sixty eight (19968) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 87879 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]
BY 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... 21... day of August... 2018.)

Signature... *[Signature]*)

Postal Address: 938)

DAR ES SALAAM)

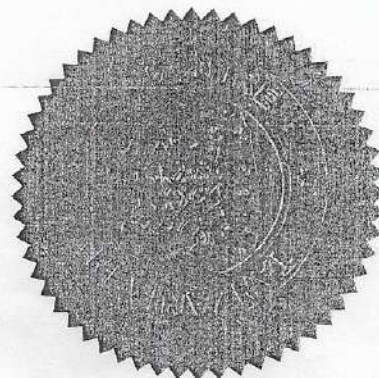
Qualification: EXECUTIVE DIRECTOR)

Signature... *[Signature]*)

Postal Address: P.O. Box 938)

DAR ES SALAAM)

Qualification: SENIOR LEGAL OFFICER)



LAND REGISTRY DAR-ES-SALAAM
LEASE AGREEMENT

Filed Document No. 200486


Date of Registration 29.11.18 to 1.4.19

To DDLN INVESTMENT CO. LIMITED

P.O. Box 38621 DSM. FOR A TERM

OF 98 YRS from 1st JANUARY 2017

LEASEHOLD title no. 179268/1 ISSUED


Secretary of Titles