

**EVIDENCE OF PROJECT  
LOCATION**

Date: 10<sup>th</sup> July, 2021

**LONG TERM LEASE**

This Long Term Lease is made on this *10<sup>th</sup> July, 2021*, between the parties listed below being registered companies in the United Republic of Tanzania as listed below:

NAME	DETAILS
M/s Paradise Holiday Resort Limited	P.O. Box 40121 Dar es Salaam, Tanzania (hereinafter known as "Lessor")

And

NAME	DETAILS
M/s Long Men Ke Zhan Limited	P.O. Box 13989 Dar es Salaam, Tanzania (hereinafter known as "Lessee")

Both Lessor and Lessee shall collectively be known herein as "the Parties".

**BACKGROUND**

WHEREAS, Lessor desires to lease all that piece of land registered under Certificate of Title No. 48057 located at Bagamoyo, Tanzania, copy of Title attached overleaf, known herein as the "Property", under the terms and conditions set forth below;

WHEREAS, Lessee desires to acquire the property offered by Lessor under the terms and conditions set forth below; and, therefore,

**TERMS AND CONDITIONS**

IN CONSIDERATION of the mutual promises exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

**1. Description of Property.**

All that property known as all that piece of land registered under Certificate of Title No. 48057 located at Bagamoyo, Tanzania inclusive of all that is contained therein;

## 2. Representations, Warranties, and Disclosures

### a. Warranties.

The property is transferred "AS IS", and Lessor does not in any way, expressly or impliedly, give any warranties to Lessee. Lessor expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose.

### b. Lessee Representation.

The individual signing this agreement on behalf of Lessee hereby represents to Lessor that he or she has the power and authority to do so on behalf of Lessee.

## 3. Conditions of Lease:

The Lessor agrees to lease to the Lessee said property for a period of seven years accruing from the month of July, 2021 to July 2028.

The Lessor agrees to transfer said property to the Lessee for the sum of **United States Dollar Two Thousand, Five Hundred Only (USD. 2,500)** only every calendar month; for a period of seven years.

The Lessee shall pay rent in arrears for a period of one year from sign of contract exclusive of withholding taxes and any taxes due.

The Lessee shall commit to take care of the property in good condition, with annual inspection of the property to ensure standards are maintained;

The Lessee also has a first right option to purchase the property on expiry of seven year long term lease.

## 4. Continuation of Representations and Warranties.

All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this agreement. It is also hereby agreed that:

- In the event of the Lessor withdrawing from the Lease Agreement; the Lessor shall pay the Lessee Sum Total of United States Dollar Thirty Thousand (USD.30,000) via bank transfer or mode agreeable to the Lessee as inconvenience fee;
- The Lessor also warrants that there are no pending liabilities that shall hinder occupancy of the property by the Lessee;

- Both parties also commit to making all necessary arrangements in good faith that will facilitate smooth process to successful completion;

**5. Indemnification of Attorneys Fees and out-of-pocket costs.**

Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.

**6. Integration.**

This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

**7. Acknowledgements.**

Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

**8. State Law.**

This Agreement shall be interpreted under, and governed by, the laws of the United Republic of Tanzania.

In Witness Whereof and acknowledging acceptance and agreement of the foregoing, Lessor and Lessee affix their signatures and seals hereto.

**LESSOR**

M/s PARADISE HOLIDAY RESORT LIMITED  
P.O. BOX 40121 DAR ES SALAAM,  
TANZANIA

*[Handwritten signature]*

Dated: 12/8/ 2021

**WITNESS**

Armando Swenya

*[Handwritten signature]*

Advocate

Dated: 12/8/ 2021



**LESSEE**

M/s LONG MEN KE ZHAN LIMITED,  
DAR ES SALAAM,  
TANZANIA

*[Handwritten signature]*

Dated: 12/8/ 2021

**WITNESS**

Armando Swenya

*[Handwritten signature]*

Advocate

Dated: 12/8/ 2021



Land Form No. 1  
 REGISTERED 22-9-98  
 AT 11.00 A.M.  
 Registrar of Lands

and Revenue Receipt No. 26-10-98  
 L.O. No. 100/214  
 19/587661  
 06394684  
 No. NE/A.53856  
 Deputy Officer

THE UNITED REPUBLIC OF TANZANIA

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs. 7,490/-  
 Fiscal Receipt No. 19/587661  
 of 26-10-98 / 06394684  
 Deputy Officer

**CERTIFICATE OF OCCUPANCY**

(Section 9 of the Land Ordinance)

The 12<sup>th</sup> day of November  
 size hundred and ninety eight.

Title No. 48057

THIS IS TO CERTIFY that PARADISE HOLIDAY RESORT LIMITED a limited liability company incorporated in Tanzania having its registered office in Dar es Salaam of P. O. BOX 40190 DAR ES SALAAM

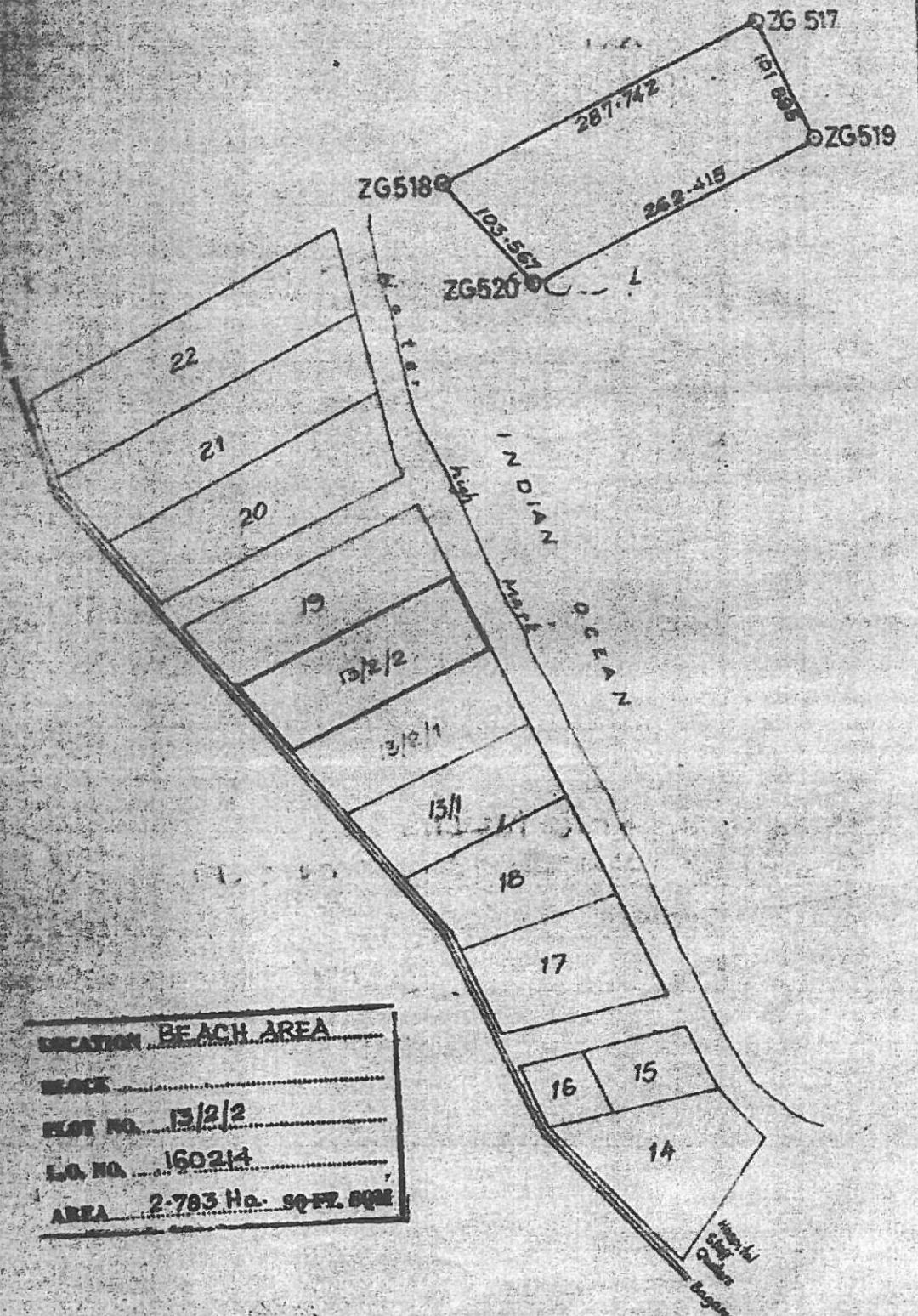
(hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") for a term of ninety nine years from the first day of

July according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 1994, shall thereafter pay rent of shillings one twenty two hundred thousand (shs. 122,000/-) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 2003, 2013, 2023, 2053, 2043, 2053, 2063, 2073 and 2083 or within three years thereafter in each case.

2. The Occupier shall:-
- (i) 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 Baguoyo District Council (hereinafter called "the Authority");
  - (ii) By the thirty first day of December 1993, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
  - (iii) Within six months from the date of notification by the Authority of approval of the plans and specification referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
  - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 2085;
  - (v) At all times during the term after the thirtieth day of June 2085, 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");

# BAGAMOYO URBAN AREA



LOCATION	BEACH AREA
BLOCK	
PLOT NO.	13/2/2
L.O. NO.	160214
AREA	2.783 Ha. sq. FT. 8022

This plan prepared in accordance with Registered plan No. 30193 is approved for purposes of the Land Registration ordinance. Director of Survey.

1208/1978

(vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;

(vii) 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 Commissioner for Surveys and Mapping.

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 of modification of any condition in the Right.

3.—(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:—

to a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;

to a sub-letting of the whole of the land or of the whole or any part of any building on it where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or his employees agents contractors or members of the household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:—

- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

6. The land and building to be erected thereon shall be used for Commercial purpose only, (TOURIST HOTEL), Use Group 'B' use classes (d) and (e) as defined in the Town and Country Planning (use classes) Regulations, 1960.

7. The President may revoke the Right for good cause and in public interest.

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**SCHEDULE**

**ALL** that land known as Plot No. 13/2/2 Beach Bagamoyo Urban Area contain-  
ing two decimal point seven eight three (2.783) Hectres ~~shown~~  
~~shown~~ for identification only edged on the plan attached to this Certificate and defined  
on the registered survey plan numbered 30195 ~~deposited~~ deposited at the Office of the Commissioner  
for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first  
above written.

*Antony*  
COMMISSIONER FOR LANDS

C P Dem

The within named PARADISE HOLIDAY RESORT LIMITED hereby accept the  
terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the )  
said PARADISE HOLIDAY RESORT LIMITED )  
and DELIVERED in the presence of us )  
this 16<sup>th</sup> day of AUGUST 1998.

Signature: *[Signature]*  
Postal Address: *119 Bagamoyo*  
Qualifications: *MANAGING DIRECTOR*

Signature: *MAKROD*  
Postal Address: *119 BAGAMOYO*  
Qualifications: *DIRECTOR*



<p>LAND REGISTRY DAR-ES-SALAAM MORTGAGE</p> <p>Filed Document no 105183 Date of Registration 4.10.2006 time 12.00</p>	<p>LAND REGISTRY DAR-ES-SALAAM MORTGAGE</p> <p>Filed Document no 105799</p>
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