

TANZANIA INVESTMENT CENTRE

THE LAND ACT  
(No. 4 of 1999)

DERIVATIVE RIGHT  
(Under Section 20)

C.T. No: 125664  
L.O. No: 456904  
L.D. 307684

Made and entered into this *6<sup>th</sup>* day of *JANUARY* 20*14*

BETWEEN

TANZANIA INVESTMENT CENTRE

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, (hereinafter referred to as "the Lessor") on the one part

AND

M/S TIAN TANG GROUP TANZANIA LIMITED of P.O BOX 3766 DAR ES SALAAM AND HAVING CERTIFICATE OF INCENTIVES No. 042106

(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. 125664 in respect of land within Plots No. 23 & 25, Block 'D' measuring one decimal point zero seven four (1.074) hectares, situated at Kisemvule 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-seven years commencing on the first day of October, two thousand and thirteen and expiring on the of thirtieth day of June, two thousand one hundred and ten 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 SPECIAL INDUSTRIES purposes only; Use Group 'N' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

...paying rent and other charges hereby reserved.  
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 **TIAN TANG GROUP TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease agreement.

#### SCHEDULE

All that Land known as Plots No. 23 & 25, Block 'D' Kisemvule in Mkuranga district measuring one decimal point zero seven four (1.074) hectares, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 69972 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

THE UNITED REPUBLIC OF TANZANIA  
THE LAND REGISTRATION ACT (CAP 334)  
APPLICATION FOR LEASEHOLD TITLE  
(Land Registry- Dar es Salaam)

C.T. No: 125664

L.O. No: 456904

L.D. 307684

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and M/S TIAN TANG GROUP TANZANIA LIMITED of P.O Box 3766 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plots No. 23 & 25 Block 'D' situated at Kisemvule Area, 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 TANZANIA INVESTMENT CENTRE and }

DELIVERED in the presence of us this..... }

Day of .....2013}

Name: JULIET KATZUNU }

Signature: X. [Signature] }

Postal Address: P.O. Box 938 DSA }

Qualification: EXECUTIVE DIRECTOR }

Name: ALEXANDER NUSANI }

Signature: [Signature] }

Postal Address: P.O. Box 938 DSA }

Qualification: LEGAL OFFICER }

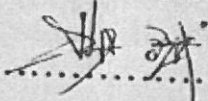


TIAN TANG GROUP TANZANIA LIMITED }  
}

and DELIVERED in the presence of us }  
}

this.....18<sup>th</sup>.....day of DECEMBER.....2013 }

Name: .....LI BIN..... }

Signature: .......... }

Postal Address: .....P.O. BOX 3766 D.S.M..... }

Qualification MANAGING DIRECTOR..... }

Name: .....LIU JIN XIA..... }

Signature: .......... }

Postal Address: .....P.O. BOX 3766 D.S.M..... }

Qualification :.....SECRETARY..... }

SEALED with the COMMON SEAL of the said )  
TIAN TANG GROUP TANZANIA LIMITED )  
and DELIVERED in the presence of us )

this 18<sup>th</sup> day of DECEMBER 2013 )

Signature *[Handwritten Signature]* )

Postal Address P.O. BOX 3766 D.S.M )

Qualification MANAGING DIRECTOR )

Signature *[Handwritten Signature]* )

Postal Address P.O. BOX 3766 D.S.M )

Qualification SECRETARY )

SEALED with the COMMON SEAL of the said )  
TANZANIA INVESTMENT CENTRE )  
and DELIVERED in our presence of us )

this 6<sup>th</sup> day of January 2015 )

Signature *[Handwritten Signature]* )

Postal Address P.O. Box 988 )

D.D. - ES - SALAMU )

Qualification EXECUTIVE DIRECTOR )

Signature *[Handwritten Signature]* )

Postal Address P.O. Box 988 )

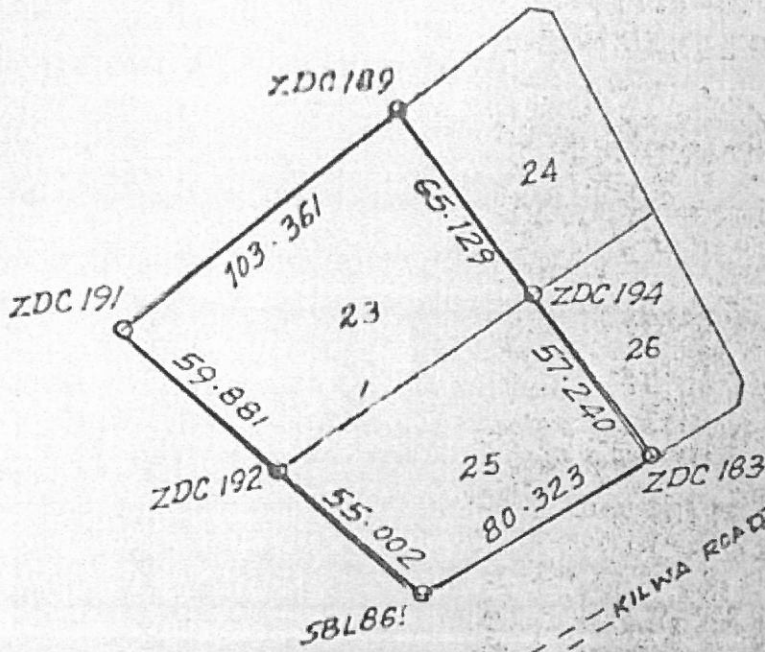
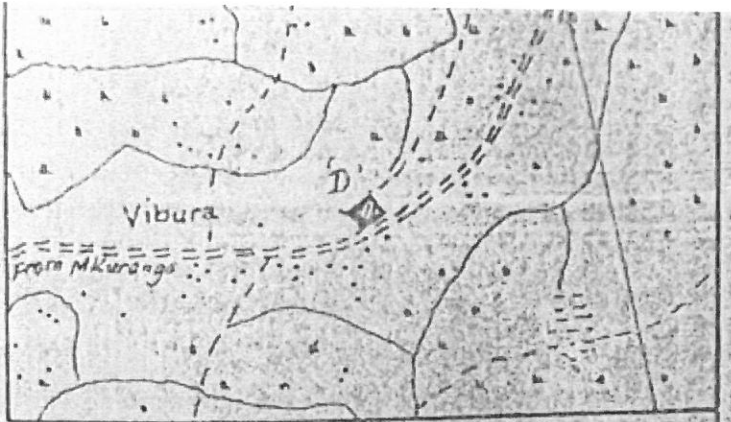
D.D. - ES - SALAMU )

Qualification LEGAL OFFICER )



L.O. No. \_\_\_\_\_

AREA 107112 SQ FT. SQM



From Mkuranga ----- KILWA ROAD ----- To Vihundu / Dar Es Salaam

FARM No 2096

This plan prepared in accordance with Registered plan No. 69972  
 is approved for purposes of the Land Registration Ordinance  
 Director of Survey and Mapping \_\_\_\_\_ Date \_\_\_\_\_  
 Ministry of Lands, Housing and Urban Development, D.C. as follows

The issue of this plan implies no guarantee