

L.O.No.194828.

13296
29-1-2001
1.00 P. m.
[Signature]

BRD/3035
Stamp Duty Shs. 100/-
Revenue Receipt No. 10304048
of 28-3-2000
[Signature]

CERTIFICATE OF OCCUPANCY

The 7th day of December Two thousand.

TITLE NO. 13296

THIS IS TO CERTIFY that **ALLIANCE GINNERY LIMITED** a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212) and having its registered office in Dar es Salaam of P.O.Box 943, **MWANZA** (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 April Two thousand 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 therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2001 shall thereafter pay rent of shillings forty eight thousand (T.shs.48,000/=) 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 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080 and 2090 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 the Bariadi District Council (hereinafter called "the Authority");
- (ii) By the thirtieth day of September, 2000 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:

TANZANIA
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- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in subparagraph (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 thirty first day of March, 2003;
- (v) At all times during the term after the thirty first day of March, 2003, 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");
- (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.

- (ii) Occupation or use of the whole or any part of the land of buildings on it by any person other than the Occupier or its employees agents contractors 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 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. USER: Only one main building together with the usual and necessary out-buildings shall be built on the land and the same shall be used for Transporting Terminal Facilities only; Use Group "P" use class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

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

SPECIAL CONDITIONS:

8. The airstrip and ancillary infrastructure already established by the occupier upon the land constitute all buildings or other improvements required to be erected under the Right.

9. The right is granted to the occupier in connection with the occupier's mining operations as holder of the mining licenses and thus

- (a) the transfer of the Right is prohibited except to the holder of a Mining Licenses;
- (b) in exercise of the powers contained in section 7A (4) (ii) of the Land Ordinance all rights to review the rent payable under the Right are hereby waived for the duration of the Right.

10. In the event that the Right is revoked by the President under Special Condition 7 the Minister shall pay to the occupier full and fair compensation for:-

- (1) The value as at the date of termination of all buildings or other improvements erected upon or made to the land by the occupier and
- (2) the loss of the use of the land for the purposes for which the Right was granted

SCHEDULE

ALL THAT Land known as Plot No 3 Kasoli Bariadi District containing eleven point zero six six (11.066) hectares shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 3292 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam

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

[Signature]
COMMISSIONER FOR LANDS

The within-named ALLIANCE GINNERY LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said
ALLIANCE GINNERY LIMITED and DELIVERED
in the presence of us this 13th day of JANUARY, 2000.

Signature: *[Signature]*

Postal Address: *[Address]*

Qualification: *[Qualification]*

Signature: *[Signature]*

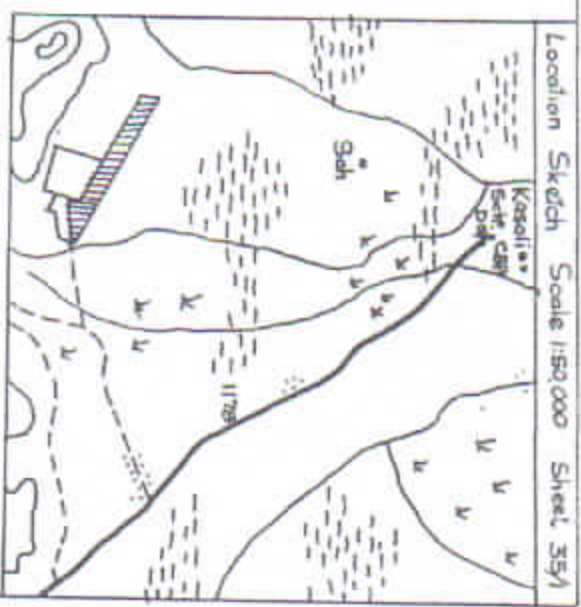
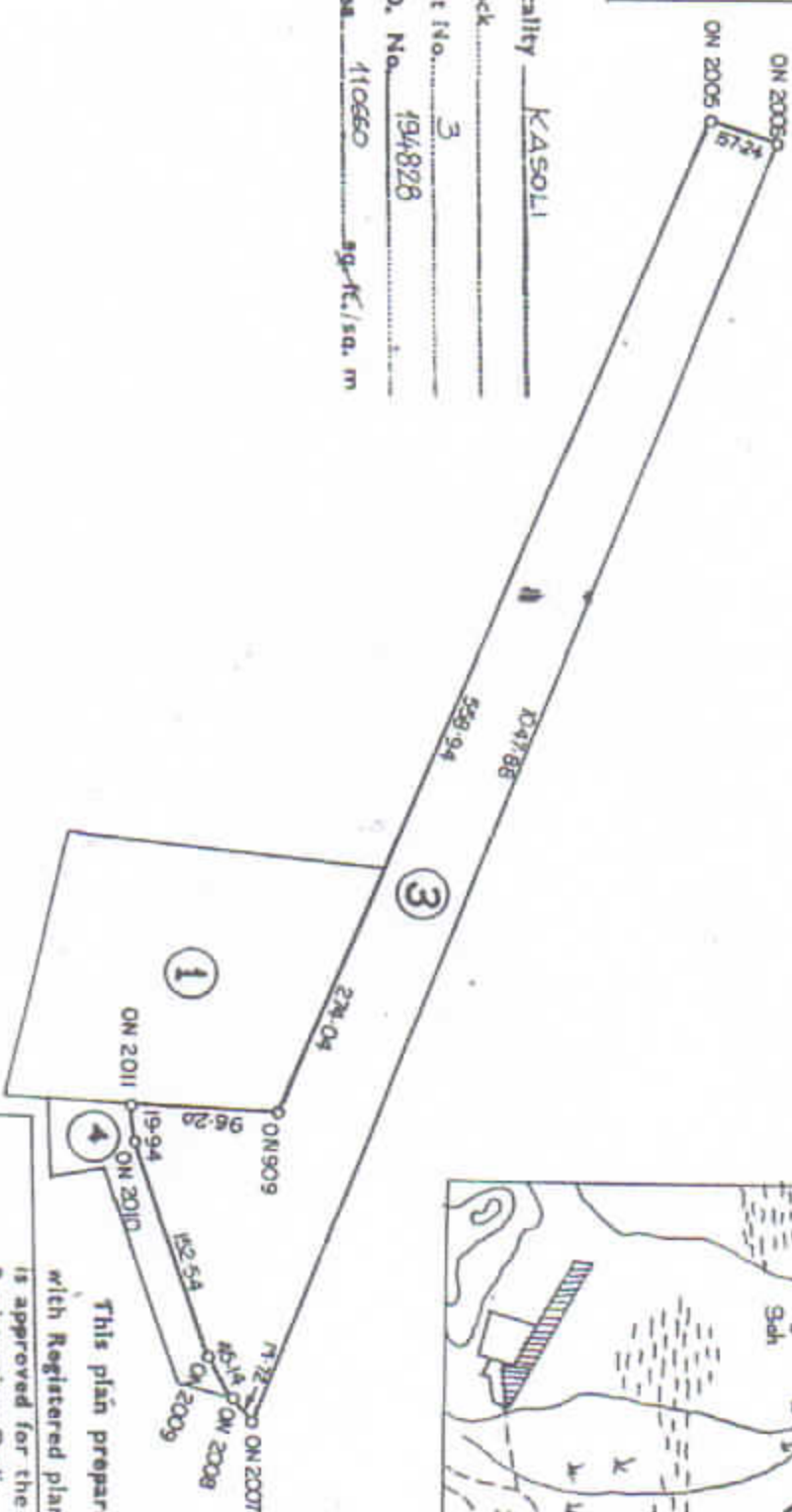
Postal Address: *[Address]*

Qualification: *[Qualification]*

BARIADI DISTRICT



Locality KASOLI
 Block _____
 Plot No. 3
 L.O. No. 194828
 Area 410660 sq.ft./sq. m



Location Sketch Scale 1:50,000 Sheet 35/1

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

This plan prepared in accordance with Registered plan No. 32929 is approved for the purpose of Land Registration Ordinance.
 Director of Surveys and Mapping
 Date 20.11.2010
 Surveys and Mapping Division, Ministry of Lands, Natural Resources and Survey, Dar-es-Salaam