

LEASE

38135

24-05-2013 11:50 AM

M/S JIELONG HOLDINGS (TANZANIA)

LIMITED P.O BOX ZIO SHINYANGA.

TERM 98 YEARS COMMERCING ON 1ST FIRST DAY OF
APRIL TWO THOUSAND AND THIRTEEN AND EXPIRING
ON THE THIRTY FIRST DAY OF DECEMBER TWO THOUSAND
ONE HUNDRED AND ELEVEN. LAND RENT 23,562,000/=
PER ANNUM.

 Signature of the lessor

TITLE 38135
24-05-2013 ON
11:50 AM
Asst. Secy

Stamp 500/-
49345192
24-05-2013.
Asst. Secy

TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL SHS 10,000/-
Receipt No. 49345192 24-05-2013
Asst. Secy of Titles



SEALED with the COMMON SEAL of the Said }
}

JIELONG HOLDINGS (TANZANIA) LIMITED }
}

and DELIVERED in the presence of us }
}

this 6th day of May 2013}

Name: Shawei Qi }

Signature: 邵书伟 }

Postal Address: P.O. BOX 210, SHY }

Qualification: Director }

Name: JIE QI }

Signature: Jie }

Postal Address: P.O. BOX 210, SHY }

Qualification: Director }



TITLE No. **43947**
 REGISTERED ON
19-4-2013
1:00PM



Asst. Registrar of Titles

Stamp Duty Shs. **100 L** Paid
 and Revenue Receipt No. **42548796**
 of **11-2-2013** issued.
 Assistant Registrar of Titles

TANGANYIKA
 STAMP DUTY PAID ON
42548796
 ORIGINAL Shs. **100** of **2013**
 Receipt No. **42548796**
 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 NO.4 OF 1999

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. **43947** CR Mwanza

L. O. No. **423653**.

L.D. No. **SH/26201**.

The **19th** day of **April**, Two thousand and **Thirteen**.

THIS IS TO CERTIFY that **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 **DAR ES SALAAM** (hereinafter called "the Occupiers") **are** entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (herein after called "the Land") for a term of **Ninety nine** years from the **First** day of **January, Two thousand and Thirteen** according to the true intent and meaning of the land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

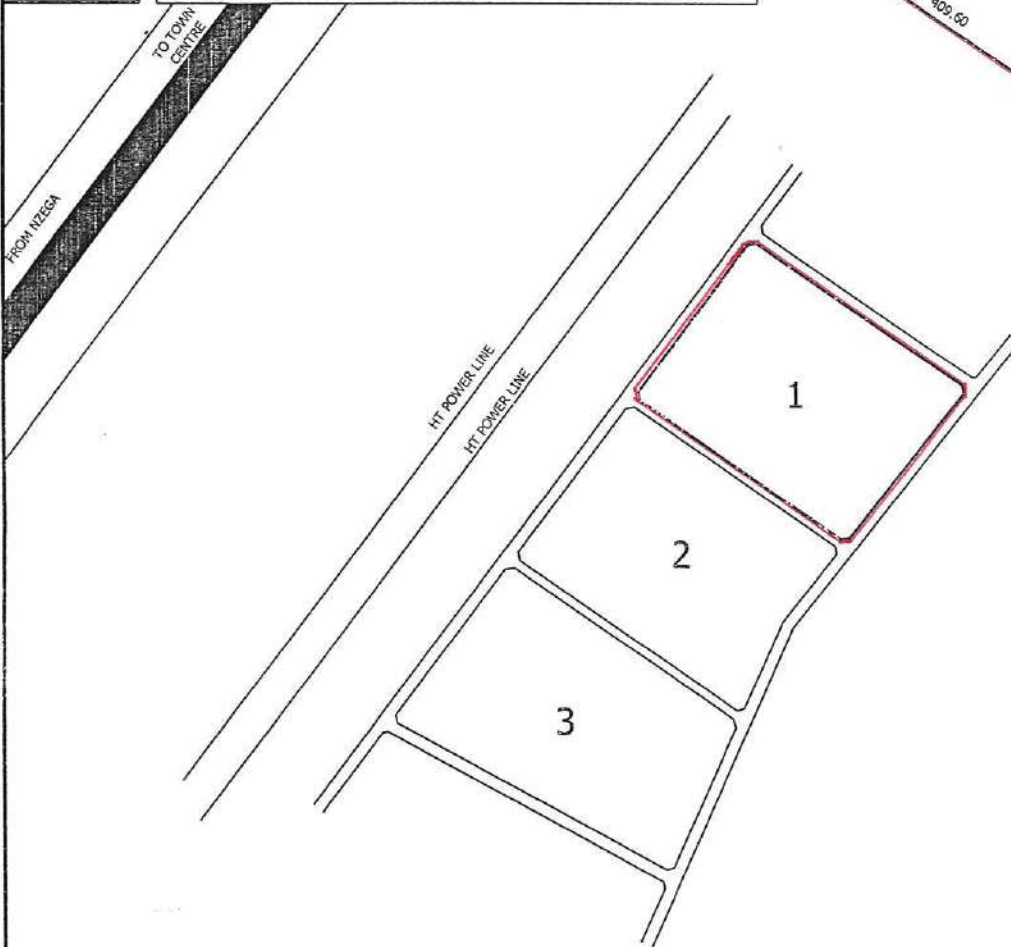
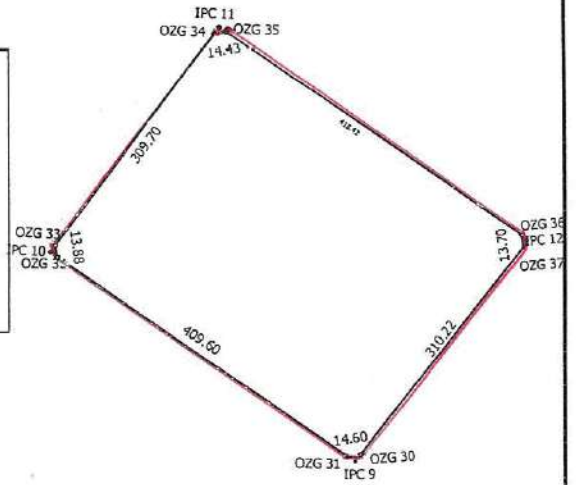
1. The Occupiers having paid rent up to the **thirtieth** day of **June, 2013**, shall thereafter pay rent of shillings **Twenty One Million four hundred and twenty thousand (Tshs.21,420,000/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupiers 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.
 - (ii) 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.

SHINYANGA MUNICIPALITY


N



LOCALITY: NHELEGANI KATI
BLOCK: 'A'
FARM;
PLOT NO: 1
L.O.NO: 423653
AREA: 142800 SQ. M.



This plan prepared in accordance with Registered Plan No. 71597 is approved for the purposes of Land Registration ordinance.

Director of Surveys and Mapping 

Date: 11.03.2013

Ministry of Lands, Housing & Human Settlements Development, Dar es Salaam.

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

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

C.T. No: 43947 LR. MWANZA

L.O. No: 423653

L.D. No: SH/26201

NHELEGANI

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and M/S JIELONG HOLDINGS (TANZANIA) LIMITED of P.O BOX 210 SHINYANGA (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No 1 Block 'A' situated at Nhelegani, Industrial area in Shinyanga 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.....16th.....}

Day ofMay.....2013}

Name: JULIET KAIRUKI.....}

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

Postal Address: 938 DAR-ES-SALAAM.....}

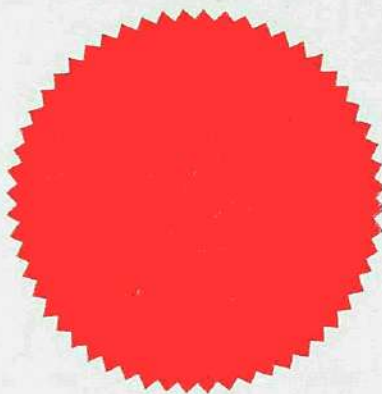
Qualification: EXECUTIVE DIRECTOR.....}

Name: ~~ABDI~~ KAGOMBA.....}

Signature:.....}

Postal Address: 938 DAR-ES-SALAAM.....}

Qualification: DIRECTOR OF CORPORATE AFFAIRS.....}





TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

Date of Issue:

Land Office Number:

Land Description:

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 43947 LR. MWANZA
L.O. No: 423653
L.D. No: SH/26201

Made and entered into this.....^{16th} day of^{May}.....2013

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

AND

M/S JIELONG HOLDINGS (TANZANIA) LIMITED of P.O BOX 210
SHINYANGA AND HAVING CERTIFICATE OF INCENTIVES No. 042359

(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 Mwanza under Title No. **43947 LR. MWANZA** in respect of land within **Plot No. 1, Block 'A' Industrial Area** measuring **one hundred forty two thousand eight hundred (142800) square metres**, situated at **Nhelegani** in **Shinyanga 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 April, two thousand and thirteen** and expiring on the **thirty first day of December, two thousand one hundred and eleven** 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 **Industrial** purposes only; Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Lessor an annual Land Rent including ten per cent as facilitation fees thereto; making a total of Tanzania Shillings **23,562,000/=** (**Twenty three million five hundred and sixty two thousand only**) payable on the first day of July in every year of the term without deduction, **provided** that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom 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 and operating cotton oil mills thereon (hereinafter referred to as "the improvements") according to his Investment and Implementation Plan already submitted to the Lessor and in accordance with specifications as the Lessor may require.
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.
5. **SUBMIT** building plans to the **Shinyanga Municipality** within six months from the commencement of this Lease begin construction of building(s) in permanent materials within six months after the approval of the plans and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land, such as mortgaging, without the consent of the lessor.

7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. **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, Act 15 of the Laws of Tanzania.

We, the within-named **M/S JIELONG HOLDINGS (TANZANIA) LIMITED** hereby accepts the terms and conditions contained in the forgoing Lease agreement.

SCHEDULE

ALL that Land known as Plot 1 Block 'A' measuring **one hundred forty two thousand eight hundred (142800) square metres**, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **71597** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
JIELONG HOLDINGS (TANZANIA) LIMITED)
and DELIVERED in the presence of us)

this 6th day of May 2013)

Signature 邵书伟)

Postal Address P.O. Box 210. SHY)

Qualification Director)

Signature [Signature])

Postal Address P.O. Box 210. SHY)

Qualification Director)



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

this 16th day of May 2013)

Signature [Signature])

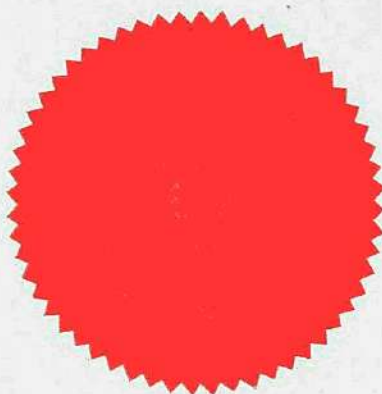
Postal Address 938 DAR-ES-SALAAM)

Qualification EXECUTIVE DIRECTOR)

Signature [Signature])

Postal Address 938 DAR-ES-SALAAM)

Qualification DIRECTOR OF CORPORATE AFFAIRS)

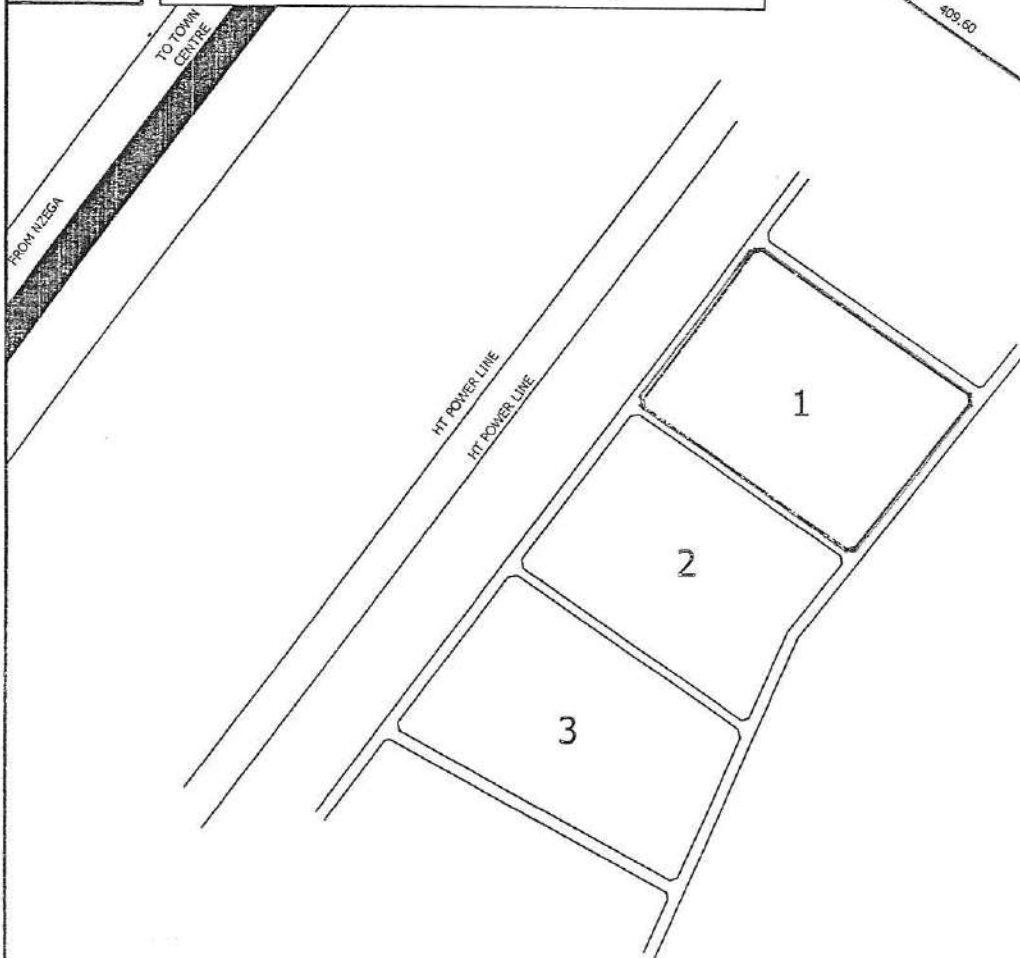
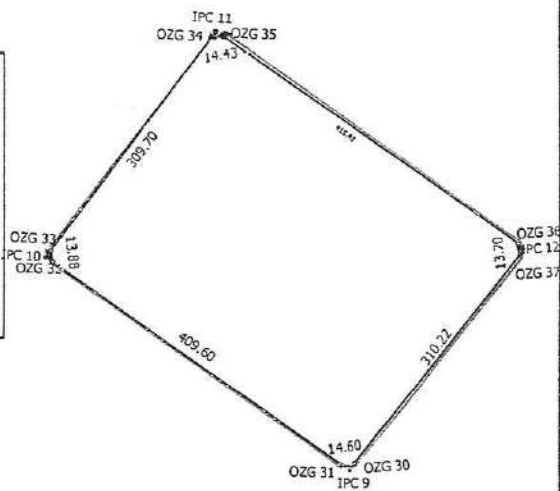


SHINYANGA MUNICIPALITY

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LOCALITY: NHELEGANI KATI
BLOCK: 'A'
FARM;
PLOT NO: 1
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AREA: 142800 SQ. M.



This plan prepared in accordance with Registered Plan No. 71597 is approved for the purposes of Land Registration ordinance.

Director of Surveys and Mapping *[Signature]*
Date. 11.03.2013

Ministry of Lands, Housing & Human Settlements Development, Dar es Salaam.

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

- (iii) Buildings plans to be submitted to the **Shinyanga Municipal Council** within six months from the commencement of the Right.
 - (iv) Building Construction to begin with **six months** after the approval of the plans.
 - (v) Building to be completed with **Thirty-six** months from the commencement of the Right.
 - (vi) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the authority;
 - (vii) Make and keep all the buildings on the land rat-proof and carry out such measurements as Medical Officer of Health for the Authority may require for this purposes;
 - (viii) Provide and maintain on the land such ablution facilities land take and maintain such hygienic measures as may be required by the said Medical Officer of Health:
 - (ix) Fence the land with a good quality fencing, car-parking spaces shall be provided as required by the Authority. Loading land unloading facilities shall be provided with the boundaries of the land;
3. **USER:** The land and the buildings to be erected thereon shall be maintained and the same shall be used for **INDUSTRIAL** purposes only. Use Group '**O**' Use class (**a**) 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 or in public interest.

SCHEDULE

ALL that land known as **Plot No.1, Block 'A' Industrial Area** situated at **Nhelegani** in **Shinyanga Municipality** containing **one hundred forty two thousand eight hundred (142800M²)** square metres shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **71597** 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.

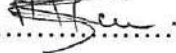


Asst COMMISSIONER FOR LANDS

WE, TANZANIA INVESTMENT CENTRE the within named **HEREBY** accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the **COMMON SEAL** of **TANZANIA INVESTMENT CENTRE** and **DELIVERED** in the presence of us this 24th day of MARCH 2013.

SIGNATURE: X 
NAME: RAYMOND NBILINYI
QUALIFICATION: ACTING EXECUTIVE DIRECTOR

SIGNATURE: 
NAME: ALEXANDER MNYANI
QUALIFICATION: LEGAL OFFICER

