



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. 116358
L.O. No. 333070
L.D. No. 279555

Made and entered into this 29th day of September, 2010

BETWEEN

TANZANIA INVESTMENT CENTRE

A body corporate established under THE 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 QINGDAO INDUSTRIAL INVESTMENTS COMPANY LIMITED of P.O BOX 13478
DAR ES SALAAM**

(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. 116358 in respect of land within Plot No. 2002, Block 2, measuring four thousand four hundred (4,400) square metres, Kurasini Area in the City of Dar es salaam; 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-six** years commencing on the 29th day of **September, Two thousand and ten**, expiring on the 28th day of **September, Two thousand one hundred and six** subject to the provisions of the Land Act Cap.113 (R.E.2002) and regulations made there under and subject to the following conditions:-

The land shall be used for **Industrial purposes** only; Use Group **M** 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 land rent and other charges of shillings one hundred and seventy four thousand, two hundred and forty only (Shs. 174,240/=) a year 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. **DEVELOP** the land by establishing and operating manufacturing facilities for bottling drinking water, including mountain spring water.
3. **MAINTAIN** and protect all beacons on the land throughout the term of the right and be responsible for the cost of replacing any such beacons that may be missing or destroyed.
4. **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;
5. **BE** responsible;
 - i. For protecting and preserving throughout the term of the lease all the existing and future infrastructure facilities on the land and environment amenities (such as trees, flowers, gardens and the like), provided they are within or immediately adjoining the land. Any damage, destruction or loss caused thereto shall be made good at any time at the Lessee's expense;
 - ii. For protecting the soil from erosion and do all things which may be required by the Authorities responsible for environment.
6. **PREPARE** building plans and present them to the Temeke Municipal Council for approval within six months from the commencement of this lease.
7. **CONSTRUCT** buildings in permanent materials within six months after the approval of the building plans.
8. **COMPLETE** buildings construction within thirty six months from the commencement 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 land rent and other charges hereby reserved in **PART A** Clause 1 hereof and complying with other terms and conditions hereinbefore contained, shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of 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 that is Lessor or Lessee hereto in respect thereof, either of the parties to the lease may commence arbitration proceedings in conformity with the provision of section 23 of the Tanzania Investment Act, Cap. 38 (R.E. 2002), or under the provision of the Arbitration Act, Cap. 15 (R.E. 2002).

We, the within-named **M/S QINGDAO INDUSTRIAL INVESTMENTS COMPANY LIMITED of P.O BOX 13478 DAR ES SALAAM** hereby accept the terms and conditions contained in the foregoing lease agreement.

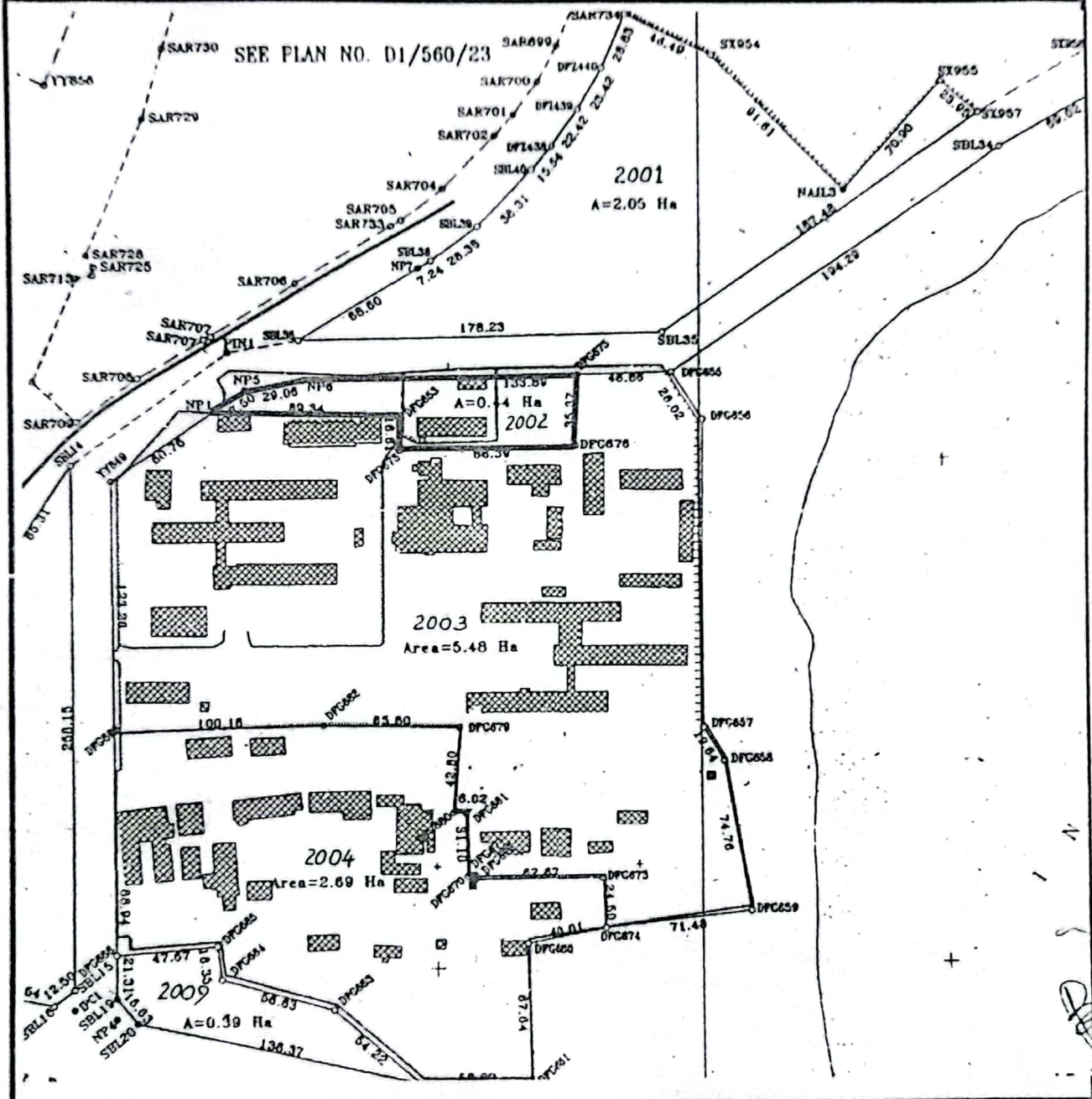
SCHEDULE

ALL that land known as Plot No. 2002, Block 2, measuring four thousand four hundred (4,400) square metres, situated at Kurasini in Temeke Municipality shown for identification only edged red on the plan attached to this Agreement and defined on the registered Survey Plan Numbered **50273** deposited at the Office of the Director for Surveys and Mapping, Dar es salaam.

PLOT No. 2002 BLOCK: 2 KURASINI - TEMEKE MUNICIPALITY

L.O. No. 333070

AREA: 4400 SQM



The plan prepared in accordance with Registered Plan No. 50273 is approved for purpose of the Land Registration Ordinance.

The issue of this plan implies no guarantee or admission of title deed.

Director of Surveys and Mapping *[Signature]* Date 24/9/08
Ministry of Lands and Human Settlements Development. D'Salaam

SEALED with the COMMON SEAL of the said
M/S QINGDAO INDUSTRIAL INVESTMENTS COMPANY LIMITED and delivered

In the presence of us this 29 day of 09 2010)

Signature..... *[Signature]*)

Postal Address..... P.O. BOX 13478, DSM)

Qualification..... MANAGING DIRECTOR)

Signature..... *[Signature]*)

Postal Address..... P.O. Box 13478 DSM)

Qualification..... Sales Manager)

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

this 29TH day of SEPTEMBER 2010)

X Signature..... *[Signature]*)

Postal Address..... 938)

..... DAR ES SALAAM)

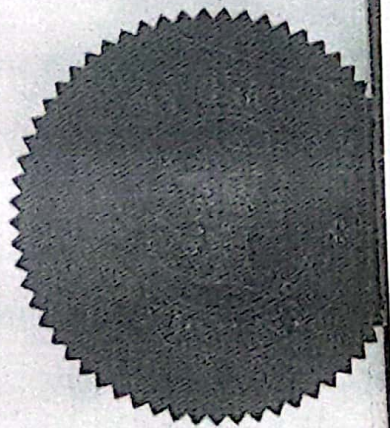
Qualification..... EXECUTIVE DIRECTOR)

Signature..... *[Signature]*)

Postal Address..... 938)

..... DAR ES SALAAM)

Qualification..... LEGAL AFFAIRS MANAGER)



TANGANYIKA STAMP DUTY ACT.
Stamp Duty No. 131414
Stamp Duty Paid 21-10-2010
at 1.00 P.M.
B. Yesu
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty No. 500/- Paid
Receipt No. 42307620
of 25-10-2010
B. Yesu
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty No. 3500/- Paid
on original Receipt No. 42307620
of 25-10-2010
B. Yesu
Stamp Duty Officer