



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: 54447
L.O. No: 541545
LD No: MSG/L/4724

Made and entered into this 12th day of OCTOBER 2015

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

HONGLIN INDUSTRIAL DEVELOPMENT GROUP COMPANY LIMITED

of P.O Box 6222 MWANZA and having certificate of incentives No. 042748 (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. 54447 in respect of land within Plot No. 79, Block 'A' measuring five thousand four hundred and eighteen (5418) square metres, situated at Nyashishi Area (Usagara Trading Centre) in Misungwi 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-eight years commencing on the first day of October, two thousand and fifteen and expiring on the of thirtieth day of June, two thousand one hundred and thirteen 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 amounting to Tanzania Shillings 455,112.00 plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings 500,623.00 (**five hundred thousand six hundred and twenty three 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 Commissioner for Lands.
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 livestock fattening and meat processing facilities.
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 **Misungwi District Council** 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 without prior consent of the lessor. In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor a project evaluation report showing that the level of developed of the land, is at least 60% of the total investment cost.
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, Cap 15 of the Laws of Tanzania.

We, the within-named **HONGLIN INDUSTRIAL DEVELOPMENT GROUP COMPANY LIMITED** hereby accept the terms and conditions contained in the foregoing Lease agreement.

SCHEDULE

ALL that Land known as Plot No. 79, Block 'A' situated at Nyashishi Usagara Trading Centre) in Misungwi District measuring five thousand four hundred and eighteen (5418) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 74887 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
HONGLIN INDUSTRIAL DEVELOPMENT)
GROUP COMPANY LIMITED and DELIVERED in))
the presence of us this 5th day of October 2015)

Signature..... 欧观朝

Postal Address... P.O. BOX 6222 MWANZA

Qualification..... Director

Signature..... 王沛虹

Postal Address... P.O. BOX 6222 MWANZA

Qualification..... Director

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this 12th)
day of OCTOBER 2015)

Signature..... 

Postal Address... P.O. Box 988 DSM

Qualification... EXECUTIVE DIRECTOR

Signature..... 

Postal Address... P.O. Box 988 DSM

Qualification... LEGAL OFFICER





FILED DOCUMENT No. 44623
 REGISTERED ON 21-10-2015
 at 12:39 PM
 M Marray
 Asst. Registrar of Titles



Stamp Duty Shs. 500/- Paid
 and Revenue Receipt No. 7791134
 of 21-10-2015 issued.
 M Marray
 Asst. Registrar of Titles



TANGANYIKA
 STAMP DUTY PAID ON
 ORIGINAL Shs. 1000/-
 Receipt No. 7791134 of 21-10-15
 M Marray
 Asst. Registrar of Titles



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:

A small, handwritten mark or signature, possibly initials, located at the bottom center of the page.

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 54446
L.O. No: 541543
LD No: MSG/L/4785

Made and entered into this... 12th day of OCTOBER.....2015

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

HONGLIN INDUSTRIAL DEVELOPMENT GROUP COMPANY LIMITED

of P.O Box 6222 MWANZA and having certificate of incentives No. 042748 (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. 54447 in respect of land within Plot No. 77, Block 'A' measuring five thousand one hundred and sixty four (5164) square metres, situated at Nyashishi Area (Usagara Trading Centre) in Misungwi 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-eight years commencing on the first day of October, two thousand and fifteen and expiring on the of thirtieth day of June, two thousand one hundred and thirteen 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.

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PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings 433,776.00 plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings 477,153.00 (four hundred seventy seven thousand one hundred and fifty three 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 Commissioner for Lands.
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 livestock fattening and meat processing facilities.
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 Misungwi District Council 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 without prior consent of the lessor. In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor a project evaluation report showing that the level of developed of the land, is at least 60% of the total investment cost.
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, Cap 15 of the Laws of Tanzania.

We, the within-named **HONGLIN INDUSTRIAL DEVELOPMENT GROUP COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease agreement.

SCHEDULE

ALL that Land known as Plot No. 77, Block 'A' situated at Nyashishi Usagara Trading Centre) in Misungwi District measuring five thousand one hundred and sixty four (5164) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 74887 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
HONGLIN INDUSTRIAL DEVELOPMENT)
GROUP COMPANY LIMITED and DELIVERED in))
the presence of us this 5th day of October 2015)

Signature..... 欧观朝

Postal Address..... P.O. BOX 6222 MWANZA

Qualification..... Director

Signature..... 王沛乾

Postal Address..... P.O. BOX 6222 MWANZA

Qualification..... Director

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this 12th)
day of OCTOBER 2015)

Signature..... 

Postal Address..... P.O. Box 938 DSM.

Qualification..... EXECUTIVE DIRECTOR

Signature..... 

Postal Address..... P.O. BOX 938 DSM

Qualification..... LEGAL OFFICER



FILED DOCUMENT No. 44615
REGISTERED ON
21.10.2015
At 19:35 PM



M Mairay
Registrar of Titles

Stamp Duty of Shs. 500/= Paid
and Revenue Receipt No. 7791134
of 21.10.2015 issued.
P. Mairay
Asst. Registrar of Titles

TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL Shs. 1000/=
Receipt No. 7791134 21/10/15
P. Mairay
Asst. Registrar of Titles



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:

— *[Signature]* —

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 54448
L.O. No: 541544
LD No: MSG/L/4786

Made and entered into this... 12th day of OCTOBER 2015

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

HONGLIN INDUSTRIAL DEVELOPMENT GROUP COMPANY LIMITED

of P.O Box 6222 MWANZA and having certificate of incentives No. 042748 (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. 54448 in respect of land within Plot No. 78, Block 'A' measuring four thousand nine hundred and forty one (4941) square metres, situated at Nyashishi Area (Usagara Trading Centre) in Misungwi 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-eight** years commencing on the **first day of October, two thousand and fifteen** and expiring on the of **thirtieth day of June, two thousand one hundred and thirteen** 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 amounting to Tanzania Shillings **415,044.00** plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings **456,548.00 (four hundred fifty six thousand five hundred and forty eight 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 Commissioner for Lands.
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 livestock fattening and meat processing facilities.
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 **Misungwi District Council** 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 without prior consent of the lessor. In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor a project evaluation report showing that the level of developed of the land, is at least 60% of the total investment cost.
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, Cap 15 of the Laws of Tanzania.

We, the within-named **HONGLIN INDUSTRIAL DEVELOPMENT GROUP COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing lease agreement.

SCHEDULE

ALL that Land known as Plot No. 78, Block 'A' situated at Nyashishi Usagara Trading Centre) in Misungwi District measuring **four thousand nine hundred and forty one (4941) square metres**, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 74887 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
HONGLIN INDUSTRIAL DEVELOPMENT)
GROUP COMPANY LIMITED and DELIVERED in)
the presence of us this 29th day of October 2015)

Signature..... 欧观朝

Postal Address..... P.O. BOX 6222 MWANZA

Qualification..... Director

Signature..... 王沈乾

Postal Address..... P.O. BOX 6222 MWANZA

Qualification..... Director

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this 10th)
day of OCTOBER 2015)

Signature..... 

Postal Address..... P.O. BOX 988 DSH

Qualification..... EXECUTIVE DIRECTOR

Signature..... 

Postal Address..... P.O. BOX 988 DSH

Qualification..... LEGAL OFFICER



FILED DOCUMENT No. 44616
CLASSIFIED ON
21-10-2015
at 12:35pm
M. Maway
REGISTRAR OF LANDS



Stamp Duty Shs. 500/= Paid
and Revenue Receipt No. 7791134
of 21-10-2015 issued.
M. Maway
P. M. Maway
Assistant Registrar of Lands

TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL Shs. 1000/=
Receipt No. 34 21-10-15
M. Maway
P. M. Maway
Assistant Registrar of Lands