

1# <H43>

TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASEHOLD TITLE

This is to certify that the annexed Certificate of Occupancy dated

the 19th day of November 20.21

is registered in the Land Registry under Title No. 8815PWN

Copies of the subsisting entries in the register are within

Dated the 15th day of November 20.22


HADIJA MILULU
ASST. Registrar of Title

Title No. 8815/1 PWN

Description of registered land

All that Land known as Plot No. 43 Block H situated at zegereni in Kibaha Township containing Four Thousand Seven Hundred Ninety Eighty (4798) square Meters shown for Identification only edged black on the Plan attached to this Certificate and defined to the Registered survey Plan Numbered 109102 deposited at the office of the Director for surveys and Mapping at Dar Es Salaam.

ENTRIES IN THE REGISTER

TITLE NO. 8815/1 PWN

No. 221790 Registered 09.09.22 at 09:00am
To TAN RAN GREEN ENERGY LIMITED
P.O. BOX 55 PWANI



Asst. Registrar of Titles

No. Registered at m
To.....

Asst. Registrar of Titles

No. Registered at m
To.....

Asst. Registrar of Titles

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To.....

Asst. Registrar of Titles

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

C.T. No: 8815 PWN
L.O. No: 1071423
LD/PW/3699

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and TAN RAN GREEN ENERGY LIMITED of P.O Box 55 PWANI, (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 43 Block 'H' situated at Zegereni in Kibaha Township, 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 25 July2022]

Name: John M. Mhali
Signature: * [Signature]
Postal Address: P. O. Box 938 Dsm
Qualification: Ag Executive Director

Name: ALEXANDER NANTANI
Signature: * [Signature]
Postal Address: P. O. Box 938 Dsm
Qualification: JUNIOR LEASE OFFICER



SEALED with the COMMON SEAL of the said
TAN RAN GREEN ENERGY LIMITED and
DELIVERED in the presence of us this.....
day of2022

]
]
]
]

Name:
Signature:
Postal Address: 55 MLANBIZI
Qualification: DIRECTOR

Name:
Signature:
Postal Address: 55 MLANBIZI
Qualification: DIRECTOR

FILED DOCUMENT No: 221790
REGISTERED ON 09-09-2022
AT 09:00am

Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Size: 1000/- Paid
Original Receipt No: 922244123661629
of: 01-09-2022
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Size: 500/- Paid
Receipt No: 922244123661629
of: 01-09-2022
Stamp Duty Officer



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

TANZANIA INVESTMENT CENTRE

THE LAND ACT

(No. 4 of 1999)

DERIVATIVE RIGHT

(Under Section 20)

C.T. No: 8815 PWN

L.O. No: 1071423

LD/PW/3699

Made and entered into this.....day of2022

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

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; of P.O Box 938 DAR ES SALAAM (hereinafter referred to as the "LESSOR") on the one part

AND

TAN RAN GREEN ENERGY LIMITED

Of P.O Box 55 PWANI and having certificate of incentives No. 025509 (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. 8815 PWN in respect of land within Plot No. 43 Block 'H' situated at Zegereni in Kibaha Township, 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 Twenty One** and expiring on the **Thirty** day of **March Two Thousand One Hundred and Nineteen** 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 **General Industrial** purposes only. Use Group 'O' Uses classes (a) and (b) as defined in the Urban Planning (Use groups and Use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to thirtieth day of June, 2021; shall hereafter continue to pay rent Tshs (186,777/=) only (one hundred eighty six thousand seven hundred seventy seven only) or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.

2. **BE** liable to pay any and all costs arising here from 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 establish and operate a project for recycling waste/ used tyres **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;

(i) Submit building plans to the **Kibaha Town Council** within six months from the commencement of this lease.

(ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.

(iii) Complete construction within thirty six months from the day of commencement of this lease.

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 protect 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.

(iii) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

(iv) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.

(v) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.

(vi) Fence the land with good quality fencing, car parking spaces shall be provide as required by the Authority, Loading unloading facilities shall be provided within the boundaries of the land.

5. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan⁶. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.

6. Allow the lessor or any other authorized government officer to get access to the leased land for official duties

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 TAN RAN GREEN ENERGY LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

All that Land known as Plot No. 43 Block 'H' situated at Zegereni in Kibaha Township, containing four thousand seven hundred ninety eight (4798) square metres shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 109102 deposited at the Office responsible for Surveys and Mapping at Dodoma.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this]
day of 25 July 2022]

Name: John M. Mnali
Signature: * [Signature]
Postal Address: P. O. Box 938 Dodoma
Qualification: Ag. Executive Director

Name: ALEXANDER UNYANI
Signature: * [Signature]
Postal Address: P. O. Box 938 Dodoma
Qualification: SENIOR LEGAL OFFICER

SEALED with the COMMON SEAL of the said]
TAN RAN GREEN ENERGY LIMITED and]
DELIVERED in the presence of us this]
day of 2022]

Name: [Signature]
Signature: * [Signature]
Postal Address: 55 MKLANDIZI
Qualification: DIRECTOR

Name: [Signature]
Signature: * [Signature]
Postal Address: 55 MKLANDIZI
Qualification: DIRECTOR

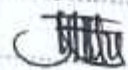


FILED DOCUMENT No: 221791
REGISTERED ON: 09.09.2022
AT: 09:00 am


Senior Ass't Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
On Original Receipt No: 922244123661629
of: 01-09-2022

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
Receipt No: 922244123661629
of: 01-09-2022

Stamp Duty Officer



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF INVESTMENT, INDUSTRY AND TRADE



TANZANIA INVESTMENT CENTRE

LAND DOCUMENTS HANDLING OVER NOTE – DISPATCH MEMO

LHT No: 8815 PWN

Plot No: 43

Block No: 'H'

Location: Zegereni Kibaha Township

I, ZHANG, JIN. P.O Box 55 PWANI

Tel +255. 962 341 518 Introduced by TAN RAN GREEN ENERGY LIMITED to TIC as a Company's Director with a Passport No. EH2432777 do hereby accept that I have collected LEASEHOLDTITLE No. 8815/1 PWN for the above mentioned plots on behalf of TAN RAN GREEN ENERGY LIMITED from TANZANIA INVESTMENT CENTRE for the sole purpose of delivering it to the Director of TAN RAN GREEN ENERGY LIMITED for safekeeping

Received by: ZHANG, JIN.

Signature:

Dispatched by: MWANAMKUU .H. SHOKA

Signature:

Date: 03rd February, 2023

Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 8815 PwN

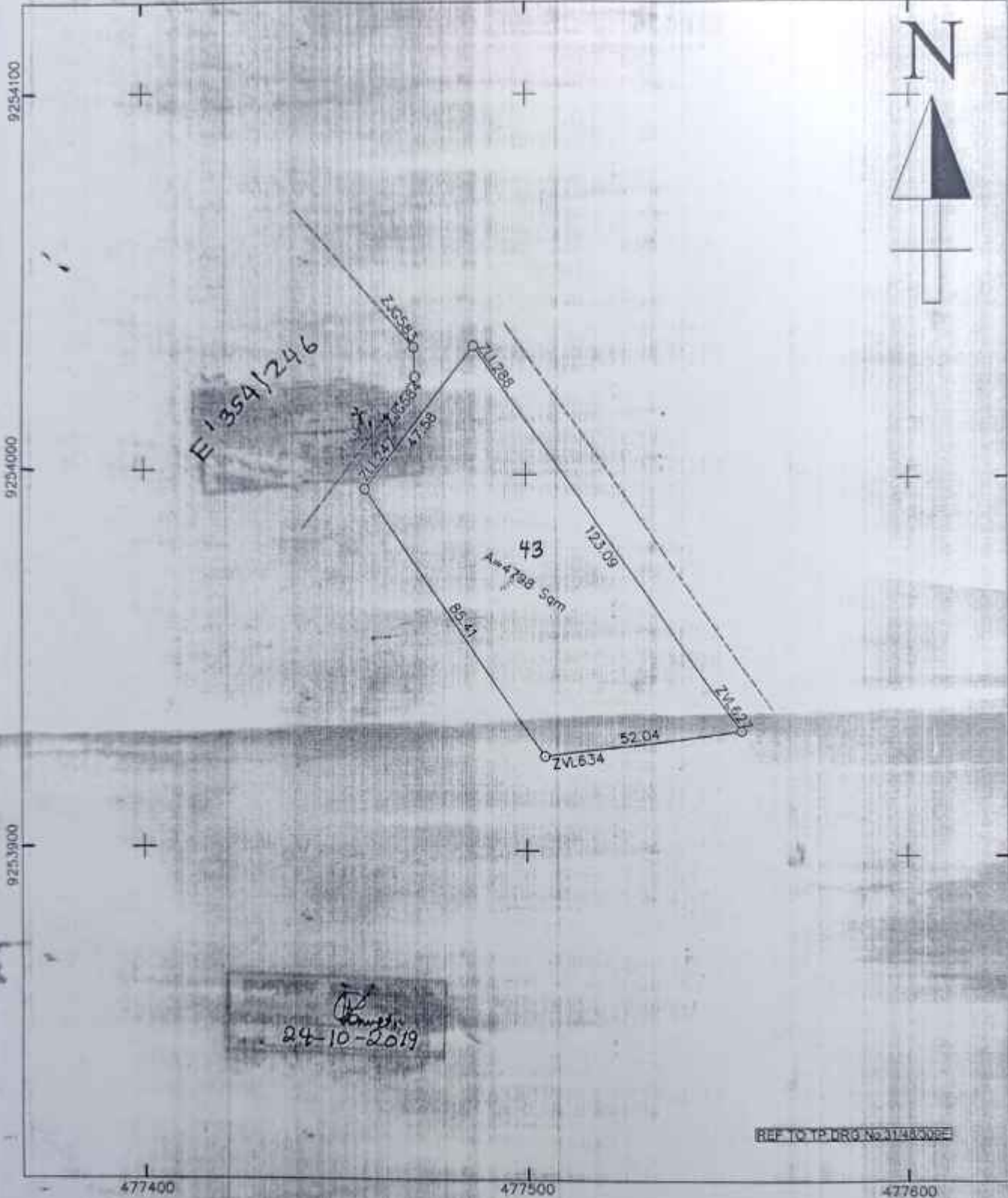
Land Office Number: 1071423

Land: PLOT NO. 43 BLOCK 'H' AT ZEGERENI IN KIBAHA TOWNSHIP.

Term: NINETY NINE YEARS.

- (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.
 - (iii) Building shall be in permanent materials.
 - (iv) Building plans to be submitted to the **Kibaha Town Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building to be completed within thirty six months from the day of commencement of the Right.
3. The Occupier shall further
- (i) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
 - (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
 - (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
 - (iv) Fence the land with a good quality fencing, car parking spaces shall be provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land.
4. **USER:** The land shall be used for **General Industrial** purposes only. Use Group 'O' Use classes (a) **and** (b) as defined in the Urban Planning (Use groups and Use Classes), Regulations 2018.
5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. 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.
7. The President may revoke the right for good cause and or public interest.

**SURVEY OF PLOTS No. 43.....BLOCK H.....AT ZEGERENI
KIBAHA TOWNSHIP-COAST REGION**



COMP'S No. <u>E' 354 R</u>	Measurements made by <u>PELAGOS (Plot no) 15/10/2019</u>	Scale <u>1:1,000</u>	Plan drawn by <u>Athanas Nyala</u>
MP No. <u>185/11/6</u>	(i)		I hereby certify that the survey represented by this plan was carried out in accordance with the survey regulations
STH SHEET No. <u>185/11</u>	(ii)		Date <u>07/10/2019</u>
ACTION CC	(iii)		<u>Abraham</u>
PLAN No. <u>E'354/473</u>	Photostat copies sent to		TOWNS LAND SURVEYOR.
	(iv)		Registered Plan No. <u>109102</u>
	(v)		

5 21 TFN -833



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

TANZANIA INVESTMENT CENTRE

THE LAND ACT

(No. 4 of 1999)

DERIVATIVE RIGHT

(Under Section 20)

C.T. No: 8815 PWN

L.O. No: 1071423

LD/PW/3699

Made and entered into this.....day of2022

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

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; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

TAN RAN GREEN ENERGY LIMITED

Of P.O Box 55 PWANI and having certificate of incentives No. 025509 (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. **8815 PWN** in respect of land within Plot No. **43 Block 'H'** situated at **Zegereni in Kibaha Township**, 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 Twenty One** and expiring on the **Thirty** day of **March Two Thousand One Hundred and Nineteen** 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 **General Industrial** purposes only. Use Group 'O' Uses classes (a) and (b) as defined in the Urban Planning (Use groups and Use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to thirtieth day of June, 2021; shall hereafter continue to pay rent **Tshs (186,777/=) only (one hundred eighty six thousand seven hundred seventy seven only)** or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising here from 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 establish and operate a project for recycling waste/ used tyres **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Submit building plans to the **Kibaha Town Council** within six months from the commencement of this lease.
 - (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
 - (iii) Complete construction within thirty six months from the day of commencement of this lease.
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 protect 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.
 - (iii) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
 - (iv) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.

- (v) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
- (vi) Fence the land with good quality fencing, car parking spaces shall be provide as required by the Authority, Loading unloading facilities shall be provided within the boundaries of the land.

- 5. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan6. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
- 6. Allow the lessor or any other authorized government officer to get access to the leased land for official duties
- 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 TAN RAN GREEN ENERGY LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

All that Land known as Plot No. 43 Block 'H' situated at Zegereni in Kibaha Township, containing four thousand seven hundred ninety eight (4798) square metres shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 109102 deposited at the Office responsible for Surveys and Mapping at Dodoma.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this]
day of 25 July2022]

Name: John M. Mnali
Signature: * [Signature]
Postal Address: P. O. Box 938 DDM
Qualification: Ag. Executive Director

Name: ALEXANDER KUMANI
Signature: * [Signature]
Postal Address: P. O. Box 938 DDM
Qualification: SENIOR LEASE OFFICER

SEALED with the COMMON SEAL of the said]
TAN RAN GREEN ENERGY LIMITED and]
DELIVERED in the presence of us this]
day of2022]

Name: [Signature]
Signature: * [Signature]
Postal Address: 55 MLANDIZI
Qualification: DIRECTOR

Name: [Signature]
Signature: * [Signature]
Postal Address: 55 MLANDIZI
Qualification: DIRECTOR



FILED DOCUMENT No. 221791
REGISTERED ON 09.09.2022
AT 09:00 am

Signature
Stamp Duty Officer of Tax

TANGANYIKA STATE STAMP DUTY ACT
Stamp Duty Paid 1000/-
Receipt No. 922244123661629
of 01-09-2022
Signature
Stamp Duty Officer

TANGANYIKA STATE STAMP DUTY ACT
Stamp Duty Paid 500/-
Receipt No. 922244123661829
of 01-09-2022
Signature
Stamp Duty Officer



ENTRIES IN THE REGISTER

TITLE NO.

No. Registered at m
To

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Asst. Registrar of Titles

No. Registered at
To

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To

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Asst. Registrar of Titles

2# <133>

TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASE HOLD TITLE

/Copy of

This is to certify that the annexed Certificate of Occupancy dated

the **21st** day of **MARCH,** 20**22.**

is registered in the Land Registry under Title No. **PWN 9613**

Copies of the subsisting entries in the register are within

Dated the **08th** day of **MAY,** 20**23.**


HADIJA MILULU
ASST: Registrar of Title

Title No. **PWN 9613/1**

Description of registered land

All that land known as Plot No. 133 Block 'H' situated at Zegereni Area in Kibaha Township containing four thousand one hundred thirty eight (4138) square metres shown for identification only edged black on the plan attached to this Certificate and Defined on the Registered Survey Plan Numbered 133681 deposited on the Office of the Director for Surveys and Mapping at Dar es Salaam.

ENTRIES IN THE REGISTER

TITLE NO. PWN 9613/1

FD No. 224626 Registered 30.12.022 at 10:10PM
To TAN RAN GREEN ENERGY LIMITED,
P.O. BOX 55,
DAR ES SALAAM.

No. Registered at m
To


Asst. Registrar of Titles

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

C.T. No: 9613
L.O. No: 1071533
LD/PW/7003

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and TAN RAN GREEN ENERGY LIMITED of P.O Box 55 PWANI, (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 133 Block 'H' situated at Zegereni in Kibaha Township 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... 7th]
day of ... November2022]

Name: John M. Mrali
Signature: [Signature]
Postal Address: P.O Box 938 Dar
Qualification: Ag Executive Director

Name: ALEXANDER MUMTAZI
Signature: [Signature]
Postal Address: P.O Box 738 DSH
Qualification: SENIOR LEGAL OFFICER



SEALED with the COMMON SEAL of the said]
TAN RAN GREEN ENERGY LIMITED]
and DELIVERED in the presence of us this.....]
day of2022]

Name:
Signature:
Postal Address:
Qualification: ..DIRECTOR.....

Name:
Signature:
Postal Address:
Qualification: ..DIRECTOR.....

SEAL

FILED DOCUMENT No: 224625
REGISTERED ON: 30-12-2022
AT: 10:10 AM

Senior Asst. Registrar of Tit.

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/= Paid
On Original Receipt Shs: 922758148300124.
of: 30-12-2022
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/= Paid
Receipt No: 922758148300124
of: 30-12-2022
Stamp Duty Officer

5 21 TFN -833



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 9613
L.O. No: 1071533
LD/PW/7003

Made and entered into this.....day of2022

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

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; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "**LESSOR**") on the one part

AND

TAN RAN GREEN ENERGY LIMITED

of P.O Box 55 PWANI and having Certificate of incentives No. 025509 (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. **9613** in respect of land within Plot No. **133 Block 'H'** situated at **Zegereni in Kibaha Township**, 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 Twenty One** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Nineteen** 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 General Industrial Purposes only; Use Group 'O' use classes (a) and (b) as defined in the Urban Planning (Use groups and use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to the thirtieth day of June, 2022; shall hereafter continue to pay rent Tshs (161,382/=) **only one hundred sixty one thousand three hundred eighty two only** or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising here from 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 establish and operate a project for recycling **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Submit building plans to the **Kibaha Town Council** within six months from the commencement of this lease.
 - (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
 - (iii) Complete construction within thirty six months from the day of commencement of this lease.
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 protect 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.
 - iii. 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.
 - iv. Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
 - v. Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Healthy.

- vi. Fence the land with good quality fencing, car parking spaces shall be provide as required by the Authority, Loading unloading facilities shall be provided within the boundaries of the land.
5. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.
6. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
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 tithe me 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 **TAN RAN GREEN ENERGY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. Plot No. 133 Block 'H' situated at Zegereni in Kibaha Township, containing four thousand one hundred thirty eighty (4138) square metres shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 133681 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us]
this 7th day of]
November 2022]

Name: John M. Mushi
Signature: *[Handwritten Signature]*
Postal Address: P.O. Box 938 Dar
Qualification: Ag. Executive Director



Name: ALEXANDER MUYANI
Signature: *[Handwritten Signature]*
Postal Address: P.O. Box 938 Dar
Qualification: SENIOR LEGAL OFFICER

SEALED with the COMMON SEAL of the said]
TAN RAN GREEN ENERGY LIMITED]
and DELIVERED in the presence of us this.....]
day of2022]

Name: *[Handwritten Name]*
Signature: *[Handwritten Signature]*
Postal Address:
Qualification: DIRECTOR

Name: *[Handwritten Name]*
Signature: *[Handwritten Signature]*
Postal Address:
Qualification: DIRECTOR



FILED DOCUMENT No: 224626.

REGISTERED ON: 30-12-2022

AT: 10:10 AM



[Handwritten Signature]

Senior Asst. Registrar of Tit.

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 1000/- Paid

On Original Receipt Shs: 922358148300124

of: 30-12-2022.

[Handwritten Signature]

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 500/- Paid

Receipt No: 922358148300124.

of: 30-12-2022.

[Handwritten Signature]


Stamp Duty Officer



TITLE No. **9613**
 REGISTERED ON: **29-3-2022**
02:00 P M

 State Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. **75091=** Paid
921341082840812
 On Original Receipt Shs.
 of: **07-12-2021**

 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. **9613**
 L. O. No. 1071533.
 LD/P/W/7003

The **21st** day of **March** Two thousand and Twenty **Two** # .

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTER established under Act No. 26 of 1997 of P.O. Box 938, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the 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 **October, Two thousand and Twenty One** according to the true intent and meaning of the Land Act 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, 2022; shall hereafter pay rent of shillings **one hundred sixty one thousand three hundred eighty two (Tshs. 161,382/-)** 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 Occupier 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 Occupiers' 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.
- (iii) Building shall be in permanent materials.
- (iv) Building plans to be submitted to the **Kibaha Town Council** within six months from the commencement of the Right.
- (v) Building construction to begin within six months after approval of the plans.
- (vi) Building to be completed within thirty six months from the day of commencement of the Right.

3. The Occupier shall further

- (i) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
- (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
- (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
- (iv) Fence the land with good quality fencing, car parking spaces shall be provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land.

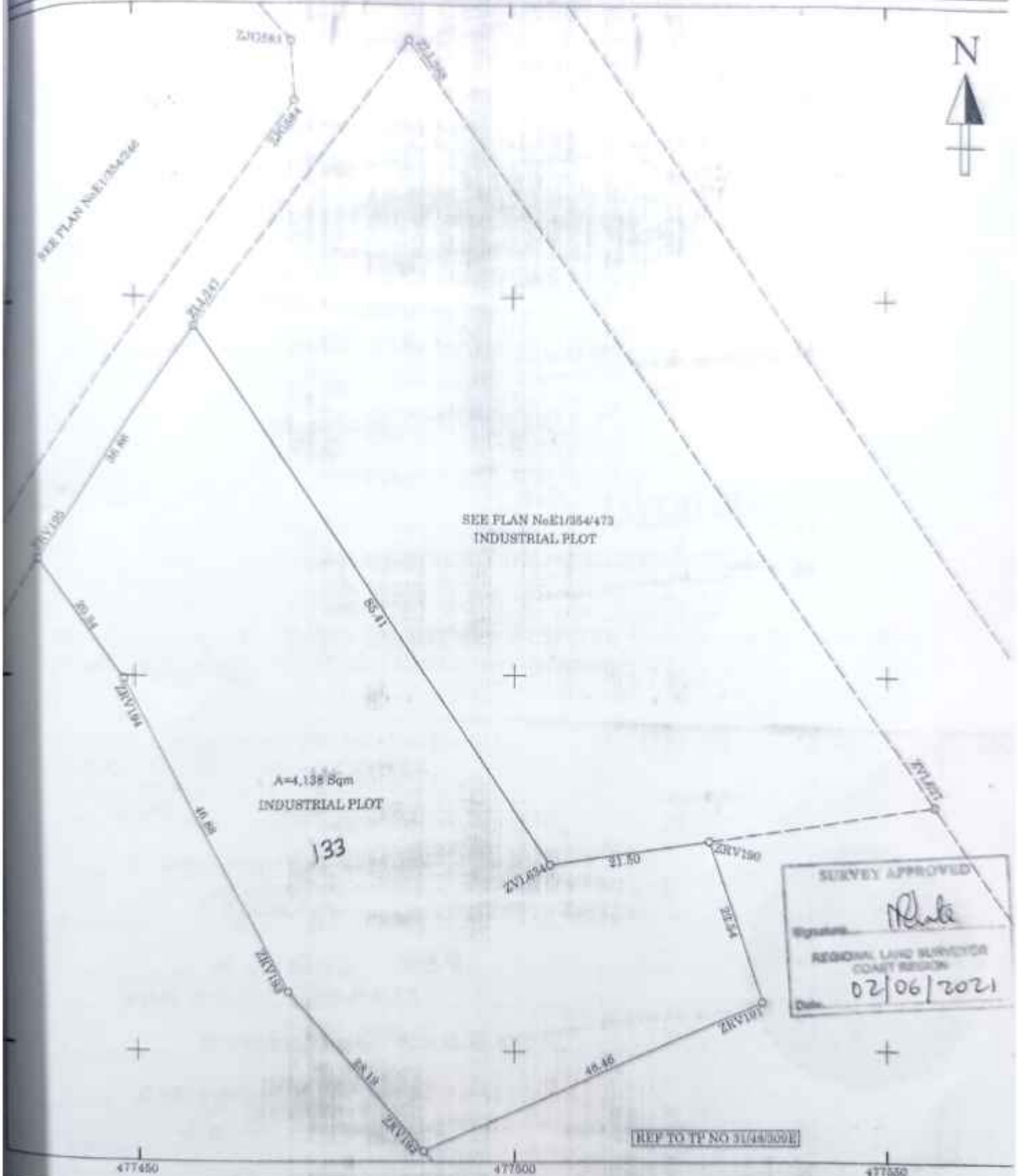
4. **USER:** The land shall be used for **General Industrial** purposes only. Use Group '**O**' Use classes (a) and (b) as defined in the Urban Planning (Use groups and Use Classes), Regulations 2018.

5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6. 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.

7. The President may revoke the right for good cause and or public interest.

**SURVEY OF PLOTS No.....133.....BLOCK.....H.....AT ZEGERENI
KIBAHA TOWNSHIP-COAST REGION**



SURVEY APPROVED
 Signature: *[Signature]*
 REGIONAL LAND SURVEYOR
 COAST REGION
 Date: 02/06/2021

COMPS No E' 354/2
 MP No. 185/11/6
 STD SHEET No 185/11
 ACTION CC _____
 PLAN No E' 354/546

Scale 1:500
 Amendments made by Mwamusa (plots no) 1-6.2021
 (i) _____
 (ii) _____
 Photostat copies sent to
 (i) _____
 (ii) _____
 (iii) _____

Plan drawn by Frank L. Mugo
 I hereby certify that the survey represented by this plan was carried out in accordance with the survey regulations
 Signature: *[Signature]* Date: 27/05/2021
 DENIS PESTO KAHAMBA
 TOWN LAND SURVEYOR
 KIBAHA TOWNSHIP

SCHEDULE

ALL that Land known as Plot No. 133 Block 'H' situated at Zegereni in Kibaha Township containing four thousand one hundred thirty eighty (4138) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 133681 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

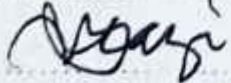
Given under my hand and my official seal the day and year first above written.


Ag. ASSISTANT COMMISSIONER FOR LANDS

The within named TANZANIA INVESTMENT CENTER hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said
TANZANIA INVESTMENT CENTER
and DELIVERED in the presence of us
this 2ND day of FEBRUARY 2021.

Name HADWHA - I. KAZI

Signature 

Postal Address P. O. Box 938
DAR - ES - SALAAM

Qualification EXECUTIVE DIRECTOR

Name ALEXANDER MNYANI

Signature 

Postal Address P. O. Box 938
DAR - ES - SALAAM

Qualification SENIOR LEGAL OFFICER

◀ SIG



LAND REGISTRY DAR - ES - SALAAM

DERIVATIVE RIGHT

Filed Document No. 224626.

Date of Registration 30-12-22, time 10:10 AM

To TAN BAN GREEN ENERGY

LIMITED OF P.O. BOX 55, PUYANI, for a

term of 99 yrs on the 1st October, 2021

Lease hold title

No 9613, issued





TANZANIA INVESTMENT CENTRE


HANDLING OVER NOTE-DISPATCH MEMO

LHT No. 9613/1 PWN

Plot No. 133 Block 'H' located at
Zegereni in Kibaha Township

I, JIN ZHANG of P.O. Box 55 PWANI TEL+255 762 341 518 being Director of TAN RAN GREEN ENERGY LIMITED with copy of Chinese Passport No. EH2432777 and work permit No. 62145/21 do hereby accept that I have collected Derivative Title No. 9613/1 PWN for the above mentioned plot on behalf of TAN RAN GREEN ENERGY LIMITED from TANZANIA INVESTMENT CENTRE for the sole purpose of delivering it to The Directors of TAN RAN GREEN ENERGY LIMITED for safe keeping.

Received by; Jin Zhang

Signature;.....


Dispatched by; Michael J.M

Signature;.....


Date: 14/06/2023

ENTRIES IN THE REGISTER

TITLE NO.

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