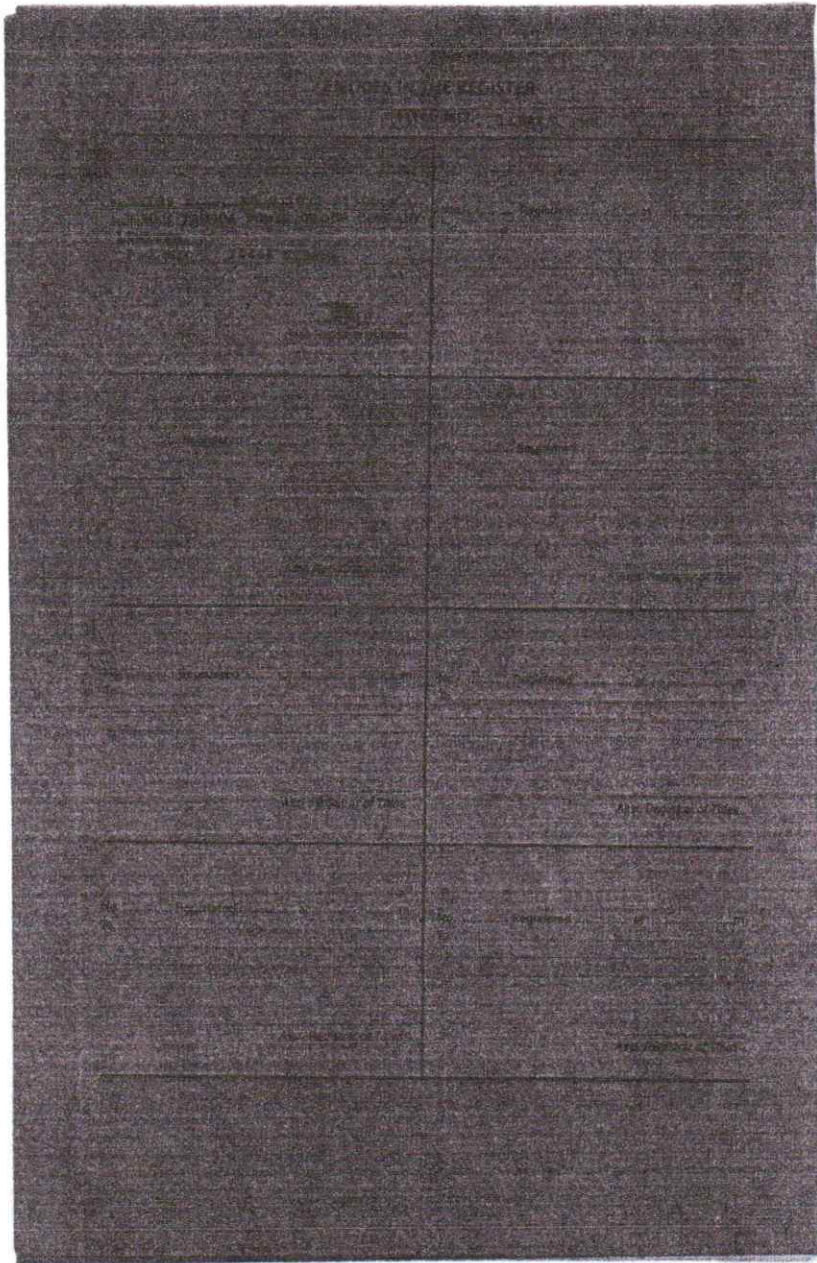
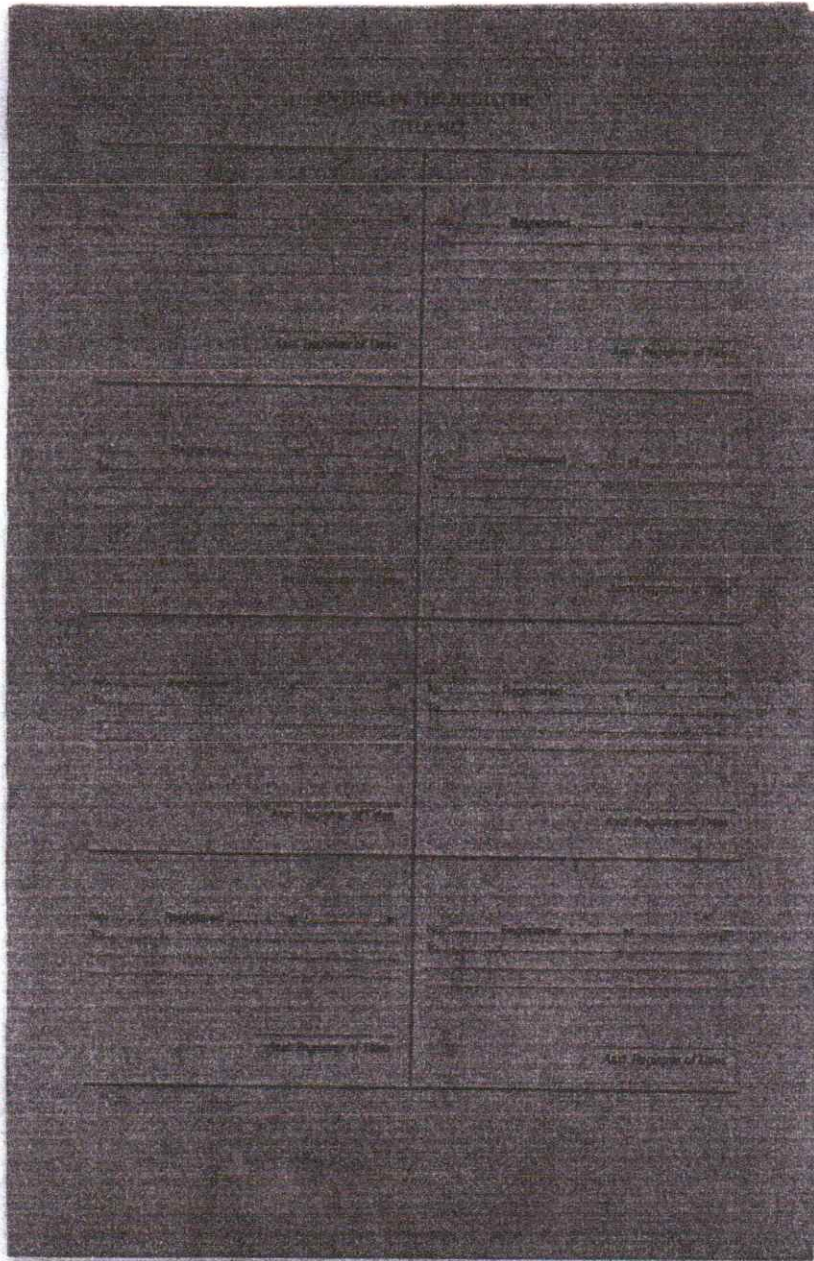


Received. *[Signature]*  
Oct. 28. 2022

土地证复印件在银行抵押





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: **11884 PWN**

L.O. No: 1071586

LD/PW/374010

Made and entered into this.....day of .....2021

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

**HUNAN TENGDA POWER GROUP COMPANY LIMITED**

of P.O Box 30466 KIBAHA and having Certificate of incentives No. 043113 (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. **11884 PWN** in respect of land within Plot No. **514 Block 'A'** situated at **Zegereni Industrial 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 Nineteen** and expiring on the **Thirty First** day of **March, Two Thousand One Hundred and Seventeen** 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- Service Trade** Purposes only; Use Group 'M' use class (a) as defined in 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, 2019; shall hereafter continue to pay rent Tshs (421,200/=) **only Four hundred twenty one thousand two hundred 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 establishing a project for electrical concrete poles and other concrete products **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 District 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.

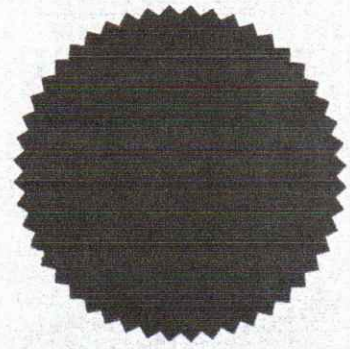
We, the within-named **HUNAN TENGDA POWER GROUP CO. LTD** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 514 Block 'A' situated at Zegereni Industrial in Kibaha Township, containing one decimal point zero eight (1.08) hectares shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 102645 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 12 day of ]  
August 2022 ]

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



Name: ALEXANDER NUNANI  
Signature: [Handwritten Signature]  
Postal Address: P.O. Box 988 Dsm  
Qualification: SENIOR LEGAL OFFICER


SEALED with the COMMON SEAL of the said ]  
HUNAN TENGDA POWER GROUP ]  
COMPANY LIMITED and ]  
DELIVERED in the presence of us this..... ]  
day of .....2022 ]

Name: Guo HE ZHU  
Signature: \* [Handwritten Signature]  
Postal Address: Kibaha  
Qualification: Director

Name: Di Fu  
Signature: \* [Handwritten Signature]  
Postal Address: Kibaha  
Qualification: Director



FILED DOCUMENT No: 221188  
REGISTERED ON: 30/08/2022  
AT: 01:00 pm



Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1000/= Paid  
On Original Receipt Shs: 92242123141735  
of: 30 - 08 - 2022

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 92242123141735  
of: 30 - 08 - 2022

Stamp Duty Officer

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

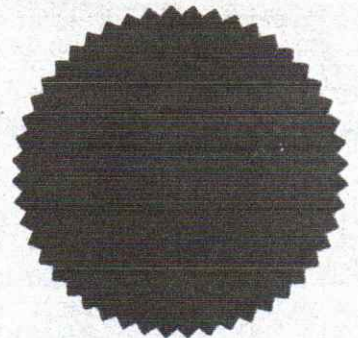
C.T. No: 11884 PWN  
L.O. No: 1071586  
LD/PW/374010

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and HUNAN TENGDA POWER GROUP COMPANY LIMITED of P.O Box 30466 KIBAHA, (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 514 Block 'A' situated at Zegereni Industrial Area 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.....12.... ]  
day of .....August.....2022 ]

Name: .....John M. Mnali.....  
Signature: \*.....  
Postal Address: .....P.O. Box 938 Dsm.....  
Qualification: .....Ag. Executive Director.....


Name: .....ALEXANDER MNTANI.....  
Signature: \*.....  
Postal Address: .....P.O. Box 938 Dsm.....  
Qualification: .....SENIOR LEGAL OFFICER.....



SEALED with the COMMON SEAL of the said ]  
 HUNAN TENGDA POWER GROUP ]  
 COMPANY LTD and ]  
 DELIVERED in the presence of us this..... ]  
 day of .....2022 ]

Name: Guo HE zhu.  
 Signature: \* [Signature]  
 Postal Address: Kibaha  
 Qualification: Director

Name: DI Fu  
 Signature: \* [Signature]  
 Postal Address: Kibaha  
 Qualification: Director

FILED DOCUMENT No: 221189  
 REGISTERED ON: 30/08/2022  
 AT: 01:00 pm  
  
 Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 1000/- Paid  
 On Original Receipt Shs: 922242123141735  
 of: 30-08-2022  
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 500/- Paid  
 Receipt No: 922242123141735  
 of: 30-08-2022  
 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: 11884 PWN  
Plot No: 514  
Block No: 'A'  
Location: ZEGEzeni INDUSTRIAL  
KIBAHA TOWNSHIP

I, Guo WB 2114 ..... P.O Box 20166, Kibaha  
Tel +255. 625234968 ..... Introduced by HUMAN TENGDA Power GRP. Co. Ltd  
TIC as a Company's DIRECTOR ..... With introduction letter dated .....  
attached with a ~~Nida Id/Voters Id/Driving License/Employee Id/Passport~~ e-PER CARD  
No..... do hereby accept that I have collected Derivative  
Title No... 11884/1 PWN ..... for the above mentioned plots on behalf of HUMAN  
TENGDA POWER GRP. Co. Ltd ..... from TANZANIA INVESTMENT  
CENTRE for the sole purpose of delivering it to the Directors of  
HUMAN TENGDA Power GRP. Co. Ltd For safe keeping.

Received by: Guo WB 2114  
Signature:.....[Signature].....

Dispatched by: MWANAMICU HASIM  
Signature:.....[Signature].....

Date: 13/01/2022

Land Form 23 A

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

*(Under Section 29)*

Date of Issue:

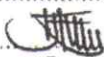
Title Number: 11 884 RWN

Land Office Number: 1071586

Land Plot No. 514 BLOCK 'A' ZEGEBENT INDUSTRIAL KLEBAH TO

Term: NINETY-NINE (99) YEARS

TITLE No: 11224  
 REGISTERED ON: 10-08-22  
 AT: 02:30 P.M.  
  
 Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 21,400/- Paid  
 On Original Receipt Shs: 922136107071540  
 of: 23.05.2022  
  
 Stamp Duty Officer

Land Form No. 22

THE UNITED REPUBLIC OF TANZANIA

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 100/- Paid  
 Receipt No: 922136107071540  
 of: 23.05.2022  
  
 Stamp Duty Officer

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 11284 P/W  
 L. O. No. 1071586.  
 LD/PW/374010.

The 5<sup>th</sup> day of August 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 (99)** years from the first day of **April, Two thousand and Nineteen** 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:-

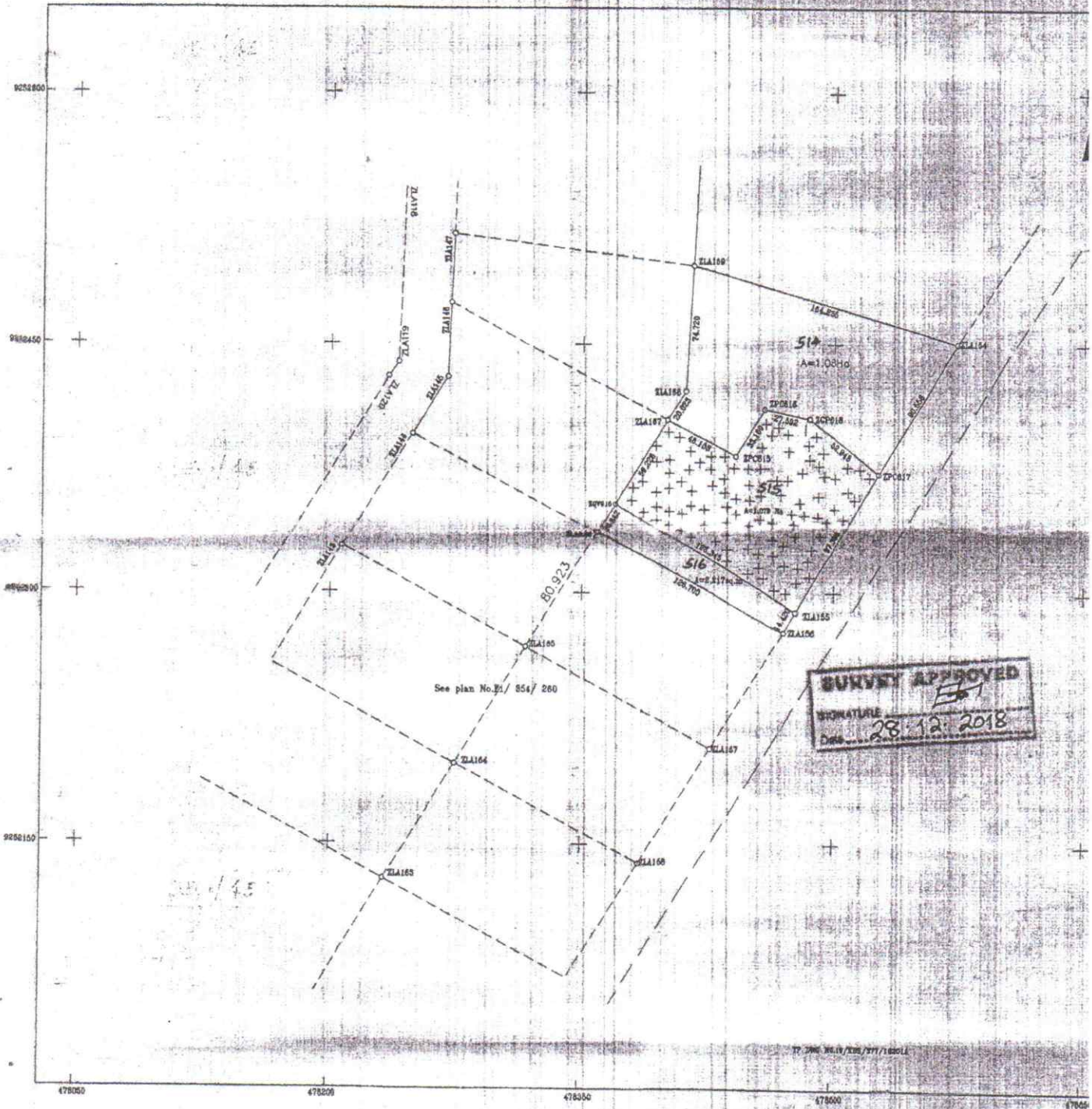
1. The Occupier having paid rent up to the thirtieth day of June, 2019; shall hereafter pay rent of shillings **Four hundred twenty one thousand two hundred (Tshs. 421,200/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised 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 to be in permanent materials.
  - (iv) Building plans to be submitted to the **Kibaha District 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.
  - (v) Preparation of detailed planning schemes within the proposed Industrial Park and the same must be approved by **Kibaha District Council**.
4. **USER:** The land shall be used for **Industrial – Service Trade** purposes only. Use Group ‘**M**’ Use class (**a**) 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.

L.O. No. 1071586

RESURVEY OF PLOT No. 200 & 202, BLOCK 'A,' ZEGERENI INDUSTRIAL  
KIBAHA TOWNSHIP - COAST REGION

IN PLOTS No. 514-516



**SURVEY APPROVED**  
 SIGNATURE: *[Signature]*  
 DATE: 28.12.2018

Scale, 1:1,500

Comps No. E'354R  
 M. P. No. 185/II/6  
 Std Sheet 185/II

PLAN No E'354/459

Amendments made by:  
 G. Kawamba (Plots no) 21/12/2018  
 Photostat copies sent to:

Plan drawn by Desmond Mwachar  
 I hereby certify that the survey repr  
 this plan was carried out in accorda  
 survey regulations.  
 DENIS P. KAHAMBA  
 TOWN LAND SURVEYOR-KIBAHA TOWNSHIP  
 DATE: 12/12/2018

SCHEDULE

ALL that Land known as Plot No. 514 Block 'A' situated at Zegereni Industrial in Kibaha Township containing one decimal point zero b eight (1.08) hectares shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 102645 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.

*[Handwritten Signature]*

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... 12 ...day of... July ..... 2022. )

Name John M. Mwali )

Signature \* *[Handwritten Signature]* )

Postal Address P. O Box 938 Dsm )

Qualification Ag Executive Director )

Name ALEXANDER MUYANI )

Signature \* *[Handwritten Signature]* )

Postal Address P.O. Box 788 )  
DAR - ES - SALAM )

Qualification SENIOR LEGAL OFFICER )



SCHEDULE

ALL that Land known as Plot No. 514 Block 'A' situated at Zegereni Industrial in Kibaha Township containing one decimal point zero b eight (1.08) hectares shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 102645 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

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TANZANIA INVESTMENT CENTER )  
and DELIVERED in the presence of us )  
this...12...day of...July....., 2022. )

Name John M. Mwali )

Signature \* )

Postal Address P. O Box 938 Dsm )  
..... )

Qualification Ag Executive Director )

Name ALEXANDER MUYANI )

Signature \* )

Postal Address P.O. Box 788 )  
DAR - ES - SALAM )

Qualification JUNIOR GRAC OFFICER )

