

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 01st day of October, 20²³..

is registered in the Land Registry under Title No. 21413 PWN

Copies of the subsisting entries in the register are within

Dated the 08th day of March 20²⁴..


ASST: JOANITHA KAZINJA
Registrar of Title

Title No. 21413/1 PWN

Description of registered land

All that Land known as Plot No. 270 situated at KEREGE in BAGAMOYO District containing Forty Two Thousand Six Hundred Forty Five (42,645) Square Metres shown for identification only edged black on the Plan attached with Lease Agreement under filed Document 229502.

ENTRIES IN THE REGISTER

TITLE NO. 21413/1 PMN

FD: No. 229502 Registered 7.3.2024 8:30AM atm
To: MASTER MIND TOBACCO TANZANIA
LIMITED, P.O. BOX 22352,
DAR ES SALAAM.


Asst. Registrar of Titles

No. Registered at

To.....

Asst. Registrar

No. Registered atm

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Asst. Registrar of Titles

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Asst. Registrar of

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: 21413 PWN
L.O. No: 1072190
REF.No : LD/315338

Made and entered into this 05th day of February 2024

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

A body corporate established under The Tanzania Investment Act, 2022 (Act No. 10 of 2022) by order published in the Official Gazette as Government Notice No. 94 of 2023; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

MASTERMIND TOBACCO TANZANIA LTD

of P.O Box 22352 DAR ES SALAAM and having certificate of incentives No. 040437 (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. 21413 PWN in respect of land within Plot No. 270 situated at Kerege in Bagamoyo District Council 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 Three and expiring on the Thirtieth day of September, Two Thousand One Hundred and Twenty One 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 **Special Industrial Purposes Only**; Use Group 'N' Use Class (a) as defined in the Town and Country Planning (Use Classes) Regulations 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2024, thereafter continue to pay Tshs 1,503,236/= (Tanzania Shillings One Million Five Hundred Three Thousand Two Hundred Thirty Six) 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 and operating tobacco and cigarette manufacturing facilities **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 **Bagamoyo 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 protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
 - iii. 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

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 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 33 of the Tanzania Investment Act, No. 10 of 2022 or under the provision of the Arbitration Act, Cap 15 of the Laws of Tanzania.

We, the within-named **MASTERMIND TOBACCO TANZANIA LTD** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 270 situated at Kerege in Bagamoyo District Council, measuring forty two six hundred forty five (42,645) square metres, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 59602 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... 01st]
day of ... February2024]



Name: GILEAD TBSI
Signature: Gilead TBSI
Postal Address: 938 DSM
Qualification: EXECUTIVE DIRECTOR

Name: MARIAM S. NUNO
Signature: M. Nuno
Postal Address: 938 DSM
Qualification: LEGAL AFFAIRS MANAGER

SEALED with the COMMON SEAL of the said]
MASTERMIND TOBACCO TANZANIA LTD]
and DELIVERED in the presence of us this.....]
day of2024]

Name: THABIT RAJABU KATUNDA
Signature: Thabit Rajabu Katunda
Postal Address: 22352 DAR ES SAAAM
Qualification: DIRECTOR



Name: JOSEPH DOMINIC MLOWI
Signature: Joseph Dominic Mlowi
Postal Address: 22352 DSM
Qualification: COMPANY SECRETARY

FILED DOCUMENT No: 229501
REGISTERED ON: 8/3/24
AT: 8:30 AM

LAND REGISTRY
TANGANYIKA

[Signature]
Senior Assr. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/= Paid
Receipt No: 924067237229244
of: 7/3/2024

[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/= Paid
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[Signature]
Stamp Duty Officer

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

C.T. No: 21413 PWN
L.O. No: 1072190
REF.No: LD/315338

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and MASTERMIND TOBACCO TANZANIA LTD of P.O Box 22352 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 270 situated at Kerege in Bagamoyo District Council 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... 21st]
day of February2024]

Name: GILEAD TERI
Signature: Gilead Teri
Postal Address: 938 DSM
Qualification: EXECUTIVE DIRECTOR

Name: Muzim S. Mwanjo
Signature: Muzim S. Mwanjo
Postal Address: 938 DSM
Qualification: LEGAL AFFAIRS MANAGER



SEALED with the COMMON SEAL of the said]
MASTERMIND TOBACCO TANZANIA LTD]
and DELIVERED in the presence of us this.....]
day of2024]

Name: THABTI RAJABU KATUNDA
Signature: [Signature]
Postal Address: 22352 DAR ES SALAAM
Qualification: DIRECTOR

Name: JOSEPH DOMINIC MGOJI
Signature: [Signature]
Postal Address: 22352 DOR
Qualification: COMPANY SECRETARY



FILED DOCUMENT No: 229502
REGISTERED ON: 8/3/24
AT: 8:30AM



[Signature]
Senior Asst. Registrar of Titles

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Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/= **Paid**
924067237229244
Receipt No:
of: 7/3/2024

[Signature]
Stamp Duty Officer

LAND REGISTRY DAR - ES - SALAAM
DERIVATIVE RIGHT

229501

Filed Document No.

Date of Registration 8/3/24 time 8:30 AM

To MASTERMIND TOBACCO TANZA
NIA LTD OF P.O. BOX 22352

DSM.

Leasehold
title no. 2142/1
Issued.



Senior Asst. Registrar of Titles

