

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 05th day of February, 2024...

is registered in the Land Registry under Title No. 21186 PWN

Copies of the subsisting entries in the register are within


Dated the 05th day of April 2024...

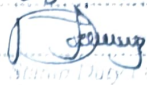

SILVERIUS PETER QORRO
ASST: Registrar of Title

Title No. 21186/1 PWN

Description of registered land

All that Land known as Plot No. 128 Block 'A' situated at MTAKUJA in KIBAHA TOWNSHIP containing One Thousand and Twenty 1020 Square Metres shown for identification only edged black on the Plan attached to this Certificate and Defined on the Registered survey Plan Numbered 80668 deposited on the office of the Director for Surveys and Mapping at DODOMA.

TITLE NO. 21186 PWN
 REGISTERED ON 19.02.2024
 01:00P


Land Form No. 22
 TANGANYIKA
 Stamp Duty Paid 14,439/= Paid
 On Original Receipt 923226195866954
 of 14.08.2023


THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 21186 PWN
 L. O. No. 1072098
 Ref. No. LD/PW/16017

The 05th day of February

Two thousand and Twenty Three. Four
 SSK

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 **July, Two thousand and Twenty Three** 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, **2023**; shall hereafter pay rent of shillings **Fifteen thousand three hundred (Tshs. 15,300/=)** 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.

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

C.T. No.: 21186...
L.O. No: 1072098
LD/PW/16017

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **ACTION MEDEOR INTERNATIONAL HEALTHCARE CGMBH** of P.O Box 72305 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. **128 Block 'A'** situated at **Mtakuja in Kibaha Town 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...^{30th}]
day of January2023]
₂₄

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


Name: MARIAM S. MUVANO
Signature: MJM
Postal Address: 938 DSM
Qualification: AG LEGAL AFFAIRS MANAGER

SEALED with the COMMON SEAL of the said]
ACTION MEDEOR INTERNATIONAL
HEALTHCARE GGBH

and
DELIVERED in the presence of us this... 21]
day of SEPTEMBER 2023]

Name: CHRISTOPH BONSMANN
Signature: *[Signature]*
Postal Address: TONISVORST, GERMANY
Qualification: DIRECTOR

Name: SID PERUVEMBA
Signature: *[Signature]*
Postal Address: TONISVORST, GERMANY
Qualification: DIRECTOR

FILED DOCUMENT No. 229230
REGISTERED ON: 05/03/2024
AT: 01:01 PM

[Signature]
Senior Ass. Registrar of Title

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
On Original Receipt Shs: 924072238033005
of: 13/3/2024
[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/-
Receipt No: 924072238033005
of: 15/3/2024
[Signature]
Stamp Duty Officer

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 21186
L.O. No: 1072098
REF. No: LD/PW/16017

Made and entered into this 30th day of January 2023

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

ACTION MEDEOR INTERNATIONAL HEALTH CARE GGMBH

of P.O Box 72305 DAR ES SALAAM and having certificate of incentives No. 202321047 (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 in ^{PWANI} ARUSHA under Title No. in respect of land within **Plot No. 128 Block 'A'** situated at **Mtakuja** 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 **July**, **Two Thousand and Twenty Three** and expiring on the **Thirty First** day of **June**, **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 **Residential Building (Other than Dwelling Houses)** Purposes Only; Use Group 'B' Use Class (d) 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 thirtieth day of June, 2023, thereafter continue to pay Tshs 15,300/= (Tanzania Shillings Fifteen thousand three hundred) 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 Manufacturing of clinical laboratory reagents and hospital laboratory services including pharmaceuticals warehouses **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 Township** 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 provided 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 **ACTION MEDEOR INTERNATIONAL HEALTHCARE GGMBH** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

ENTRIES IN THE REGISTER

SCHEDULE

ALL that Land known as Plot No. 128 Block 'A' situated at Mtakuja in Kibaha Town Council, measuring One thousand and twenty (1020) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 80668 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... 20th]
day of ... 2023]



Name: GILGAD TERI
Signature: Gilgadi Teri
Postal Address: 938 DSM
Qualification: EXECUTIVE DIRECTOR

Name: MARILYN S. MUMBO
Signature: Marilyn S. Mumbo
Postal Address: 938 DSM
Qualification: LEGAL AFFAIRS MANAGER

SEALED with the COMMON SEAL of the said]
ACTION MEDEOR INTERNATIONAL
HEALTH CARE GGBMH
and]


DELIVERED in the presence of us this... 21]
day of ... SEPTEMBER ... 2023]


Name: CHRISTOPH BONSMANN
Signature: Christoph B. Bonsmann
Postal Address: TONISVORST, GERMANY
Qualification: DIRECTOR

Name: SID PERUVEMBA
Signature: Sid Peruvemba
Postal Address: TONISVORST, GERMANY
Qualification: DIRECTOR

22731
05 03 2004
27 04 PM

Stamp: [Illegible]

INDONESIA STAMP DUTY ACT.
Stamp Duty Paid 000 =
Revenue No. 24072232033005
05 3 2004

Stamp: [Illegible]

INDONESIA STAMP DUTY ACT.
Stamp Duty Paid 000 =
Revenue No. 24072232033005
05 3 2004

Stamp: [Illegible]