



Telephone: 2502318

OFFICE OF THE REGISTRA OF TITLES,
SOUTHERN HIGHLANDS ZONE,
OF P.O.BOX 2984,
MBeya.

In reply please quote:

12/11/2019

Ref.No LR/MBYT/ 50286/1-MBYLR
To. SUMA HYDRO LIMITED
P.O. BOX 70192
DAR ES SALAAM

RE; THE LAND REGISTRATION ACT (CAP.334)

TITLE NO. 50286/1-MBYLR L.O.NO. 591100
FARM PLOT NO. 1. BLOCK LOCATION BUSOMA & MALAMBA VILLAGE

I have the honor to enclosed herewith duplicate of the Certificate of Title Numbered as above please.

1. I have the honor to refer to letter referenced L.R. 66 from the Assistant
Commissioner for Lands dated 1-11-2019 and enclosures thereto.

2. Having been registered, enclosed herewith find the counter part of Certificate of Title Number as above for your safe
cursory.

I have the honor to be Sir/Gentleman/Madam
Your Obedient Servant

This is to certify that the annexed Certificate of Occupancy dated

the Thira day of September 20..19.

is registered in the Land Registry under Title No. 50286-MBYLR

Copies of the subsisting entries in the register are within

Dated the Eleventh day of November 20..19

S.I. Diombaya
Assistant
Registrar of Title

Title No. 50286/1- MBYLR Description of registered land.
ALL THAT land known as Farm NO. site NO. 1 situated at Busoma and
Malamba Village Rungwe District, containing Twenty Five Decimal point Zero
Three (25.0643) Hectares, shown for identification only edged red on the
plan attached to this Lease Agreement and survey Numbered 67497 deposite
at the office responsible for survey and Mapping at Dar-es-salaam.

ENTRIES IN THE REGISTER
TITLE NO. 50286/1-MBYLR

LEASE HOLD TITLE

No. 32170-MBYLR Registered 4-11-2019 at 9:30 AM
 To SUMPA HYDRO LIMITED OF PO BOX
70192 - DAR EL SALAAM FOR TERM
98 YEARS FROM 1ST DAY OF
JANUARY 2019.

[Signature]
 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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 Asst. Registrar of Titles

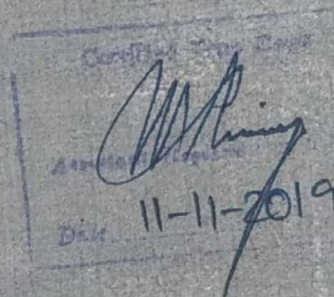
Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)



Date of Issue:

Title Number: 50286-MBYLR

Land Office Number: 531100

Land: Farm NO. 1, Busona & Malamba Village, Rungwe District,

Term: Ninety Nine Years,

TAKE NO: 50286-MBYLR
03-09-2019.
AT 10:00 AM.
[Signature]

TANZANIA STATE LAND ACT
Stamp Duty No: 401,022/-
Land Form No: 22
28-3-2019
[Signature]

Certified True Copy
[Signature]
Assistant Registrar of Titles
Date 11-11-2019

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

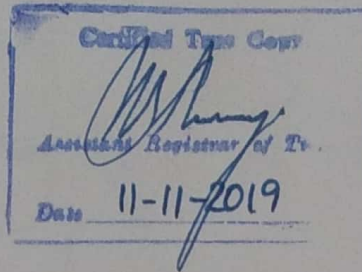
Title No: 50286-MBYLR
L.O No. 591100
L.D No. RG/L/1952

The 03rd day of September Two thousand and nineteen

THIS IS TO CERTIFY that **TANZANIA INVESTMENT CENTRE** established by **Tanzania Investment Act in 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 **January, 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 thereafter pay rent of shillings **Eight Million Twenty Thousand Six Hundred Forty (8,020,640/=** 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.

[Signature]



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 Occupier's 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) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by **Rungwe District Council** (hereinafter called "the authority").
- (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner.
- (v) Not erect or commence to erect on the Land any building except in accordance with building plan which shall have been first approved by the Authority

3. **USER:** The land and existing buildings erected thereon shall be maintained and the same shall be used for **Hydro Electricity generation only, Use Group 'Q' Use Class (b)** as defined in the Urban Planning Act (Use Classes) Regulations, 2018.

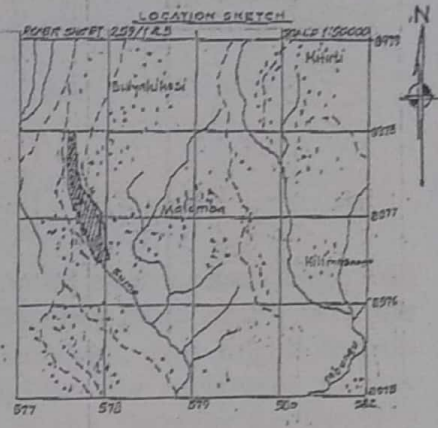
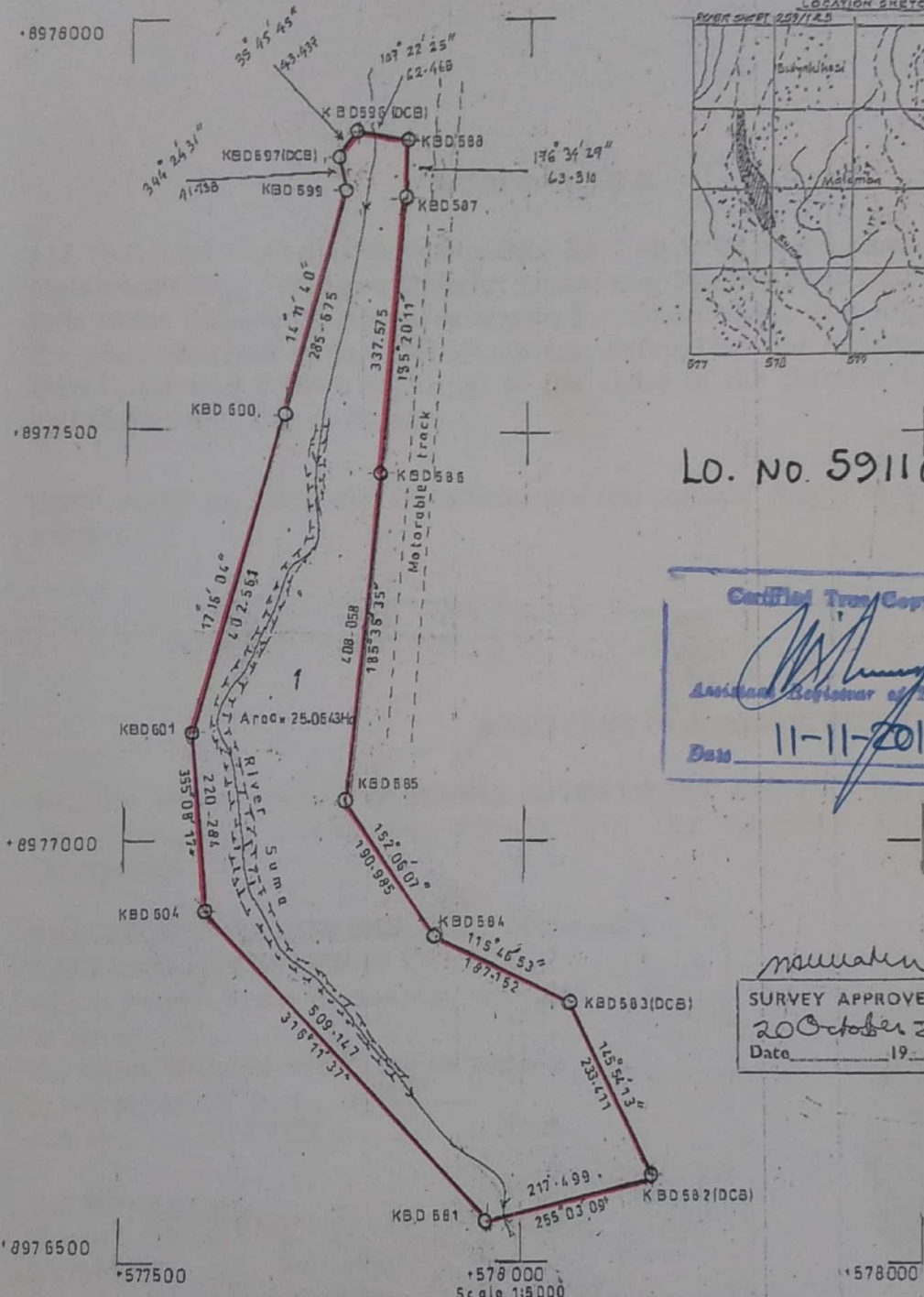
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

5. 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 all premia, taxes and dues prescribed in connection with the disposition.

6. The President may revoke the right for good cause or in public interest.

Handwritten initials

SURVEY OF SUMA HYDRO POWER SITE NO. 1 MARAMBA AND BUSONA VILLAGES - RUNGWE DISTRICT

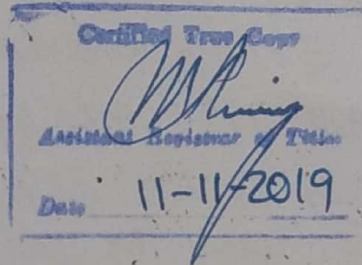


LO. NO. 591100

Certified True Copy
[Signature]
 Assistant Registrar of Titles
 Date 11-11-2019

Machimu
SURVEY APPROVED
 20 October 2011
 Date _____ 19____

Comps <u>E¹⁹ 105</u> MP <u>259/1/28</u> STD sheet no <u>259/1</u> Action CC <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px auto;"> <u>E¹⁹ 105/8</u> </div> TP Draw.no _____	Amendments made by <u>Joyce (Plot no) 19-10-011</u> 2 _____ 3 _____ Photostat copies sent to 1 _____ 2 _____ 3 _____	Plan drawn by Machimu 12/9/11 I hereby certify that the survey represented by this plan was made accordance with the regulations <div style="text-align: center; margin-top: 20px;"> <i>[Signature]</i> REGIONAL SECRET LAND SURVEYOR M B E Y A </div> Registered plan no <u>67497</u>
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SCHEDULE

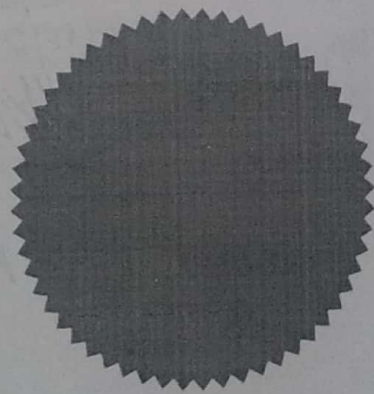
ALL that land known as Farm No. **Site No.1** situated at **Busona Village and Malamba Village, Rungwe District** containing **Twenty Five point zero six four three [25.0643] Hactares** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **67497** 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.

ASSISTANT COMMISSIONER FOR LANDS

We, the within named **TANZANIA INVESTMENT CENTRE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the **COMMON SEAL** of the said **TANZANIA ENVESTMENT CENTRE** who is known to me personally/identified to me by the latter being known to me personally in my presence this **24th** day of **MAY** 2019.



1st Witness's:
Name: **REUTREY-I. MUIANBE**
Signature:
Postal Address: **P.O. Box 938 DSH**
Qualification: **EXECUTIVE DIRECTOR**

2nd Witness's:
Name: **ALEXANDER MNTANI**
Signature:
Postal Address: **P.O. Box 938 DSH**
Qualification: **SENIOR LEGAL OFFICER**

LEASE HOLD TITLE

Filed Document No. 32170-MBYLR

Date of Registration 4-11-2019 Time 9:30 AM

To SUMA HYDRO LIMITED OF PO BOX 70192-DAR ES SALAAM FOR TERM 98 YEARS FROM 1ST DAY OF JANUARY 2019.

State Registrar of Titles

Certified True Copy
Assistant Registrar of Titles
Date 11-11-2019

TANGANYIKA STAMP DUTY OFFICE
Stamp Duty Size 1000/-
Revenue Receipt No. 991172406398
11-11-2019 Issued
Stamp Duty Officer

TANGANYIKA STAMP DUTY OFFICE
ISSUED OF TITLE 80,000/-
Stamp Duty Size 80,000/-
Revenue Receipt No. 991172406398
11-11-2019 Issued
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: 50286-MBYLR
L.O. No: 591100
LD No: RG/L/1952

Made and entered into this..... day of2019

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

AND

SUMA HYDRO LIMITED

of P.O BOX 70192 DAR ES SALAAM and having Certificate of Incentives No. 120072 (thereinafter referred to as the "LESSEE") on the one part;

THIS LEASE WITNESSES as follows:

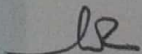
WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Mbeya under the above-named Title, in respect of land within Farm No. **Site No.1** situated at **Busona and Malamba Villages** in **Rungwe District** and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto

the Lessee the land being fully described in the schedule hereto for a term of **Ninety eight** years commencing on the **First** day of **January, Two Thousand and Nineteen** and expiring on the **Thirty First** day of **December, Two Thousand One Hundred 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 **Hydro Electricity Generation** Purposes Only; Use Group '**Q**' Use Class (**b**) as defined in the Urban Planning Act (Use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

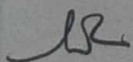
1. **HAVING** paid in advance Land Rent up to June, 2019, thereafter continue to pay **TZS 8,020, 640/= (Eight Million Twenty Thousand Two Six Hundred Forty Only)** or any other amount as assessed by the Commissioner for Lands or Authorized Officer, being annual Land Rent, and 10% thereto being TIC Facilitation 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. **MAINTAIN** the land by continuing operating a hydro power generation and distribution plant from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Maintain on the land buildings in permanent materials designed and for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **Rungwe District Council**.
 - (ii) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands.



- (iii) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by Authority.

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) 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 carrying 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 the Health.
 - (vi) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority;
 - (vii) Loading and 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:

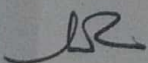
1. **ENSURE** that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor 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 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 **SUMA HYDRO LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.



SCHEDULE

ALL that Land known as Farm No. Site No.1 situated at Busona and Malamba Villages in Rungwe District measuring Twenty Five Decimal Point Zero Six Four Three (25.0643) Hectares, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 67497 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said]
SUMA HYDRO LIMITED and DELIVERED]
in the presence of us this.....^{9th}.....day of]
OCTOBER.....2019]

Signature.....]
Postal Address..... P.O. Box 555, MAFENGA.....]
Qualification..... DIRECTOR.....]

Signature.....]
Postal Address..... Schwindgasse 14/18, 1040 Vienna.....]
Qualification..... Director.....]



SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this.....^{16th}.....]
day of OCTOBER2019]

Signature.....]
Postal Address..... P.O. Box 938 DSH]
Qualification..... EXECUTIVE DIRECTOR.....]

Signature.....]
Postal Address..... P.O. Box 938 DSH]
Qualification..... SENIOR LEGAL OFFICER.....]



FILED DOCUMENTS No: 32170-MBYLR
REGISTERED 4-11-2019
AT 9:30 AM
[Signature]
Stamp Duty Officer

MAHARASHTRA STATE STAMP DUTY ACT
Stamp Duty Sh: 500/-
Revenue Receipt No. 991172406398
4-11-2019 Issued
[Signature]
Stamp Duty Officer

MAHARASHTRA STATE STAMP DUTY ACT
Stamp Duty Sh: 1000/-
Revenue Receipt No. 991172406398
4-11-2019 Issued
[Signature]
Stamp Duty Officer

**ENTRIES IN THE REGISTER
TITLE NO.**

<p>No. Registered at m To.....</p> <p style="text-align: center;">..... <i>Asst. Registrar of Titles</i></p>	<p>No. Registered at m To.....</p> <p style="text-align: center;">..... <i>Asst. Registrar of Titles</i></p>
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