

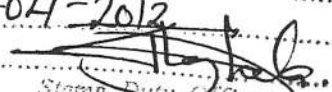


128364
17-12-2013
01:00PM



Land Form No. 22

TANZANIA STAMP DUTY ACT.
Stamp Duty Paid 100/-
Receipt No. 46358649
of 03-04-2012

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

TANZANIA STAMP DUTY ACT.
Stamp Duty Paid 50400/-
Receipt No. 46358649
of 03-04-2012


Title No. 128364
L.O. No. 456760.
LD. No. 290477.

The 10th day of December Two thousand and thirteen.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE 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 nine** 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, 2010, shall hereafter pay rent of shillings **one hundred sixty five thousand eight hundred (165,800/=)** 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 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) Building to be in permanent materials.
 - (iv) Submit building plans to the **Mvomero District Council** within six months from the date of the commencement of the Right.
 - (v) Building construction to begin within six months after approval of plans.
 - (vi) Building to be complete within thirty six (36) months from the date of the commencement of the Right
3. **USER:** The land shall be used for **Agricultural and Livestock** purposes only, Use Group '**R**' Use Class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 **as amended in 1993.**
 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.

SCHEDULE

ALL that Land known as Farm Na. 434/3 situated at Nguru ya Ndege in Mvomero District containing four hundred sixty six (466) Hectares shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 50571 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.

Edy
By ASSISTANT COMMISSIONER FOR LANDS

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 INVESTMENT CENTRE and)
DELIVERED in the presence of us)
this.....*23rd* day of*March*.....2013.)

Signature: *X*.....*[Signature]*.....)

Postal Address:.....*938*.....)

.....*DAR ES SALAAM*.....)

Qualification: *AG. EXECUTIVE DIRECTOR*.....)

Signature.....*[Signature]*.....)

Postal Address:.....*938*.....)

.....*DAR ES SALAAM*.....)

Qualification: *DIRECTOR OF CORPORATE AFFAIRS*.....)



LAND REGISTRY DAR - ES - SALAAM

LEASEHOLD

Filed Document No. 161882

Date of Registration 26.06.2014 09:10A.m

To M/S GISSARA INVESTMENT LIMITED

of P.O. BOX 13363, D/SALAAM, for a term

of 93 years commencing on 01st April 2014

Separate title No 128364/11

Issued.

Senior Asst. Registrar of Titles

MVOMERC DISTRICT.

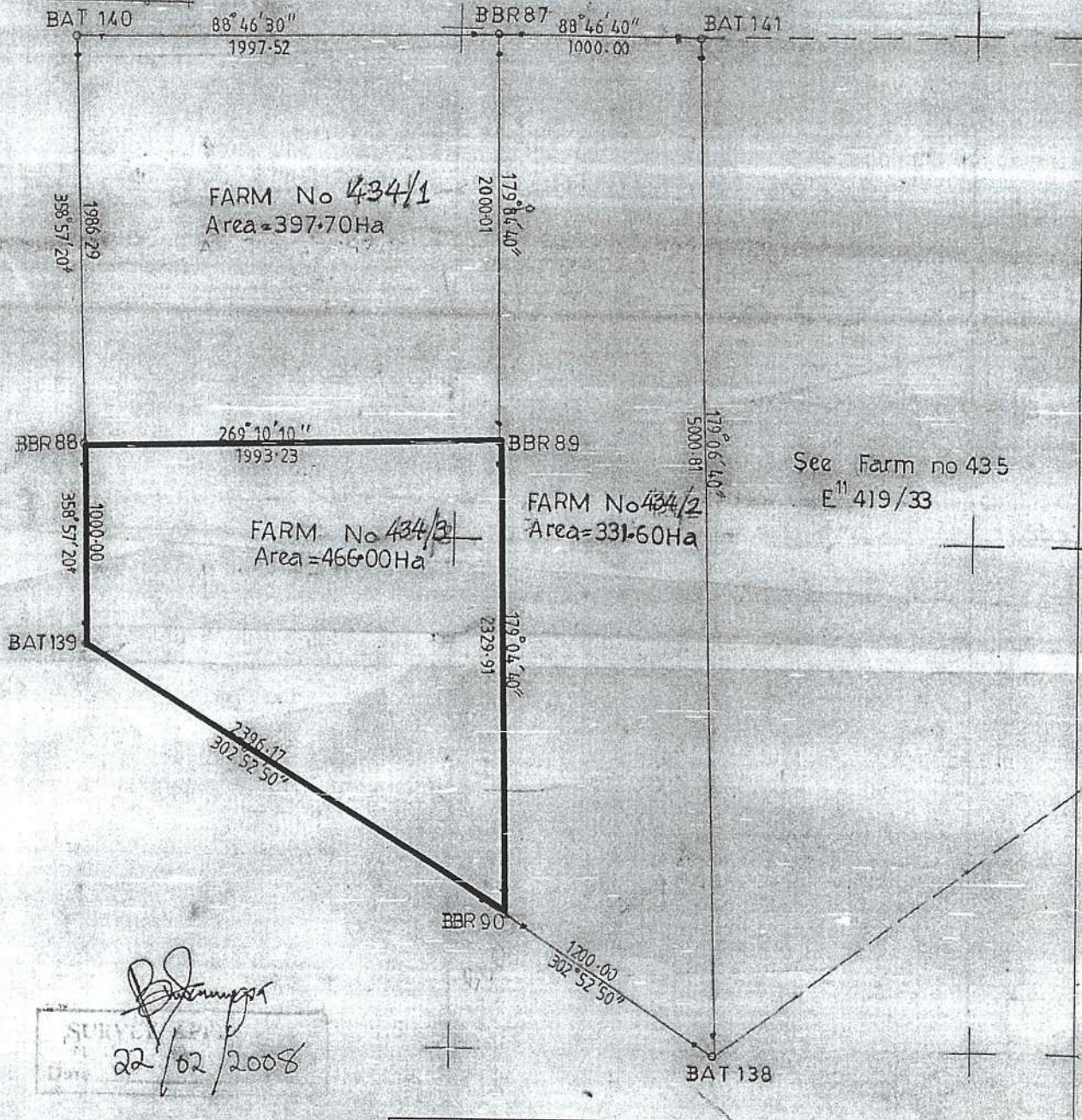


MOROCCO
Fuel Reserve



MVOMERO DISTRICT

LOCATION: NGURU YA NDEGE
 BLOCK: -
 FARM No: 434/3
 L.O. No: 456760
 AREA: 466.00 Ha.



The plan prepared in accordance with Registered Plan No. 50571

is approved for purpose of the Land Registration ordinance

Director of Surveys and Mapping. *[Signature]* Date 20/12/12

Ministry of Lands Human Settlements Development, Dar es Salaam

The issue of this plan implies no guarantee or admission of title by the Government.



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

Date of Issue:

Land Office Number:

Land Description:

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 128364
L.O. No: 456760
L.D. 290477

Made and entered into this.....^{13th}..... day of^{JUNE}.....2014

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, (thereinafter referred to as "the Lessor") on the one part

AND

M/S GISSAPA INVESTMENT LIMITED

of P.O BOX 13363 DAR ES SALAAM and having certificate of incentives No. **010451** (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. **128364** in respect of land within **Plot No. 434/3**, measuring **four hundred sixty six (466) hectares**, situated at **Nguru ya Ndege** in **Mvomero District** 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-three** years commencing on the **first day of April, two thousand and fourteen** and expiring on the of **thirty first day of March, two thousand one hundred and seven** 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 **Agricultural and Livestock** purposes only; Use Group **'R'** use class **(c)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings **165,800.00** plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings **182,380.00 (one hundred eighty two thousand three hundred and eighty only)** payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom 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 developing goats production and fattening farm.
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.
5. **SUBMIT** building plans to the **Mvomero District Council** within six months from the commencement of this Lease; begin construction of building(s) in permanent materials within six months after the approval of the plans, and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land without prior consent of the lessor. (Note: In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor an evaluation report showing that he has developed the land at least 60% of his development plan).
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 **M/S GISSAPA INVESTMENT LIMITED** hereby accept the terms and conditions contained in the forgoing Lease agreement.

SCHEDULE

ALL that Land known as **Plot No. 434/3**, measuring **four hundred sixty six (466) hectares**, situated at **Nguru ya Ndege** in **Mvomero District** shown for identification only edged **black** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **50571** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
M/S GISSAPA INVESTMENT LIMITED)
and DELIVERED in the presence of us)
this 30th day of MAY 2014)

Signature: P. Angimb)
Postal Address: P.O Box 13363 DSM)
Qualification: MANAGING DIRECTOR)



Signature: M. Yamful)
Postal Address: P.O. BOX 13363 DSM)
Qualification: GENERAL MANAGER)

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE)
and DELIVERED in the presence of us)
this 18th day of JUNE 2014)

Signature: X)
Postal Address: P. O. BOX 987)
DAR-ES-SALAAM.)
Qualification: EXECUTIVE DIRECTOR)

Signature: [Signature])
Postal Address: 987 DAR-ES-)
SALAAM)
Qualification: LEGAL OFFICER)



161882

26.06.2014

09:10 AM



A. M. M. M. M.
Stamp Duty Officer

Stamp Duty Officer
500/=
3157516
26.06.2014
A. M. M. M. M.
Stamp Duty Officer

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26.06.2014
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Stamp Duty Officer