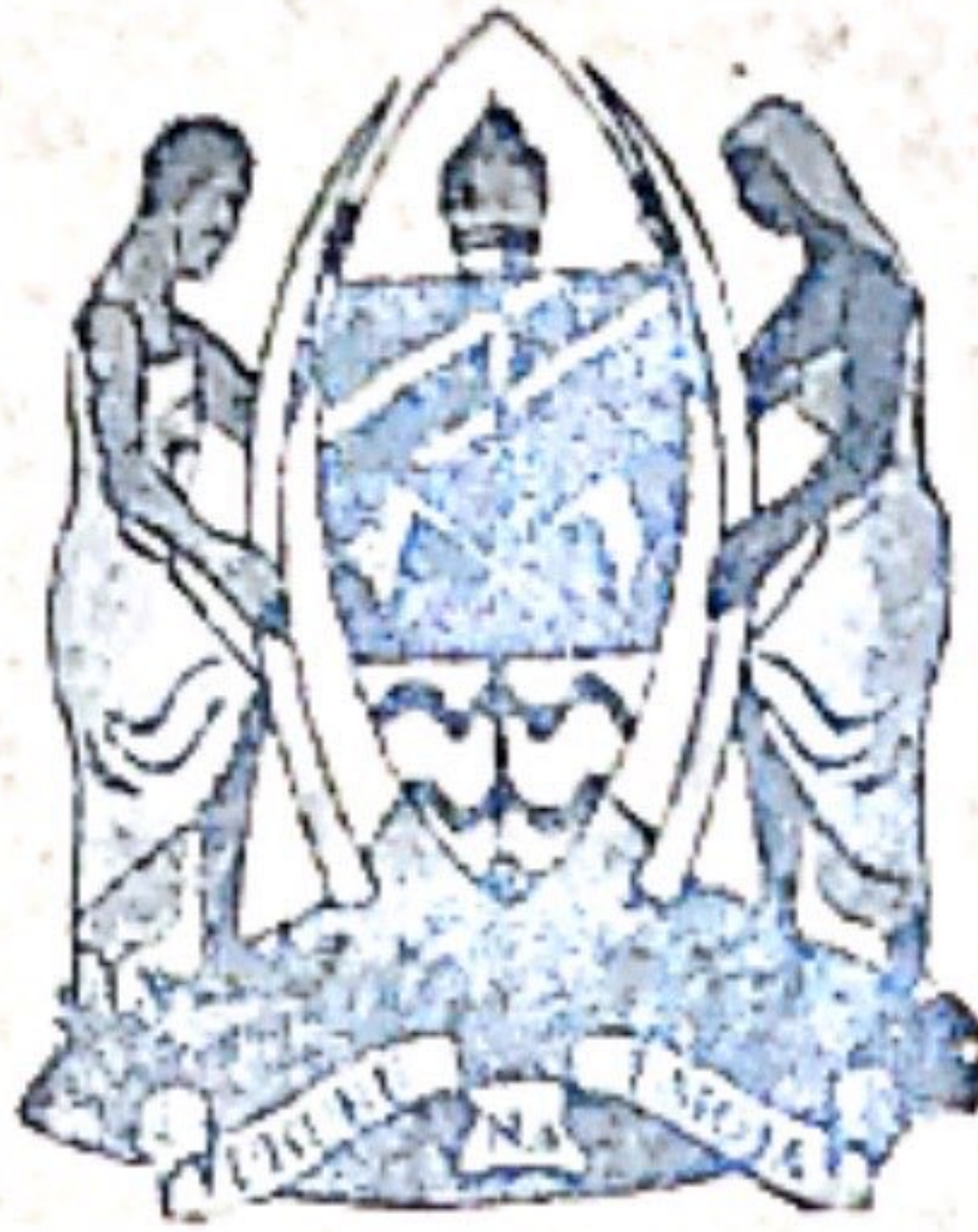


TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



LEASEHOLD LAND
CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

copy of

This is to certify that the annexed Certificate of Occupancy dated

the 25th day of June 20...15

is registered in the Land Registry under Title No. 139693

Copies of the subsisting entries in the register are within

Dated the 21st day of August 20...15

Victor Robert
VICTOR ROBERT
Sen. Asst. Registrar of Title

Title No. 139693/1 *Bm/Asst* Description of registered land

All that land known as Plot No. 1 Block 'D' Zegerani in Kibahadfigg Township containing Three Decimal Point Four Hectares (394) shown for identification only edged black on the plan attached to this lease agreement registered under the Filed Document Number 171058 annexed hereto and defined on the registered Survey Plan Numbered 69925 deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

ENTRIES IN THE REGISTER
TITLE NO. 139693/1

No. Registered 6,03,2015 at 1,00 p.m.
To. SUNSHINE GROUP LIMITED of
P.O. BOX 4490, DAR ES SALAAM,

[Signature]
Asst. Registrar of Titles

No. Registered at

To.

Asst. Registrar of Titles

~~MORTGAGE~~

~~DISCHARGED~~

No. 411 198074 Registered 26-10-16 at 12:28 PM
To. STANBIC BANK TANZANIA
LIMITED P.O. Box 72647 DAR ES SALAAM.
(To secure USD 2,500,000.)

~~*[Signature]*
Asst. Registrar of Titles~~

~~*[Signature]*
Asst. Registrar of Titles~~

No. Registered at

To.

Asst. Registrar of Titles

TRANSFER.

No. 225618 Registered 04-07-23 at 11:55 AM
To. BNBM BUILDING MATERIALS
INDUSTRY (TANZANIA) LTD OF
P.O. BOX 31299, DAR ES SALAAM.
(CONS. USD 400,000)

[Signature]
Asst. Registrar of Titles

No. Registered at

To.

Asst. Registrar of Titles

No. Registered at

To.

Asst. Registrar of Titles

No. Registered at

To.

Asst. Registrar of Titles



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: 139693
L.O. No: 528007
LD No: 308230

Made and entered into this..... day of2015

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 (hereinafter referred to as "**the LESSOR**") on the one part

AND

SUNSHINE GROUP LIMITED

of P.O Box 4490 DAR ES SALAAM and having certificate of incentives No. **061069** (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. **139693** in respect of land within **Plot No. 1, Block 'D'** measuring **three decimal point four (3.4) hectares**, situated at **Zegereni 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-seven** years commencing on the **first day of July, two thousand and fifteen** and expiring on the of **thirty first day of March, two thousand one hundred and twelve** 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 **Light Industry** purposes only; Use Group '**N**' use class (a) and Use Group '**L**' use class (a) 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 1,275,000.00 plus ten per cent thereto as TIC facilitation fees, making a total of Tanzania Shillings 1,402,500.00 (one million four hundred two thousand and five hundred 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 Commissioner for Lands.
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 industrial park and warehouse.
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 **Kbaha Town 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. In case of seeking the Lessor's consent regarding mortgaging of the respective land, 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.
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 **SUNSHINE GROUP LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 1, Block 'D' situated at Zegereni in Kibaha Township measuring three decimal point four (3.4) hectares, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 69925 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
SUNSHINE GROUP LIMITED and DELIVERED in)
the presence of us this 28 day of July 2015)

Signature.....

Postal Address..... P.O. BOX 31299 DSM

Qualification..... Managing Director.

Signature.....

Postal Address..... P.O. BOX 31299 DSM

Qualification..... CHIEF FINANCIAL OFFICER



SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE)
and DELIVERED in the presence of us this 4th)

day of AUGUST 2015)

Signature.....

Postal Address..... P.O. BOX 988 DSM.


Qualification..... EXECUTIVE DIRECTOR

Signature.....

Postal Address..... P.O. BOX 988 DSM.

Qualification..... LEGAL OFFICER



FILED DOCUMENT No. 171058
REGISTERED ON 06-08-2015
AT 01:00

Amshereb
Senior Asst. Registrar of Titles

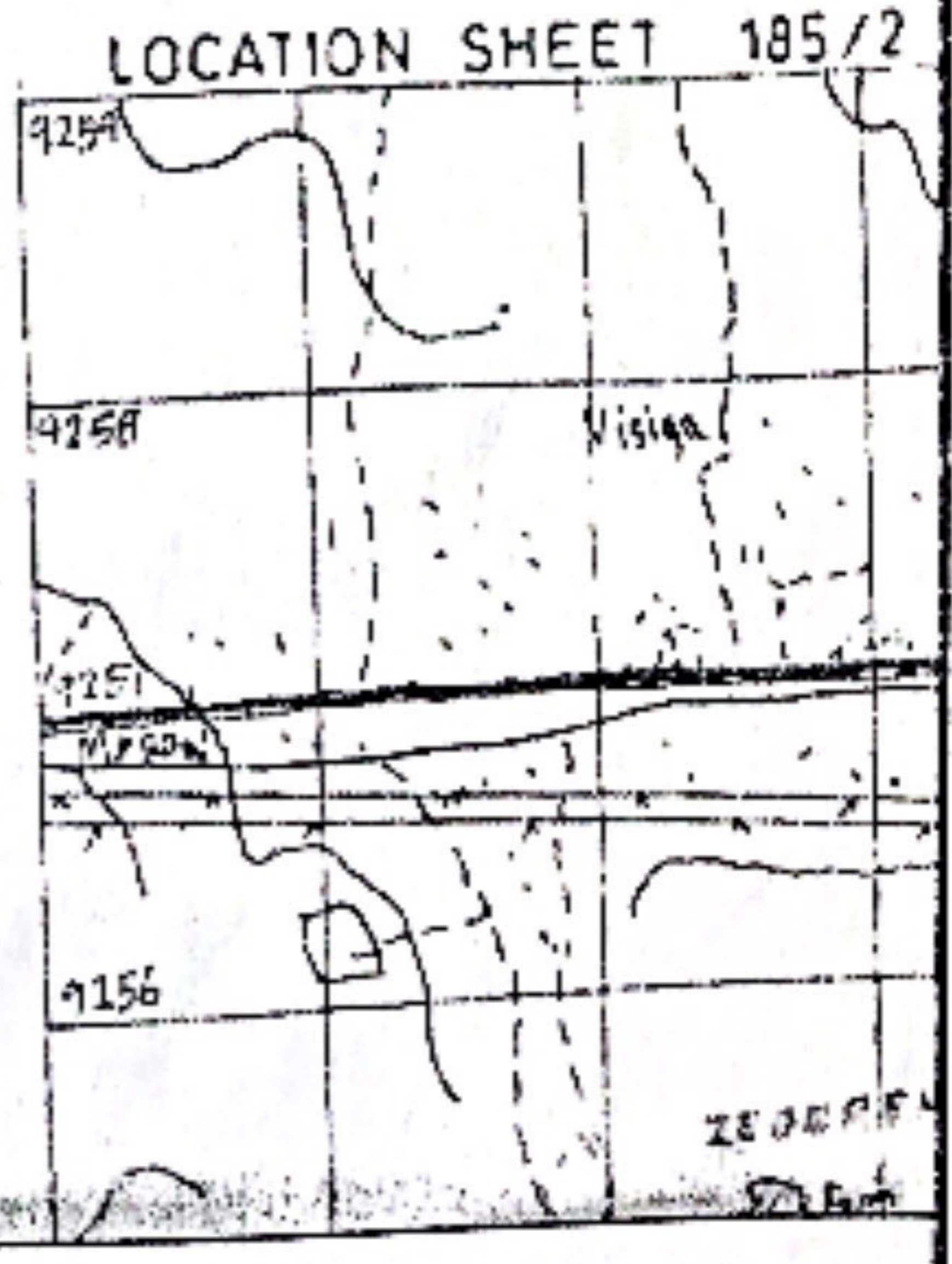
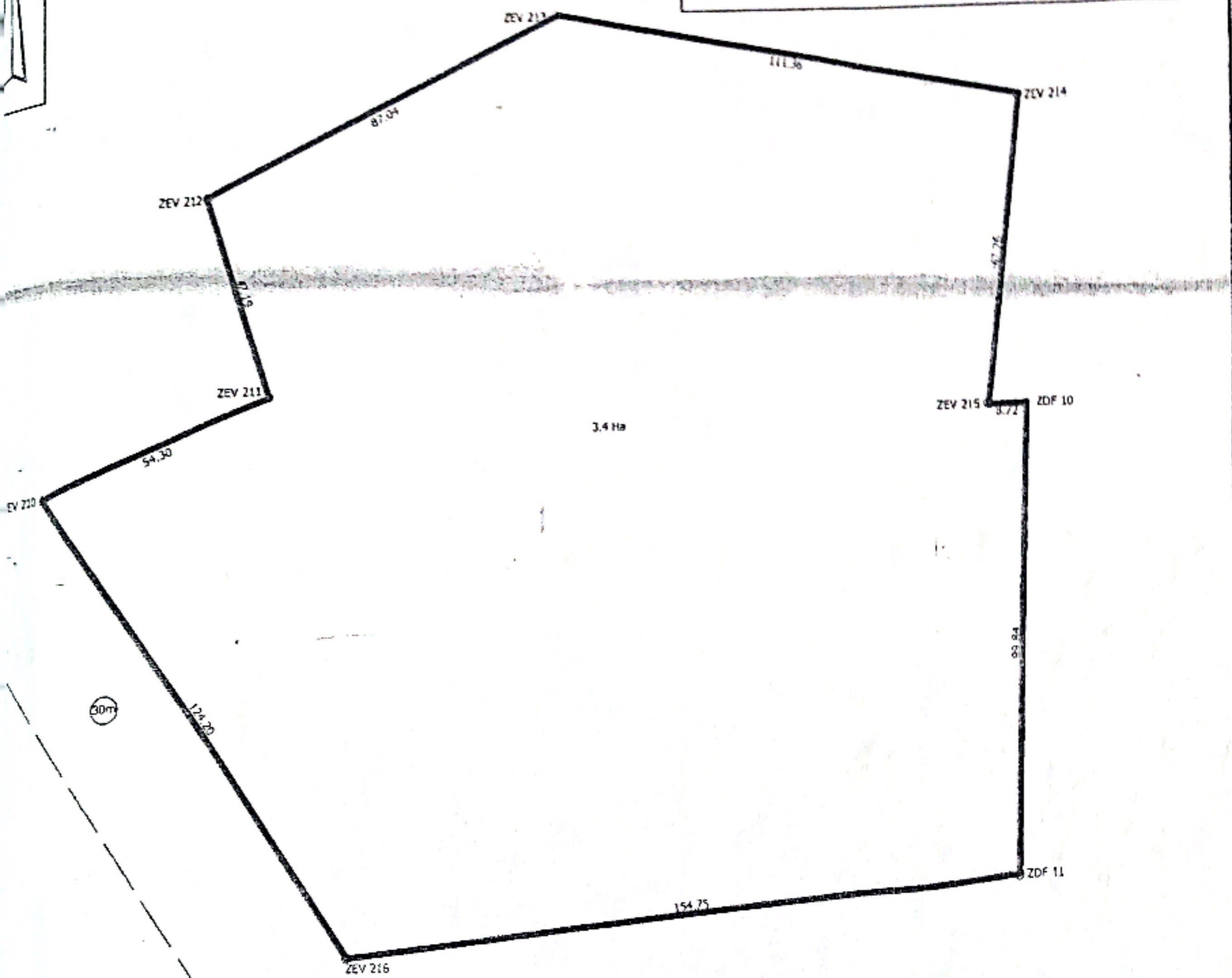
TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 508/- Paid
On Original Receipt Shs. 7235717
of 06-08-2015
Amshereb
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 113,008/- Paid
On Original Receipt Shs. 7235717
of 06-08-2015
Amshereb
Stamp Duty Officer



KIBAHA TOWNSHIP.

LOCATION: ZEGERENI. —
 BLOCK: "D"
 PLOT No: 1
 L.O. No: 528007
 AREA: 3.4 Ha.




COUNTY APPROVED
M. S. M. M.
 30.7.2012

REF TP No. 31 / 41 / 309A

The plan prepared in accordance with Registered Plan No: 69925
 is approved for purpose of the Land Registration ordinance
 Director of Surveys and Mapping *[Signature]* Date 30/12/2014
 Ministry of Lands Human Settlements Development, Dar es Salaam.

Issue of this plan implies no guarantee or
 mission of title by the Government.

TITLE No. 139693
 REGISTERED 30-06-2015
 AT 1:00 pm



[Signature]
 Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Value of Shs. 64090/= Paid
 on Original Receipt Shs. 48616219
 of 03-06-2014

[Signature]
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

AR/sala Title No. 139693
AR/sala L.O. No. 308230 528007
AR/sala L.D. No. 528007. 308230

25th day of

June

Two thousand and fifteen ~~fourteen~~. *AR/ACL*

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 **April, Two thousand and fourteen** 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 amendment in substitution therefor or amendment thereof and to the following special conditions:-

The Occupier having paid rent up to the thirtieth day of June, 2014; shall thereafter pay rent of shillings **one million two hundred seventy five thousand (1,275,000/=)** 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.

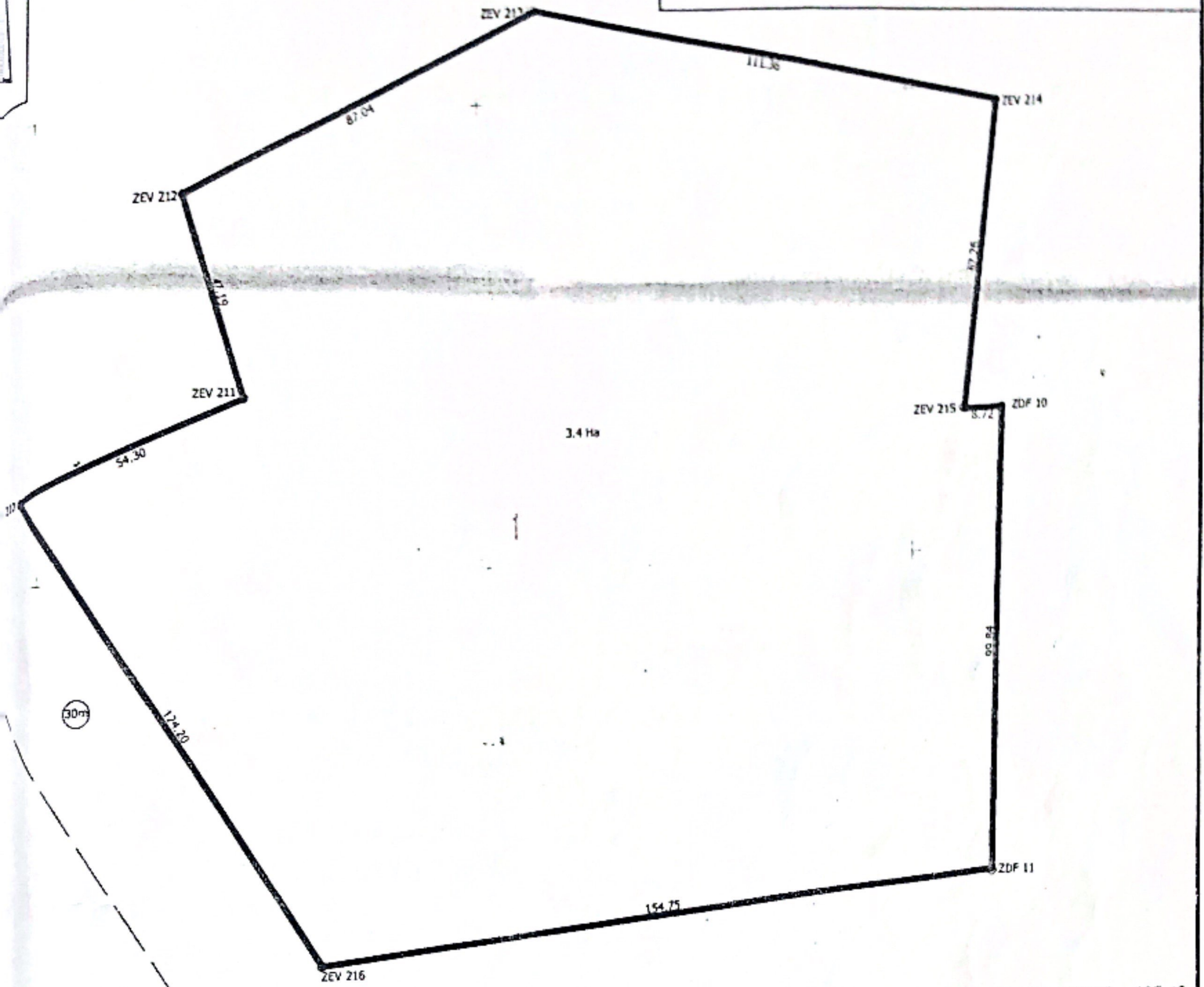
The Occupier shall:-

- (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

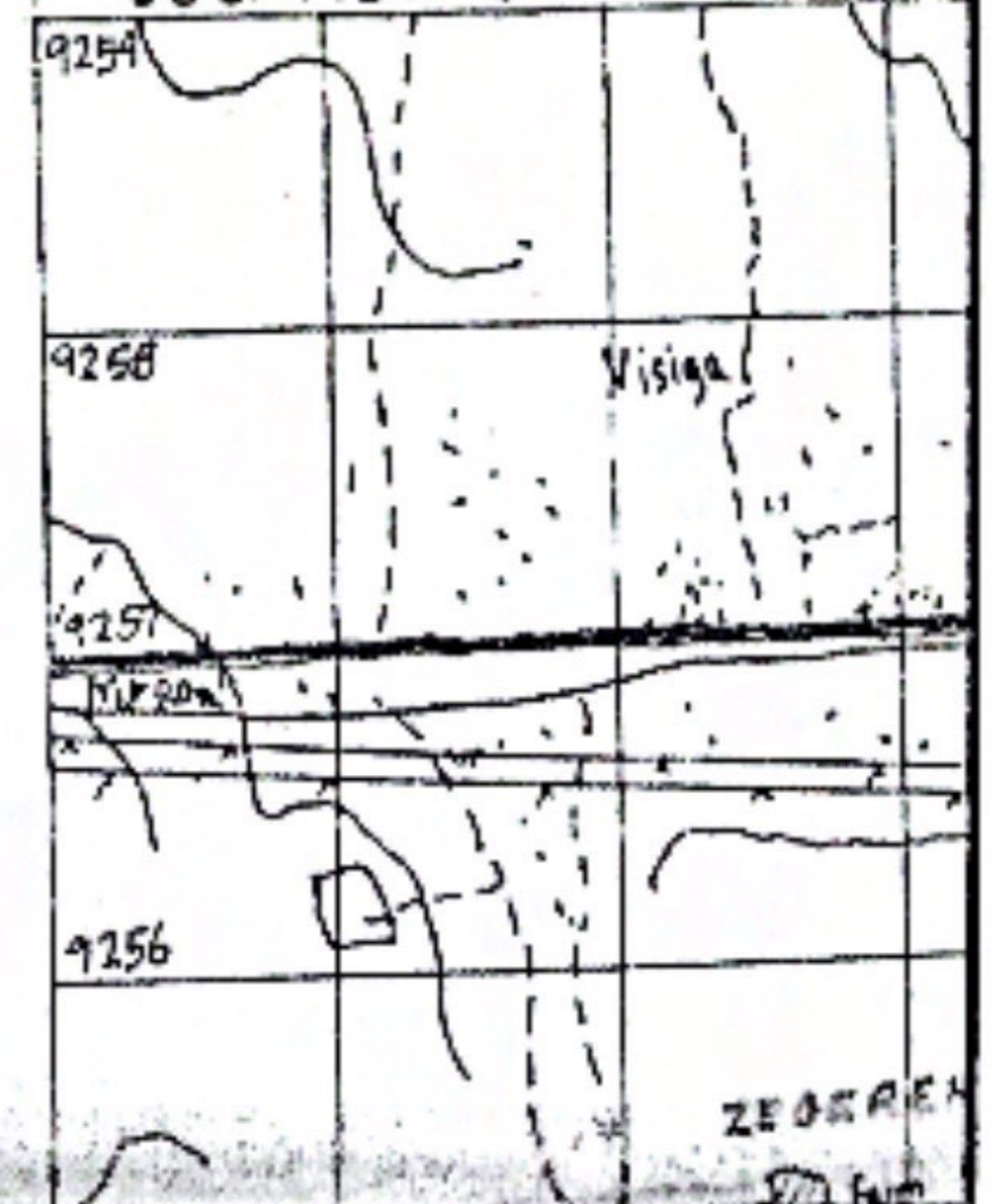
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Building to be in permanent materials.
 - (iv) Submit building plans to the **Kibaha Town 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 **Light Industry** purposes only. Use Group 'N' use class (a) and Use Group 'L' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations in 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 the payment of all premia, taxes and dues prescribed in connection with that disposition.
 6. The President may revoke the right for good cause and in public interest.

KIBAHA TOWNSHIP.

LOCATION: ZEGERENI.
BLOCK: "D"
PLOT No: 1
L.O. No: 528007
AREA: 3.4 Ha.



LOCATION SHEET 185/2



SURVEY APPROVED
SIGNATURE: *M. M. M. M.*
30.7.2012

REF TP No. 31 / 41 / 309A

Issue of this plan implies no guarantee or
conveyance of title by the Government.

The plan prepared in accordance with Registered Plan No: 69925
is approved for purpose of the Land Registration ordinance
Director of Surveys and Mapping: *M. M. M. M.* Date: 30/12/2014
Ministry of Lands Human Settlements Development, Dar es Salaam.



SCHEDULE

that Land known as Plot No. 1 Block 'D' situated at Zegereni in Kibaha Township containing three decimal point four (3.4) Hectares shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered ... deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

... under my hand and my official seal the day and year first above written.

P. Ja
ASSISTANT COMMISSIONER FOR LANDS

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

... LED with the COMMON SEAL of the said)
... TANZANIA INVESTMENT CENTRE and)
... SIGNED in the presence of us)
... 24th day of MARCH, 2015.)

Signature: *[Signature]*)

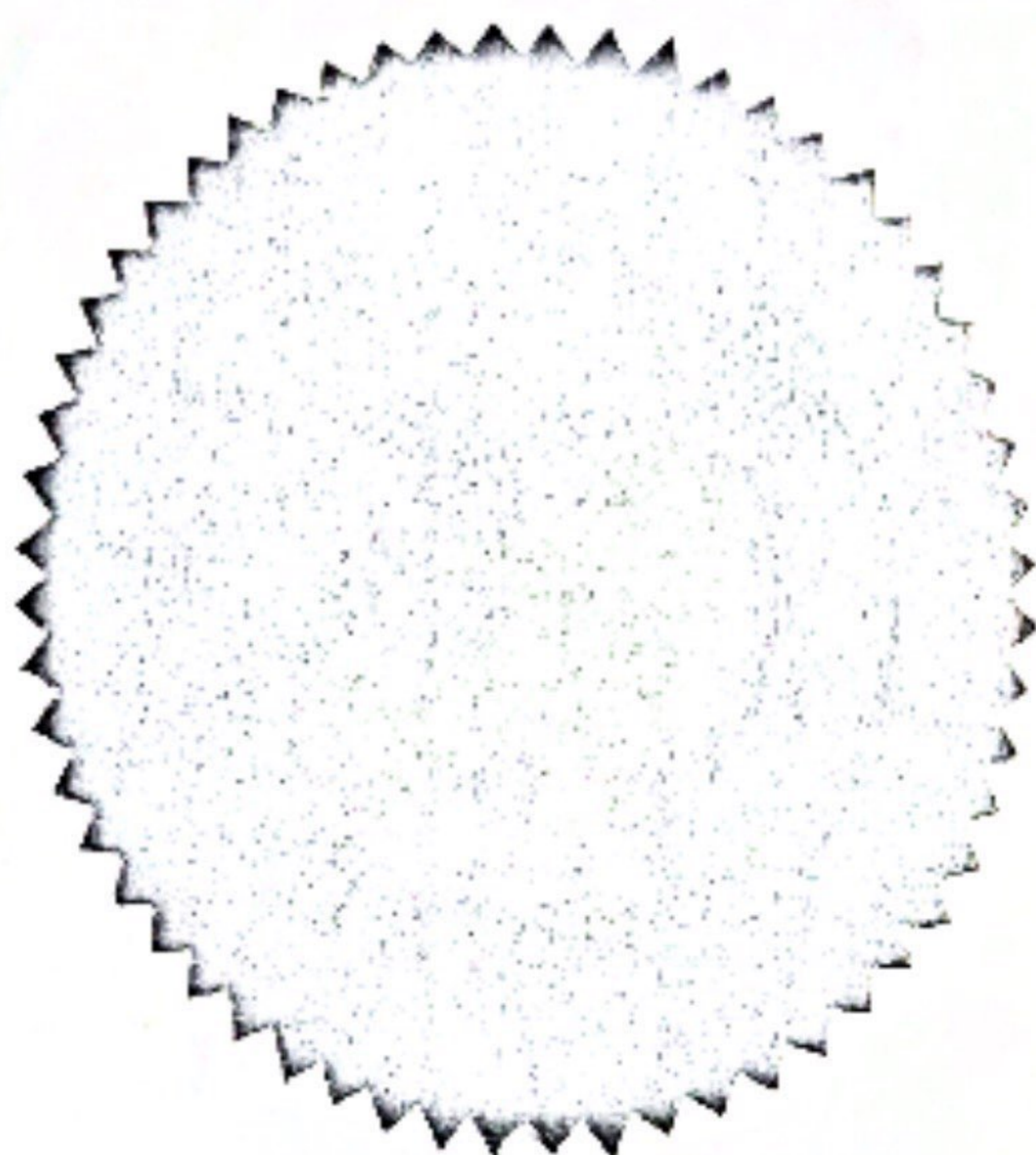
Postal Address: 938 DAR-ES-SALAAM)

Capacity: EXECUTIVE DIRECTOR)

Signature: *[Signature]*)

Postal Address: 938 DAR-ES-SALAAM)

Capacity: LEGAL OFFICER)



LAND REGISTRY DAR - ES - SALAAM

LEASE.

Filed Document No.

171058

Date of Registration

06.08.2015 01.00P

SUNSHINE GROUP LIMITED of PO

BOX 4450, DSALAAM, for a term of 97

years commencing on 01st July, 2015 97

Registered at

5969376

Senior Ass^t Registrar of Titles

[Handwritten Signature]

1831174

1

18-201-1704



KIASI

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SUNSHINE GROUP LTD

MILLION MATA LAWITATI

SHIRAZI WASSITA

NA SENT

LI RENT PLOT BLOCK 2000

PIS

KITUO - Station

ASST

ASST

17

Asst. Registrar of Titles

Asst. Registrar of Titles

Registeredat.....m

No.Registeredat.....m

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