



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:

112

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 171938

L.O. No: 906926

LD No: KTC/LD/PT/2832

Made and entered into this.....^{18th} day ofAPRIL.....2018

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

AND

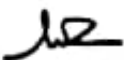
THREE STAR TANZANIA LIMITED

of P.O Box 7321 DAR ES SALAAM and having certificate of incentives No. 042882 (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. 171938 in respect of land within Plot No. 27, Block 'A' 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 April, Two Thousand and Eighteen and expiring on the Thirty First day of March, Two Thousand One Hundred and Fifteen 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 Industrial purposes only; Use Group 'O' 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. **HAVING** paid in advance a total of TZS 732,160/- being the sum of: Land Rent up to June, 2018 (TZS 665,600/-) and ten per cent of the same (TZS 66,560/-) as TIC facilitation fees; thereafter continue to pay an annual Land Rent as assessed by the Commissioner for Lands or Authorized Officer, 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 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 a project for manufacturing of building materials, 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 Town Council (the Authority) 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; and
 - (iii) Complete construction within thirty-six months from the day of commencement of this Lease.
4. **MAINTAIN** on the land throughout the term, adequate drainage and disposal of trade refuse and effluent to the satisfaction of the Authority. And at all times during the term of the lease, buildings erected on land should be maintained in good order and repair to the satisfaction of the Lessee.
5. **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.

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[Handwritten signature]

- (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.
6. 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.
7. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
8. SUBJECT to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
9. 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

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TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 6644/- Appl Form No. 22
On Original Receipt Shs: 1710923/-
of: 6-9-2017
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 100/-
Receipt No: 1710923
of: 6-9-2017
Stamp Duty Officer

Title No: 171938
L.O. No. 906926
KTC/LD/PT/2832


The 5th day of March Two thousand and Eighteen

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 Schedule hereto (hereinafter called "the Land") for a term of Ninety nine years from the first day of July, Two thousand and seventeen 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, 2018, shall thereafter pay rent of shillings Six hundred sixty five thousand six hundred (665,600/=) 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


AP

FILED DOCUMENT No: 197051
REGISTERED ON 28/04/2018
AT: 01:00 PM



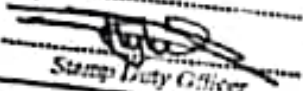
[Signature]
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
Receipt No: 99001773244
of: 25/04/2018



Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1500/- Paid
Receipt No: 99001773244
of: 25/04/2018



Stamp Duty Officer

SCHEDULE

ALL that land known as Plot No. 27 Block 'A' situated at Zegereni in Kibaha Township containing Two decimal point zero eight (2.08) Hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Surveys Plan Numbered 68013 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

[Handwritten signature]

ASSISTANT COMMISSIONER FOR LANDS

We, TANZANIA INVESTMENT CENTRE the within named 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... 20 ... day of ... 09 ... 2017)

Signature: X *[Handwritten signature]*)

Postal Address: P.O. Box 938 DSM)

Qualification: Executive Director)

Signature: *[Handwritten signature]*)

Postal Address: P.O. Box 938 DSM)

Qualification: SENIOR LEGAL OFFICER)



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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 **THREE STAR TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 27, Block 'A' situated at Zegereni in Kibaha Township, measuring Two decimal point zero eight (2.08) Hectares, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 68013 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said **THREE STAR TANZANIA LIMITED** and DELIVERED in the presence of us this.....day of.....2018]

Signature.....
Postal Address..... P.O. Box 7321 DSM
Qualification..... DIRECTOR

Signature.....
Postal Address..... P.O. Box 7321 DSM
Qualification..... COMPANY SECRETARY

SEALED with the COMMON SEAL of the said **TANZANIA INVESTMENT CENTRE** and DELIVERED in the presence of us this...18...day of...04...2018]

Signature.....
Postal Address..... 938 DSM
Qualification..... Executive Director

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

