

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No. 95911
L.O. No. 456643
REF. No. 305403

Made and entered into this^{11th}.....day of October.....2012

BETWEEN

TANZANIA INVESTMENT CENTRE



A body corporate established under THE INVESTMENT ACT, 1997 (ACT No. 26 of 1997) by order published in the Official Gazette as Government Notice No. 291 of 1997, (Hereinafter referred to as "the Lessor") on the one part

AND

M/S SURPASS INTERNATIONAL INVESTMENT COMPANY LIMITED of P.O Box 14836,
DAR ES SALAAM AND HAVING CERTIFICATE OF INCENTIVES No. 041929
(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. 95911 in respect of land within Plot No. 1, Block 'E' measuring **two decimal point seven zero (2.70) hectares**, situated at Mwanambaya, in Mkuranga 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 **98 years** commencing on the first day of **October, two thousand and twelve**, and expiring on the thirteenth day of **September, two thousand one hundred and ten** 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. **PAY** in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings 445,500.00 (Four hundred, forty five thousand and five hundred only) including ten per cent as facilitation fees thereto; 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 a project for manufacturing of footwear products.
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 Mkuranga 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, such as mortgaging, without the consent of the lessor.
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 having paid Land Rent and other charges hereby reserved in PART 'A' Clause '1' hereof, and complied with other terms and conditions hereinbefore contained; shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. UPON breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of 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 that is Lessor or Lessee hereto in respect thereof, either of the parties to the Lease 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 SURPASS INTERNATIONAL INVESTMENT COMPANY LIMITED hereby accept the terms and conditions contained in the foregoing Lease Agreement.

SCHEDULE

ALL that land known as Plot No. 1, Block 'E' situating at Mwanambaya, in Mkuranga District; containing two decimal point seven zero (2.70) hectares, and shown for identification only edged black on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered 68391 deposited at the Office of the Director for Surveys and Mapping at Dar es salaam.

SEALED with the COMMON SEAL of the said M/S SURPASS }
INTERNATIONAL INVESTMENT COMPANY LIMITED and }
DELIVERED in the presence of us this 05th day of }
OCTOBER 2012 }
.....

Signature..... [Signature] }
Postal Address..... P.O. Box 14536 D.S.I.I }
Qualification..... MANAGING DIRECTOR }

Signature..... [Signature] }
Postal Address..... P.O. Box 14536 D.S.I.I }
Qualification..... DIRECTOR }

SEALED with the COMMON SEAL of the said TANZANIA }
INVESTMENT CENTRE and DELIVERED in our presence of us }
this 11th day of October 2012 }

Signature..... [Signature] }
Postal Address..... 938 DSALAM }
Qualification..... Ag. EXECUTIVE DIRECTOR }

Signature..... [Signature] }
Postal Address..... 938 DSALAM }
Qualification..... LEGAL AFFAIRS MANAGER }

SCHEDULE

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INTERNATIONAL INVESTMENT COMPANY LIMITED and }
DELIVERED in the presence of us this 05th day of }
OCTOBER 2012 }

Signature..... *[Signature]* }
Postal Address..... P.O. Box 14536 D.S. }
Qualification..... MANAGING DIRECTOR }

Signature..... *[Signature]* }
Postal Address..... P.O. Box 14536 D.S. }
Qualification..... DIRECTOR }

SEALED with the COMMON SEAL of the said TANZANIA }
INVESTMENT CENTRE and DELIVERED in our presence of us }
this 11th day of October 2012 }

Signature..... *[Signature]* }
Postal Address..... 938 D'SALAAM }
Qualification..... Ag. EXECUTIVE DIRECTOR }

Signature..... *[Signature]* }
Postal Address..... 938 D'SALAAM }
Qualification..... LEGAL AFFAIRS MANAGER }

NO. 147809
15-10-12
11:01am



F. Kelly
Post. Director of Tenn.

POSTAL SERVICE STAMP DUTY ACT
Stamp Duty Due 9000/- Paid
on or before Receipt No. 48576169
15-10-2012
F. Kelly
Stamp Office

POSTAL SERVICE STAMP DUTY ACT
Stamp Duty Due 500/- Paid
on or before Receipt No. 48576169
15-10-2012
F. Kelly
Stamp Office

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21/02/2012.
Land Form No. 22

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4629/209
21/02/2012.
Angida

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 95911
L.O. No. 456643.
L.D. No. 305403.

The 25th day of September, Two thousand and twelve.

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 **January, Two thousand and twelve** 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, 2012; shall hereafter pay rent of shillings **four hundred and five thousand (405,000/=)** 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.
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.

MKURANGA DISTRICT

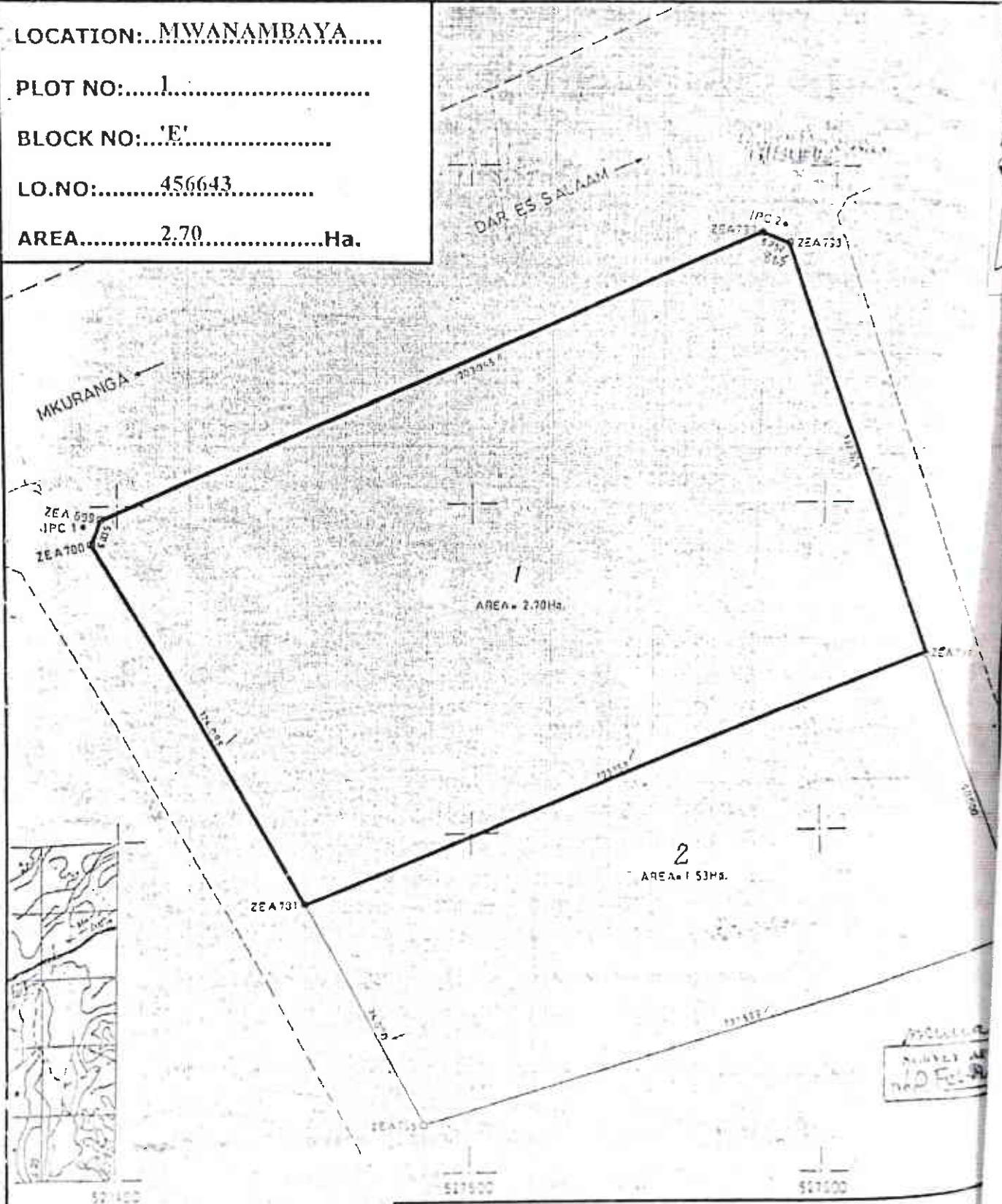
LOCATION: MWANAMBAYA

PLOT NO: 1

BLOCK NO: 'E'

LO.NO: 456643

AREA: 2.70 Ha.



REGISTERED
SURVEY PLAN
NO. 69391

The plan prepared in accordance with Registered Plan No: 69391

is approved for purpose of the Land Registration Ordinance.

Director of Surveys and Mapping M. M. M. M. Date 5/09/20

The issue of this plan implies no guarantee of

SCHEDULE

ALL that land known as Plot No.1 Block 'E' situated at Mwanambaya in Mikurani District containing two decimal point seven zero (2.70) hectares shown for identification only edged ^{block} on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 68391 deposited at the Office of the Director for Surveys and Mapping Dar es Salaam.

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

[Signature]
ASSISTANT COMMISSIONER FOR LANDS

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

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and ^{the})
DELIVERED in the presence of us this 25 day of)
SEPTEMBER 2012.)

Signature *[Signature]*)

Postal Address: 938)

DAR ES SALAAM)

Qualification: AG. EXECUTIVE DIRECTOR)

Signature *[Signature]*)

Postal Address: 938)

DAR ES SALAAM)

Qualification: LEGAL AFFAIRS MANAGER)

