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Date/Time: Mar/27/2025 17:15
Transaction No: DSM01756888
Assistant Registrar of Title

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.: DSM.T.10.75257

Made and entered into this 25TH day of MARCH 2025

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

A body corporate established under The Tanzania Investment Act, 2022 (Act No. 10 of 2022) by order published in the Official Gazette as Government Notice no. 94 of 2023; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

AFRICA WAKAWAKA LOGISTICS CO. LIMITED

of P.O Box 61299 DAR ES SALAAM and having certificate of incentives No. 202211980 (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. DSM.T.10.75257 respect of land within Plot No. P22165 Block 'A' situated at Kigogo Kisarawe II in Kigamboni Municipality Municipality 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 Eight** years commencing on the **First** day of **October, Two Thousand and Twenty Five** and expiring on the **Thirtieth Day** of **September, Two Thousand One Hundred and Twenty Three** 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 **Service Industrial Purposes Only**; Use Group 'M' Use Class (b) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2024, thereafter continue to pay Tshs 1,930,131/= (Tanzania Shillings One Million Nine Hundred Thirty Thousand One Hundred Thirty One) other amount as assessed by the Commissioner for Lands or Authorised 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. **DEVELOP** the land for establishing and operating a project for cargo transportation **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 **Kigamboni Municipality** 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.
 - (iii) Complete construction within thirty six months from the day of commencement of this lease.
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. Fence the land with a good quality fencing, car parking spaces shall be provide as required by the Authority. Loading 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 33 of the Tanzania Investment Act, 2022 or under the provision of the Arbitration, Cap 15 of the Laws of Tanzania.

We, the within-named **AFRICA WAKAWAKA LOGISTICS CO. LIMITED** hereby accept the terms and conditions contained in the foregoing Lease Agreement.


SCHEDULE

ALL that Land known as Plot No. P22165 Block 'A' situated at Kigogo Kisarawe II in Kigamboni Municipality, measuring twenty four thousand four hundred thirty two (24,432) Square Metres shown for identification only edged red registered on the plan attached to Lease Agreement and defined on the registered Survey Plan Numbered DSMS0027108 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.


SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this 23th]
day of MARCH 2025]


Name: GILEAD TERU
Signature: 
Postal Address: 938 DSM
Qualification: EXECUTIVE DIRECTOR



Name: MONICA MWAJILAO
Signature: 
Postal Address: 938 DSM
Qualification: LEGAL MANAGER

SEALED with the COMMON SEAL of the said]
AFRICA WAKAWAKA LOGISTICS CO.]
LIMITED and DELIVERED in the presence of us]
this day of 2025]

Name: Soubh TAO
Signature: 
Postal Address:
Qualification: MD - managing Director

Name: Ji Jingxian
Signature: 
Postal Address:
Qualification: Director



LEASEHOLD TITLE DSMT1075551



Date Registered: 21-Mar-2025, 14:53

Parent Title: DSMT1075257

REGISTRAR OF TITLES
(27-Mar-2025)

I. REGISTERED LESSEES

This is to certify that below listed 1 (one) person is entitled to the Leasehold under Single Tenancy from the 1st day of October 2025 to 30th day of September 2123:

Date of Registration/ Filed Doc. Number	Lessee details
21-Mar-2025, 14:53/ DSMF0034786	AFRICA WAKAWAKA LOGISTICS CO. LIMITED of P.O. BOX 61299, Kigamboni, Dar es Salaam

II. REAL PROPERTY

The below General Land, consisting of 1 (one) land parcel, is granted in whole under this Leasehold title:

District:	Kigamboni
Located in:	Kigogo Kisarawe II, Block A, Plot Number P22165 with total area 24,432.04 Square Metres
Use:	Industrial (Light, Medium, Heavy and Service) , Use Group(s) and Use Class(es) M (a) ;

III. CONDITIONS

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for **Industrial (Light, Medium, Heavy and Service)** purposes only. Use Group(s) and Use Class(es) **M (a)**; as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. See original Lease Agreement.
5. All other conditions prescribed under any Law or Regulations.

IV. DISCLAIMER

The contents of this Leasehold Title do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.





THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

THE LAND ACT, Cap 113
(Under Section 29)



Title Number: **DSMT1075257**

Date of Registration: **19-Mar-2025 [12:47]**

REGISTRAR OF TITLES

(19-Mar-2025)

Registered under section 27 of the Land Registration Act (Cap 334).

I. REGISTERED OCCUPIER AND TENURE

THIS IS TO CERTIFY that **TANZANIA INVESTMENT CENTER** of P.O. BOX 938, Kigamboni, Dar es Salaam (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of **ninety nine (99) years** from the **first day of January two thousand and twenty five** 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 thereof amendment thereof and to special conditions.

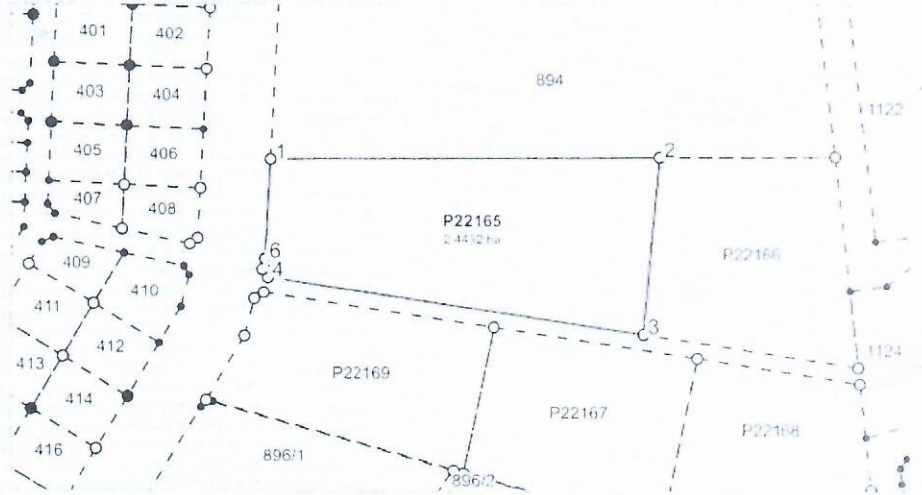
II. DESCRIPTION OF THE PROPERTY

District: Kigamboni
Location: KIGOGO KISARAWA II
Block: A
Plot No.: P22165
Area: 24,432.04 Square Metres
Reg. Plan No.: DSMS0027108

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S

	X	Y
1	542937.17	9234778.80
2	543191.86	9234780.02
3	543181.18	9234664.17
4	542935.35	9234701.07
5	542931.71	9234706.43
6	542933.50	9234713.47



III. CONDITIONS OF THE RIGHT

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for **Industrial (Light, Medium, Heavy and Service)** purposes only. Use Group(s) and Use Class(es) **M (a)**; as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. Any other conditions prescribed under the Land Act and any other written law or regulations.

IV. DISCLAIMER

The contents of this Certificate of Occupancy do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.

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

COMMISSIONER FOR LANDS
(19-Mar-2025)



OCCUPIER:




TANZANIA INVESTMENT CENTER

Signatory 1
(21-Mar-2025)

Signatory 2
(21-Mar-2025)