

**LEASE AGREEMENT**

租赁协议

**BETWEEN**

由

**BEIJING NEW BUILDING MATERIALS (TANZANIA)  
COMPANY LIMITED**

**AND**

**SINOMA EAST AFRICA LIMITED**

**Relating to Rental of 300 Square Meters of Office**

**DAR ES SALAAM**

达累斯萨拉姆



## LEASE AGREEMENT

This **LEASE AGREEMENT** is made this     day 1<sup>st</sup> of     December     2018

该租赁协议签订于

### **BETWEEN**

在下面两公司之间

**BEIJING NEW BUILDING MATERIALS (TANZANIA) COMPANY LIMITED**, a limited liability company incorporated under the laws of the Republic of Tanzania, with Certificate of Incorporation No.68094 of whose address for the purpose of this lease is of Post Office Box 75753, Dar Es Salaam (hereinafter called the "**Lessor**" which expression shall where the context so admits include and extend to persons deriving title under the **Lessor**, its successors and assigns) of the other part.

出租方：北新集团坦桑尼亚有限公司，依据坦桑尼亚法律成立的有限责任公司，公司注册号为 NO. 68094，公司地址为 P.O.BOX 75753，达累斯萨拉姆（以下简称出租方，此表达的含义应该包括和延伸至从出租方获得衍生权力的人员，其继承者和债权人）

### **AND**

和

**SINOMA EAST AFRICA LIMITED** , a limited liability company incorporated under the laws of the Republic of Tanzania, with Certificate of Incorporation **No. 140911** of whose address for the purpose of this lease is of Post Office Box 23205 , Dar Es Salaam (hereinafter called the "**Lessee**" which expression shall the context so admits include and extend to persons deriving title under the **Lessee**, its successors and assigns) of the one part;

承租方：中材国际东非子公司，根据坦桑尼亚法律成立的有限责任公司，公司注册号为 NO. 140911，公司地址为 P.O.BOX 23205，达累斯萨拉姆（以下简称出租方，此表达的含义应该包括和延伸至从出租方获得衍生权力的人员，其继承者和债权人）

### **PREAMBLE 前言**

**Whereas the Lessor** is the owner of Plot No 1010/3/2 , situated at Buguruni area, Ilala, Dar es Salaam ,and all the buildings, outer houses and other structures standing on the said Plot .

鉴于出租方为地块 PLOT NO. 1010/3/2 地块的所有人，该地块位于达累斯萨拉姆的尼雷尔路，该出租方同时也是目前该地块内所有建筑、房屋、以及结构的所有者。



**Whereas the Lessor is desirous of leasing to the Lessee and the Lessee is desirous of renting 300 square meters of office building ( Lease Premises) in the above mentioned plot area on the terms and conditions as hereinafter appearing.**

鉴于出租方愿意向承租方出租租赁物业而且承租方愿意租用租赁物业，双方达成如下条款和条件：

**NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:**

现该租赁协议兹协议如下：

**ARTICLE 1**

条款 1

**DEFINITIONS**

定义

“Agreement” means this **Lease Agreement** between the **Lessor** and the **Lessee** for a period of ...Five.... years;

协议：指本协议是由出租方与承租方所达成为期\_\_5\_\_年的租赁协议；

“Lease Period” means the period from .....**December 1th.....**, 2018.. to ...**December 1<sup>st</sup>.....**, 2023..;

租期：指的是从 2018 年\_\_12\_\_月\_\_1\_\_日至\_\_2023\_\_年\_\_12\_\_月\_\_1\_\_日这段时间；

“parties” mean the signatories to this **Agreement**;

签约方：指的是协议中规定的签字方；

“rent” means the monthly rent of United States Dollars **Two Thousand One Hundred and Twenty-Four** only (USD ...2124.....) payable yearly in advance included VAT

租金：指的是每年预付的包括增值税的月租金\_\_2124\_\_美元；

“USD” means the currency of the United States of America.

美元：指的是美利坚合众国的货币。

1.1 References to the singular include when the context so admits, references to the plural and vice versa and references to Clauses and Annexes are references to Clauses of and Annexes to this agreement.

除非文中另有所指，否则表示单数之词语同时亦含有复数之意思，反之亦然。条款和附件的引用指对本租赁协议条款及附件的引用

1.2 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.

表示一种性别之词语亦包含任何性别的意思，反之亦然；表示人称的词语应该包含有公司的意思。

1.3 The headings as used in this Agreement are for convenience of reference only and shall not effect the construction of any of the terms and provisions thereof.



本协议中的标题仅为了用于引用方便，并不影响本协议中的条款和规定。

- 1.4 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. 若本协议中的任何一条或者多条规定因任何原因在任何方面属于无效、非法或者不可执行的，应视为从未包含在本协议中。

## ARTICLE 2

### 条款 2

#### LEASE PREMISES AND PERIOD

##### 租赁物业和租期

- 2.1 The Lessor hereby demises onto the Lessee the said Lease Premises(300 square meters of office) for a period of FIVE (5) year commencing from December 1<sup>st</sup> , 2018 until and including the day of December 1<sup>st</sup> , 2023. The Lease Period is subject to extension by a creation of a new Lease in accordance with the provisions Article 7.2 herein.

出租方将以上述的租赁物业(300 平米办公室) 出租给承租方，租期为 5 年，租期开始日期为 2018 年 12 月 1 日至 2023 年 12 月 1 日（含此日）。承租方可根据本协议第 7.2 的条款与出租方续签新的租赁合同延伸租期。

## ARTICLE 3

### 条款 3

#### RENT PAYABLE

##### 应付租金

- 3.1 Agreeable rent is \$2,124 per month, vat included .  
作为上述租赁的对价，租金为 ~~柒仟捌佰柒拾陆~~ 美元每月，该租金包括增值税，  
**贰仟壹佰贰拾肆**
- 3.2 In consideration of the leasing stated herein above, the Lessee shall pay the monthly rent of United States Dollars Two Thousand One Hundred and Twenty-Four only (USD 2,124/=) included VAT in twelve months installments and in advance at all times the first seven days such twelve months installment becoming due on the signing of this Lease Agreement and prior to possession of the Lease Premises.  
承租方需提前预付一年房租。。



- 3.3 The payments of the rent shall be subject to deduction of the withholding Rent Tax payable to TRA by the **Lessee** on behalf of the **Lessor** and addition of VAT  
由承租方代付预扣税，承租方承担增值税

#### ARTICLE 4 条款 4

#### THE LESSEE'S COVENANTS

##### 承租方义务

4 The **Lessee** hereby covenants to the **Lessor** as follows:

承租方需要向出租方承担以下义务:

- 4.01 to pay the reserved rent a fore-stated in time;  
按时支付租金;
- 4.02 to use the said **Lease Premises** for lawful commercial purposes only;  
在该租赁物业上从事合法的商业活动;
- 4.03 to maintain the interior of the **Lease Premises** in fair condition, fair wear and tear excepted  
将土地上的建筑物等保持无损坏状态，正常损耗除外;
- 4.04 to take reasonable precautions against the risks of fire  
采取合理的预付措施规避火灾;
- 4.05 to keep the surroundings of the said **Lease Premises** clean and tidy and to comply with all municipal and health regulations applicable to the purposes for occupation and use of the **Lease Premises**;  
在使用该租赁物业的过程中按照市政及健康法规的规定保持租赁物业的干净及整洁;
- 4.06 not to use the said **Lease Premises** in a way which would create nuisance or annoyance to the neighbors;  
不在租赁物业内从事妨碍邻居的活动;
- 4.07 not to sub-let or assign the **Lease Premises** without the prior written consent of the **Lessor**;  
在没有征得出租方书面同意的情况下不得将该场地分租或者转租;
- 4.08 to effect repairs and replace all the fixtures that may be damaged by the **Lessee** and/or its agents, visitors or licensees;



对于承租方、和或其客户、访客或者获许人造成的建筑物的损坏，承租方应当承担维修费或更换费；

4.09 to permit the **Lessor** to enter upon the **Lease Premises** at reasonable times of the day for purposes of inspection, after giving the **Lessee** one working days' prior notice of the intention to view the condition of the **Lease Premises**;

出租方在提前一个工作日通知承租方后，允许出租方在合理的时间进入检查租赁物业的状况；

4.10 not to make any alteration to the permanent structures of the said **Lease Premises** without obtaining prior written consent of the **Lessor**;

在未取得出租方书面同意的前提下，不得擅自改变租赁场地的永久性结构；

4.11 to pay for Value Added Tax on the rent specified under Article 3 herein;

承租方应当根据条款 3 承担租金的增值税；

4.12 to deliver the **Lease Premises** to the **Lessor** with all locks, keys and fasteners complete and in such state of repair and condition and presentations shall be strict compliance with the covenants and agreement in that behalf on the part of the **Lessee** herein contained upon expiration or sooner determination, natural wear and tear excepted.

合同终结时或者即将终结时，承租方应当将租赁物业以本协议承租方所承诺的状况连同所有的锁，钥匙，扣件等归还给出租方，正常损耗除外；

4.13 to pay statutory Rent Tax to the relevant tax authority by deduction thereof from payments of the rent specified under Article 3 herein and provide receipts thereof to the **Lessor** within thirty days of each such payment of the rent.

法律规定的其他设计土地的税费由承租方支付后，承租方在支付该费用三十天内将相应的收据提供给出租方，该费用可在条款 3 所列明的租金中扣除。

## ARTICLE 5

### 条款 5

#### THE LESSOR'S COVENANTS

##### 出租方的义务

5.1 The **Lessor** hereby covenants to the **Lessee** as follows:

出租方对承租方承担义务如下：



- 5.1 to keep the exterior of the **Lease Premises** together with the roof, trusses, main structural walls and other parts of the structure of the **Lease Premises** in fair tenantable repair and condition;  
出租方将租赁物业的外貌和其屋顶、支架、主结构墙及其他结构保持适租状态;
- 5.2 that the **Lessee** paying the rent hereby reserved and observing and performing the several covenants and conditions as hereinabove on their part, shall peacefully hold unto and enjoy the tenancy of the demises premises throughout the term herein created **WITHOUT** interruption by the **Lessor** or any person rightfully claiming under or in trust for the **Lessor**;  
承租方按照协定要求遵守相关义务情况下, 在合同签订期限内不受出租方或其授信方打扰的权利;
- 5.3 to pay land rent, municipal rates and other taxes payable by the **Lessor** as the Owner of the Lease Premises to the relevant authorities promptly;  
按时支付地租、市政税及其他应当由租赁物业所有人所应当支付的税费。

## ARTICLE 6

### 条款 6

#### THE LESSOR AND THE LESSEE'S DECLARATION

出租人和承租人的声明

**6.0** The **Lessor** and the **Lessee** hereby further agree and confirm:

出租人和承租人在此进一步同意和确认:

- 6.1 that if at any time during the contractual period the **Leased Premises** becomes damaged by fire or unfit for habitation through no fault of the **Lessee**, or by force majeure, the **Lessee** may immediately terminate this Lease Agreement and the **Lessor** shall refund to the **Lessee** any portion of the rent paid in advance beyond the date of such termination less the Rent Tax within thirty days of the date of termination and on return of possession of the **Leased Premises**.

在承租期间, 若租赁物业因非承租方过错导致的火灾或不可抗力原因等造成不适合居住的状态, 承租方有权立即终止合同, 出租方应当将预付超过终止日的租金扣除相应的税费后在终止日三十天内归还给承租方, 而承租方交还租赁物业的占有权。

- 6.2 In the event the rent hereby reserved or any part thereof shall at any time be in arrears and remain unpaid for a period of twenty one (21) days after the same has become due and payable, whether or not formally or legally demanded, or if the **Lessee** fails or neglects



to perform and observe any of the covenants and conditions herein contained and on his part to be performed and observed, or if the **Lessee** becomes bankrupt or is wound up whether voluntarily or compulsorily otherwise than for the purposes of amalgamation or reconstruction's, then and in the event of any such case the **Lessor** may at any time thereafter re-enter upon and repossess the **Lease Premises** or any part thereof and hold onto the same as if this **Lease** had not been granted but without prejudice to any right of action or remedy of either party for any antecedent breach of the covenants herein contained.

若承租方在应当缴纳租金义务日起 21 天内仍未缴纳租金，或者承租方不履行上述义务，或者承租方被破产，清算，合并或重组除外，出租方有权收回租赁物业，并视为该地产并没有租赁，但不影响对任何违反本协议所述的义务的采取行动或者补救措施的权利。

6.3 Should the Lessor require possession of or Lessee desire to vacate the demised premise, six (6) months notice of his desire in writing to the other party is required.

6.4 that the Stamp Duty on this **Lease Agreement** shall be paid for by the **Lessee**.

由本租赁协议的印花税由承租方支付

## ARTICLE 7

### 7.0 CONFIDENTIALITY

保密条款

7.1 The **Lessor** and its agents undertake not to use or disclose the **Lessee's** information of its activities in the **Leased Premises**, except as necessary to or consistent with providing the contracted services, to protect against unauthorized use (e.g. disclosure of information to the **Lessee's** competitors).

出租方及其代理方保证不使用或者透露，防止非授权使用承租方的相关信息及在租赁物业的活动（例如向承租方的竞争对手泄漏信息），除了提供按照协议提供相关服务外。

7.2 That if the **Lessee** shall be desirous of a renewal of this Lease Agreement then the **Lessor** shall grant a fresh Lease Agreement and at such rent and on such terms and conditions as shall have been mutually agreed upon by the parties hereto **PROVIDED** that the **Lessee** shall have given to the **Lessor** a prior notice of at least six (6) months in writing of its intention prior to the expiry of the period herein provided.



租赁期限结束后，承租方有优先续约权，但承租方应当在合同期结束前至少六个月以书面形式向出租方表明意愿。如果承租方有意愿续签本租赁协议，则出租方应该提供一份新的租赁协议，该条款和条件需要由双方共同商定。

## ARTICLE 8

### 8.0 SERVICE OF NOTICE

通知服务

8.1 All Notices shall be in writing.  
所有的通知应当以书面形式。

8.2 For the purposes of service of Notice under the provisions of this Lease Agreement a Notice shall be deemed to have been duly given or made when it shall be mailed by a registered mail at the postal address stated herein above of the party intended for service.  
本租赁协议所规定的通知服务应当是按时送达或者是准时通过协议上缔约方所注册的邮政信箱进行邮寄。

## ARTICLE 9

条款 9

### 9.0 DISPUTE CLAUSE

争议条款

9.1 Any dispute arising from or in connection with this **Lease Agreement** shall be settled amicably between the parties, failing which the aggrieved party may take legal action at the Commercial Division of the High Court of Tanzania.

本租赁协议所产生的争议应当由缔约方友好协商解决，若协商不成，受损方可通过坦桑尼亚高等商业法院起诉。

## ARTICLE 10

### 10.0 MISCELLANEOUS PROVISIONS

其他条款

10.1 Notwithstanding the above terms and conditions of this **Lease Agreement**, it is hereby further agreed that any permanent structures and improvements made by the **Lessee** shall be considered as part of the **Lease Premises**.

无论如何，场地内的永久建筑物包括由承租方改进及增建的建筑物均属于租赁物业的一部分。

10.2 All matters arising from or in connection to this **Lease Agreement** shall be governed and construed in accordance with Tanzanian laws.



该协议适用于坦桑尼亚法律。

IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:  
兹证明缔约方通过下面表明在本契约所写明的首个时间本协议立即生效:

SIGNED, SEALED and DELIVERED at Dar es Salaam

by the said BEIJING NEW BUILDING MATERIALS (TANZANIA) CO.,LTD in the presence of us

this 1<sup>st</sup> day of December 2018

} \_\_\_\_\_

SEAL

在我们面前呈现, 在达累斯萨拉姆市签署, 盖章和交付

Name 姓名: Xiao Yue Nan

Address 地址: P.O Box 75753, DSM

Signature 签署: [Handwritten Signature]

Designation 职位: Director



SIGNED, SEALED and DELIVERED at Dar es Salaam

by the said SINOMA EAST AFRICA LIMITED in the presence of us

this ..... day of ..... 2018

} \_\_\_\_\_

在我们面前呈现, 在达累斯萨拉姆市签署, 盖章和交付

Name 姓名: Lu xiao qiang

Address 地址: \_\_\_\_\_

Signature 签署: [Handwritten Signature]

Designation 职位: DGM

