

**LEASE AGREEMENT
DATE AND PARTIES**

This lease agreement is made on this 21st day of May, 2021

between

REHEMA ISMAIL SADIQUE of P.O.BOX 954, Dar es Salaam, hereinafter referred to as "The Lessor" which expression shall include his successors and assignees, (on one part)

And

SHANGHAI AGRICULTURAL DEMONSTRATION PARK (TANZANIA) CO LID of P.O.BOX 77800, Dar Es Salaam, a limited liability company incorporated in Tanzania, herein after referred to as "The Lessee", (of the other part).

Part 1:

Introduction

DEFINITIONS

In this lease, the following terms shall have the following meaning;

- Permitted Use:** Means the use of the property as office premises and storage facility for assembling production.
- Property:** Means the left plot and its buildings located in Gate 9, No. 55, Mikocheni Light Industrial Zone (see the attached figure)
- Property Taxes:** Means all rates, taxes, assessments, duties, charges and expenses now or at any time payable in connection with the property, including with holding tax, but excluding the tax assessors of the rentals owned by the lessor or any superior landlord in connection with the disposal of the property.
- Rent:** Means the semi-annually rent payable during the first year of the term.
- Rights:** Means the rights described in this lease.
- Service Channels:** Means all facilities for the supply of drainage, water, gas, electricity, telecommunications and other services including cisterns, ewers, pipes, drains, wires, cables, dusts and aerials.
- Clause and Schedules:** Means respectively clause or schedules in this lease unless the content shows a contrary meaning.

Part 2:

GRANT TO TENANT

LETTING

The Lessor lets and the lessee takes the property and the other rights of the rent and on the terms set out in this lease.

COMMENCEMENT AND NOTICE OF TERMINATION:

This lease shall come into force from the date of signature by both parties. The lease term is ten (10) renewable years. This Agreement shall not be terminated except in case of force majeure. If the lessor unilaterally terminates the lease, it shall compensate the lessee for all the investment in the new construction and repair of the leased property according to the fair market value at that time.

QUIET ENJOYMENT

The lessor agrees that if the Lessee pays the rent and any other money payable under this lease and

complies with all its obligations under it, it may quiet hold and enjoy the property during the term without any interruption or disturbance by the lessor or any person claiming under or in trust for him.

If the operation of the land leased by the lessee is not satisfactory, the lessee has the right to sublet the whole or part of the land to a third party. The lessor shall provide necessary cooperation.

Part 3:

Rent and other financial provisions

The lessee shall pay rent to the lessor and without deduction to a specified bank account with all names involved acknowledgment of receipt of rent in writing and that the receipt shall be conclusive evidence of payment of such rent.

During the lease term, the rent for the first five years is Tshs. 12,000,000 per year, and the rent for the next five years is Tshs. 14,400,000 per year.

The rent is paid semi-annually for 20 periods.

The lessee shall pay the rent for the current period before the beginning of each lease.

The landlord shall pay all property tax in respect of the property as shall be assessed and levied by the government.

The lessee shall pay the full amount of the rent to the landlord and also pay the withholding tax to the government.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. Any and all other written or oral agreement hereof are expressly cancelled. Any modification of this agreement shall be in writing and signed by the authorized representative of both parties.

DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall be brought to the competent courts of the United Republic of Tanzania and the laws of that country shall apply.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as per the terms and in the manner as here in prescribed.

Signed and delivered by the said **REHEMA ISMAIL SADIQUE** Who known to me..... on this 23 day of 05 2021.

Name: **REHEMA ISMAIL SADIQUE**

Signature: 

Lessor

Date: 23/05/2021

Signed, sealed with the common seal of **SHANGHAI AGRICULTURAL DEMONSTRATION PARK (TANZANIA) CO LTD** at Dar es salaam and in our presence this..... day of..... 2021.

Name: **Wu Bing 吴兵**

Lessee

Signature: 

Designation: **Director**

Date: 23 May 2021

Witnessed by

Name: FOID NAKANE

Address: '65253, DAR-AS-SALAAH
Signature: *[Signature]*
Designation: ADVOCATE



Certified True Copy of the Original
Sign: *[Signature]* Date: 04/10/2021
ENID MAKAME
Advocate, Notary Public & Commissioner for Oaths