

Date: 10<sup>th</sup> July, 2021

**LONG TERM LEASE**

This Long Term Lease is made on this *10<sup>th</sup> July, 2021*, between the parties listed below being registered companies in the United Republic of Tanzania as listed below:

NAME	DETAILS
M/s Paradise Holiday Resort Limited	P.O. Box 40121 Dar es Salaam, Tanzania (hereinafter known as "Lessor")

And

NAME	DETAILS
M/s Long Men Ke Zhan Limited	P.O. Box 13989 Dar es Salaam, Tanzania (hereinafter known as "Lessee")

Both Lessor and Lessee shall collectively be known herein as "the Parties".

**BACKGROUND**

WHEREAS, Lessor desires to lease all that piece of land registered under Certificate of Title No. 48057 located at Bagamoyo, Tanzania, copy of Title attached overleaf, known herein as the "Property", under the terms and conditions set forth below;

WHEREAS, Lessee desires to acquire the property offered by Lessor under the terms and conditions set forth below; and, therefore,

**TERMS AND CONDITIONS**

IN CONSIDERATION of the mutual promises exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

**1. Description of Property.**

All that property known as all that piece of land registered under Certificate of Title No. 48057 located at Bagamoyo, Tanzania inclusive of all that is contained therein;

## 2. Representations, Warranties, and Disclosures

### a. Warranties.

The property is transferred "AS IS", and Lessor does not in any way, expressly or impliedly, give any warranties to Lessee. Lessor expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose.

### b. Lessee Representation.

The individual signing this agreement on behalf of Lessee hereby represents to Lessor that he or she has the power and authority to do so on behalf of Lessee.

## 3. Conditions of Lease:

The Lessor agrees to lease to the Lessee said property for a period of seven years accruing from the month of July, 2021 to July 2028.

The Lessor agrees to transfer said property to the Lessee for the sum of **United States Dollar Two Thousand, Five Hundred Only (USD. 2,500)** only every calendar month; for a period of seven years.

The Lessee shall pay rent in arrears for a period of one year from sign of contract exclusive of withholding taxes and any taxes due.

The Lessee shall commit to take care of the property in good condition, with annual inspection of the property to ensure standards are maintained;

The Lessee also has a first right option to purchase the property on expiry of seven year long term lease.

## 4. Continuation of Representations and Warranties.

All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this agreement. It is also hereby agreed that:

- In the event of the Lessor withdrawing from the Lease Agreement; the Lessor shall pay the Lessee Sum Total of United States Dollar Thirty Thousand (USD.30,000) via bank transfer or mode agreeable to the Lessee as inconvenience fee;
- The Lessor also warrants that there are no pending liabilities that shall hinder occupancy of the property by the Lessee;

- Both parties also commit to making all necessary arrangements in good faith that will facilitate smooth process to successful completion;

**5. Indemnification of Attorneys Fees and out-of-pocket costs.**

Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.

**6. Integration.**

This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

**7. Acknowledgements.**

Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

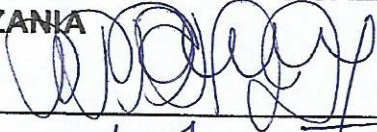
**8. State Law.**

This Agreement shall be interpreted under, and governed by, the laws of the United Republic of Tanzania.

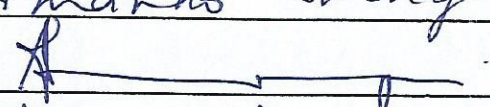
In Witness Whereof and acknowledging acceptance and agreement of the foregoing, Lessor and Lessee affix their signatures and seals hereto.

**LESSOR**

**M/s PARADISE HOLIDAY RESORT LIMITED  
P.O. BOX 40121 DAR ES SALAAM,  
TANZANIA**

  
\_\_\_\_\_  
Dated: 12/8/, 2021


**WITNESS**

Armando Swenya  
\_\_\_\_\_  
  
\_\_\_\_\_  
Advocate  
\_\_\_\_\_  
Dated: 12/8/, 2021

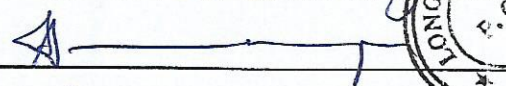


**LESSEE**

**M/s LONG MEN KE ZHAN LIMITED,  
DAR ES SALAAM,  
TANZANIA**

  
\_\_\_\_\_  
Dated: 12/8/, 2021

**WITNESS**

Armando Swenya  
\_\_\_\_\_  
  
\_\_\_\_\_  
Advocate  
\_\_\_\_\_  
Dated: 12/8/, 2021

