

LEASE AGREEMENT

LANDLORD: SPRINGCITY INFRASTRUCTURE MANUFACTURING CO. LTD

P. O. BOX 31829,

DAR ES SALAAM.

TENANT: QILIN TANZANIA LIMITED

P. O. BOX 1613,

DAR ES SALAAM.

TENANT TIN NO: 141-062-743

PROPERTY: ONE STORE AT MBEZI BEACH PLOT 197. GODOWN NO 7

RENT: TSH. 1,000,000/= PER MOTH VAT INCLUSIVE

PERIOD: Period is for 3 three years from 01/01/2022 to 31/12/2025

PAYMENT: Payment is made every twelve months

1. THE TENANT'S COVENANTS:

The Tenant hereby covenants with the Landlord as follows:

- a) To pay the rent hereby reserved on the days, in the manner, and in the currency aforesaid.
- b) To pay suppliers thereof all charges for telephone, electricity including meter rent (if any) used in the demised premises as well as sewerage, sanitation, and conservancy charges with effect from date the tenant shall enter into occupation of the demised premises.
- c) To pay all taxes
- d) To keep the outside and interior of the demised premises and the appurtenances thereof including doors, windows, floors, ceiling, all glasses in the doors and windows, windows, waste water drains and other pipes and sanitary water apparatus therein and other outbuildings structures and erections as well as fixtures, fittings, equipment and appliances therein good substantial repair and condition throughout the term (fair wear and tear and damage by accidental fire, tempest or inevitable accede accident expected) and to replace te landlord's fixtures, fittings, appliances and equipment that may be damaged or become damaged beyond repair during and at the expiration or sooner determination of the said term.
- e) Not to make and structural alterations in or additions to the demised premises without the Landlord's written consent: provided that consent shall not be unreasonably withheld
- f) To use the demised premise for office related purposes
- g) Not to do or permit to be done upon the demised premises or any part thereof anything that may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, neighbors or occupiers of the property in the neighborhood or in any way interfere with the quiet occupation or comfort of the neighbors.
- h) To comply with local authority regulations relating to the demised premises.

- i) Not to assign, sublet or part with possession of the demised premises or any part thereof without previous consent in writing of the landlord provided that possession and/or occupation of the demised premises by any person being an employee of the tenant shall not be deemed to constitute an assignment or subletting thereof.
- j) To permit the Landlord or her duly authorized surveyor or agent upon the demised premises and make an inventory of the Landlord's fittings, fixtures, equipment and appliances thereof.
- k) Not to take upon, keep, place or store any dangerous or inflammable material in the demised premises.
- l) At the termination or sooner determination of the term hereby created to yield up the demised premises together with all fittings, fixtures, equipment and appliances (if any) in such good, tenable repair and condition as the demised premise were at the time of the execution of the agreement (fair wear and tear excepted)

2. **LANDLORD'S COVENANTS:**

Provided hereby covenants with the tenants as follows:

- a) To permit the TENANT paying the rent hereby reserved and performing and observing the covenants and stipulations contained on their part, to peacefully hold and stipulations herein contained on their part, to peacefully hold and enjoy the demised premises during the term hereby created without any interruption by the LANDLORD or any person rightfully through, under or in trust for the LANDLORD

3. **MISCELLANEOUS.**

Provided always that it is hereby declared as follows

- a) One month prior to the expiration of the lease, upon notice issued by the Landlord to the tenant, the parties shall make a Joint inspection of the premises to identify any defects and any Damage required to be made good by the tenant prior to handing over of the premises.
- b) In the event of the demised premises or any part thereof being damaged destroyed by fire doing the continuance of the term hereby reserved or a fair proportion thereof according to the extent and nature of the damaged sustained, the lease shall be suspended until the demised premise shall again be rendered fit for occupation and use.
- c) If the rent hereby reserved or any part or any part thereof shall be unpaid (whether formally demanded or not) and if there shall be any breach, non-performance or non-observance by the tenant of any part of the covenants and conditions hereinbefore contained it shall be lawful for the Landlord at any time thereafter to enter upon the demised premises, and this demise shall absolutely determine without prejudice to any right of action or remedy of the Landlord in respect of any breach of the covenants by the tenant hereinbefore contained.
- d) If either party shall desire to determine the term hereby granted, the party shall give other party two months previous notice in writing or equivalent rent in lieu of notice and in that case the tenant shall up to the time of such determination pay the rent and in case either

party shall perform and observe all the covenants on their part hereinbefore reserved and contained shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of contract.

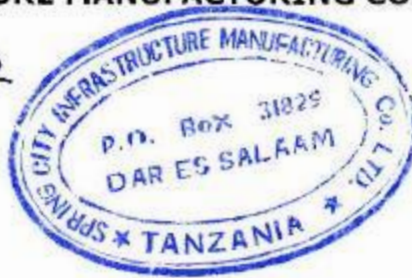
- e) If the tenant shall be desirous of taking a new lease of the demised premises after expiration of the term hereby granted they shall deliver to the Landlord or leave or send by registered post to their last known address in Tanzania notice in writing of not less than two months before the expiration of the term hereby granted and the rent that the parties hereto shall have mutually agreed but subject in all respects to the same terms and conditions herein contained the present clause expected.

SIGNED & DELIVERED by

(Director) **SPRING CITY INFRASTRUCTURE MANUFACTURING CO.LTD**

Who is personally known to me
Known to me this 01 day of JAN, 2022
at Dar es Salaam.

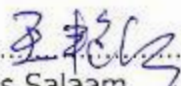
Signature: 
Address: Dar es Salaam
Qualification: LANDLORD



SIGNED & DELIVERED by

(Director) : **QILIN TANZANIA LIMITED**

Who is personally known to me
Known to me this day of
at Dar es Salaam.

Signature: 
Address: Dar es Salaam
Qualification: TENANT



35674

70/=

Form 92B

30-8-89

L.O.No. 107473

5/962265

DM/L/No. 31906

12.00 PM

11-11-87

[Signature]

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

10
One hundred and eighty ~~eight~~ *None*

day of *August*

140/= One thousand 5/962265

11-11-87

Falsio

TITLE NO. 35674

[Signature]

HIS IS TO CERTIFY that THE - TE CLEARING HOUSE LIMITED a limited liability Company incorporated in Tanzania and having its registered Office in Dar es Salaam of P.O.Box. 70 DAR ES SALAAM (hereinafter called "the Occupier") is entitled to a 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 October One thousand nine hundred and eighty seven according to the true intent and meaning of the Land Ordinance and subject to the provisions hereof and to any regulations made thereunder and to any enactment in substitution herefor or amendment thereof and to the following special conditions:-

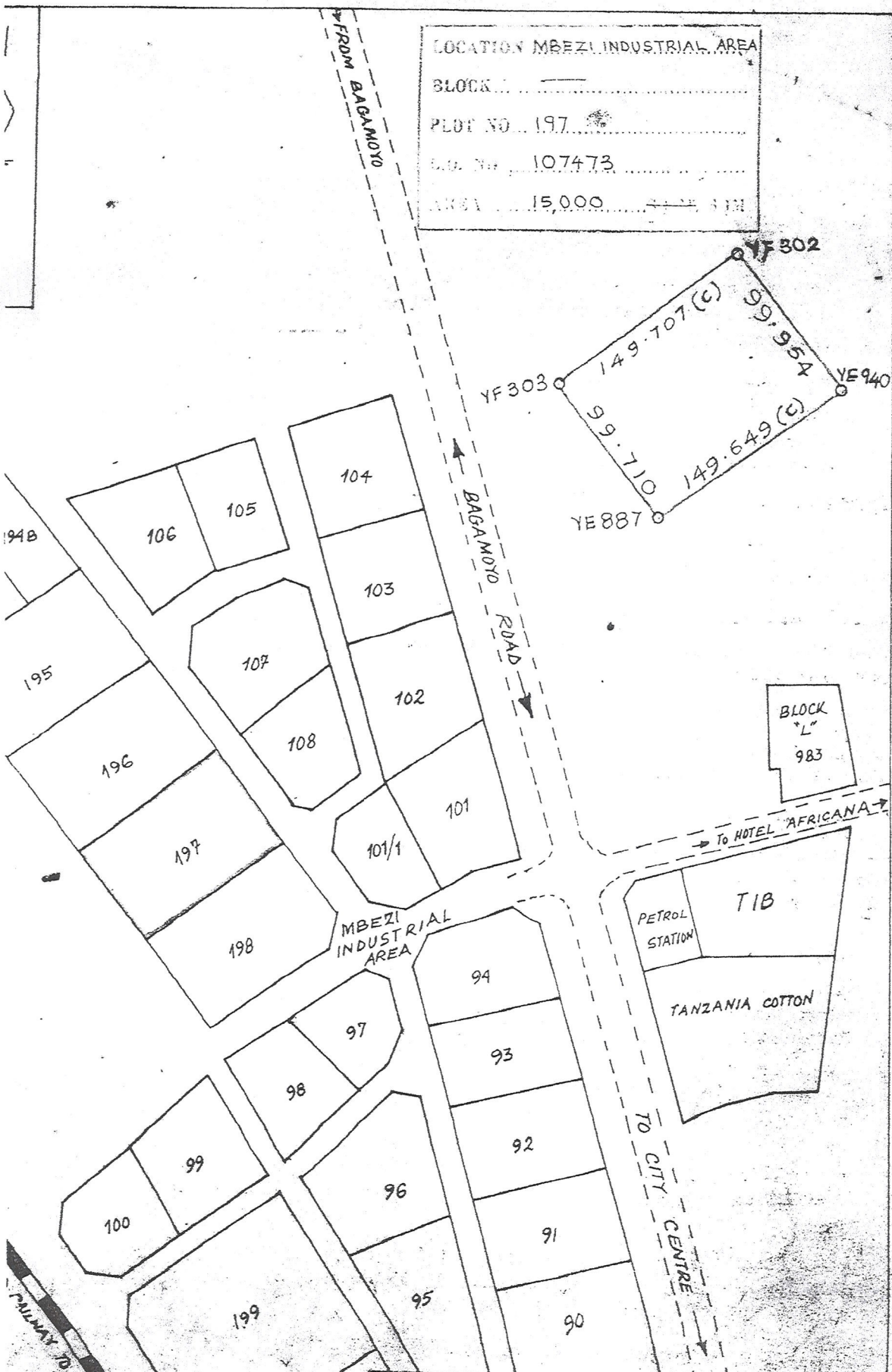
1. The Occupier having paid rent up to the thirtieth day of June 1988, shall hereafter pay rent of shillings twenty two thousand seven hundred (shs. 2,700/=) a year in advance on the first day of July in every year of the term without any reduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1997, 2007, 2017, 2027, 2037, 2047, 2057, 2067, and 2077 or within three years thereafter in each case.

2. The Occupier shall:-

- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Dar es Salaam City Council (hereinafter called "the Authority");
- (ii) By the thirty first day of March 1988, submit to the Authority such plans for buildings (including block plans for the buildings (land entry drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of September 1990;
- (v) At all times during the term after the thirtieth day of September 1990; have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Director for Lands Development services (hereinafter called "the Director");

DAR-ES-SALAAM CITY

LOCATION MBEZI INDUSTRIAL AREA
 BLOCK
 PLOT NO. 197
 S.D. NO. 107473
 AREA 15,000 M²



the land of
land
F
blige

rial
e

ity
only
survey
Mapping

AT

This plan prepared in accordance with Registered Plan No. 108-77
 is approved for the purposes of the Land Registration Ordinance

RAILWAY TO WAZIRI

- (vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as heretofore provided;
- (vii) 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 there at the Occupier's expenses as assessed by the Director for Survey and Mapping.

Approval of plans of any building by the Authority shall not imply that construction of such a building will satisfy the Occupier's obligation under conditions of the Right and shall not imply waiver or modification of any of them in the Right.

3. - (i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Director;

(ii) Occupation or use of the whole or any part of the land or building by any person other than the Occupier or its employees, agents, contractors or members of the household shall be deemed a dealing with the land or building.

4. The Director shall have an absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2 (iv) will not receive consent except in special circumstances of which the Director shall be the sole judge.

5. The Occupier shall further:-

- (i) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
- (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
- (iii) Provide and maintain on the land such ablution facilities and take all such hygienic measures as may be required by the said Medical Officer of Health;
- (iv) Fence the land with a good quality fencing, car parking spaces shall be required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

6. The Occupier shall pay to the Minister on demand made by the Director on his behalf:-

- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by the Government for the land during the term of the Right;

iii) such sum as the Director shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

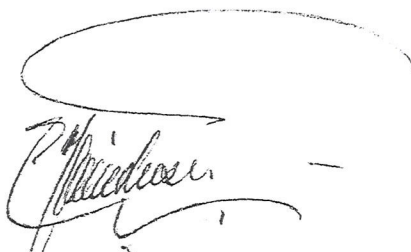
7. The land and the building to be erected thereon shall be used for industrial purposes only, Use Group "O" as defined in the Town and Country Planning (use classes) Regulations 1960.


8. The President may revoke the Right for good cause and in public interest.

SCHEDULE

All that land known as Plot No. 197 Mbezi Industrial area Dar es salaam City containing fifteen thousand (15,000) square metres shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 18879 deposited at the Office of the Director for Surveys and Mapping at Dar es salaam.

GIVEN under my hand and seal and by order of the Minister the day and year first above written.



 DIRECTOR FOR LAND DEVELOPMENT SERVICES

The within-named ~~TEE-TE~~ CLEARING HOUSE LIMITED hereby accept the and conditions contained in the foregoing Certificate of Occupancy;

SEALED with the COMMON SEAL of the said)
TEE-TE CLEARING HOUSE LIMITED)
and delivered in the presence of us this)
23RD day of MARCH 1988)
Signature:)
Postal Address: P.O. Box 270)
DOR ES SALAAM)
Qualification: DIRECTOR)

Signature:)
Postal Address: P.O. Box 270)
DOR ES SALAAM)
Qualification: DIRECTOR)

LAND TRANSFER DOR - ES - SALAAM

TRANSFER

Plot No. 143050

Date of Registration 12.4.12

SPRING CITY INFRASTRUCTURE MANUFACTURING Co. LTD, P. BOX 31825, D' SALAAM. (Aug. Up 80,000/-)

Registrar of Titles

ENTRIES IN THE REGISTER

TITLE NO. 35674

No. Registered 30.8.1989 at 12.00 pm
To. SPRING CITY INFRASTRUCTURE
MANUFACTURING CO. LTD, P.O. BOX
31829, DAR EL SALAAM

[Signature]

Asst. Asst. Registrar of Titles

No. Registered at m

To.
.....
.....

Asst. Registrar of Titles

MORTGAGE

No. 157193 Registered 06.01.14 10:10
To. FIRST NATIONAL BANK
BAROUBA LTD, Box 7290
DSMCB secure UNSPECIFIED

mount

[Signature]
Asst. Registrar of Titles

No. Registered at m

To.
.....
.....

Asst. Registrar of Titles

No. Registered at m

To.
.....
.....

Asst. Registrar of Titles

No. Registered at m

To.
.....
.....

Asst. Registrar of Titles

No. Registered at m

To.
.....
.....

Asst. Registrar of Titles

No. Registered at m

To.
.....
.....

Asst. Registrar of Titles