

LEASE AGREEMENT

THIS 03 DAY OF July, 2021.

BETWEEN

SUN BIAO

P. O. BOX 22618, DARESALAAM
THE LESSOR.

AND

SF 168 LIMITED.

P.O. BOX 95571, DAR ES SALAAM
"THE LESSEE"

Drawn by
Standard law firm.
Mwembechai Plaza,
1st Floor, Office No.03.
Dar-Es- Salaam.
Tanzania.



LEASE AGREEMENT

This **LEASE** is made this 03 day of July, 2021.

BETWEEN

SUN BIAO of P. O. Box 22618, Daresalaam, a natural person who conducts his business in Daresalaam, Tanzania. (Hereinafter called "the Lessor") of the one part,

AND

SF 168 LIMITED, a company registered under the laws of Tanzania (Cap. 212) having its principal place of business at Plot NO.47/1 Ursino street DAR ES SALAAM TANZANIA (hereinafter called "the Sub-Lessee") of the other part.

WHEREAS the Lessor is the registered owner of the landed property through the lease agreement between him and one Bakari Omari Juma of P.O Box 22618, Daresalaam land/**BUILDING** situated at Plot NO.47/1 Ursino Steet DAR ES SALAAM(hereinafter referred to as "the property") and has agreed to Sub-lease part of the same to the Sub-Lessee for business purposes on the terms and conditions hereinafter appearing:-

AND WHEREAS the Sub-lessee is desirable of renting part of the said property for business purposes upon the terms and conditions hereinafter appearing:-

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

1. That, the Lessor **HEREBY LEASES** unto the Sub-lessee a part of a property described for office and **INVESTMENT** use. (hereinafter referred to as the Sub-leased property **TOGETHER WITH ALL** rights of access thereto **TO HOLD** the same unto the Lessee for an initial period of **FIVE YEARS** (subject to renewal) from the 03 day of July, 2021 to 02 day of July, 2026 and **PAYING THEREFORE** during the said term a one year rental charge of **USD 5000**. (Five thousand Dollars).
2. That, the Lessor and the Sub-lessee have agreed that, mode of payment shall be by way of Bank deposit through account number of the lessor.

2.0 COVENANTS BY THE SUB-LESSEE

2.1 Positive Covenants

The Sub-lessee hereby covenants with the Sub-lessor as follows:-

- (a) To pay the rent hereby reserved at the times and in the manner aforesaid.
- (b) To pay and discharge all charges and not limited to charges for electricity, telephone and water consumed on the leased property and to pay for any necessary sewerage sanitary and conservancy charges in respect of the rented property.
- (c) To permit the Lessor or his duly authorized agent(s) with or without workmen and others upon giving previous notice in writing at reasonable times during normal working hours to enter the premises for the purpose of carrying normal repair, repairing or otherwise dealing with the exterior of the premises the Lessor or his agents causing as little inconvenience as possible.

2.2. Negative Covenants:-

Sub-lessee SHALL NOT;

- (a) assign, sublet or part with possession of the whole or part of the premises without written prior consent first had and obtained from the Lessor;
- (b) Use the rented property or any part thereof or suffer the same to be used for any purpose other than commercial activities those authorized in the company's objectives;

The Lessor HEREBY COVENANTS as follows:-

- 2.3. So long as the Sub-lessee shall pay the rent hereby reserved and observed and perform the several covenants on the part of the Sub-lessee herein contained, the Lessor shall permit the Sub-lessee to hold the rented property and to

occupy the same without any⁴ interruption by the Lessor or any persons lawfully claiming under or in trust for the Lessor.

- 2.4. The Lessor shall reimburse 5% as payment for Withholding Tax paid to the Tanzania Revenue Authority (TRA) by the Lessee for a given period of five years upon presentation of a valid payment bill or receipt(s) as the case may be.
3. This Agreement shall be deemed to have commenced on the 03 day of July , 2021 and shall remain in force five years to 02 day of July, 2026, and thereafter, it may be renewed for another term of five years or as may be agreed by the parties in writing;

PROVIDED ALWAYS and it is hereby mutually agreed that:-

- (a) In the event of the rented property or any part thereof at any time during the tenancy being damaged or destroyed by fire so as to be wholly or partly unfit for use and occupied then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the rented property shall again be rendered fit for use.

5. RENEWAL OF THIS LEASE:

5.1 It is hereby agreed that Two (2) months (that is sixty days but subject to the particular calendar months) before the expiry of this Lease is due, the Sub-Lessee shall notify the Lessor in writing of its intention to renew or not to renew the Lease. Upon such notification, the Lessor shall, within that one (1) month, indicate in writing his acceptance to renew the Lease with or without any variations of the terms of this Lease, including increase or decrease of rent rate.

5.2 Should the Sub-lessee fail to comply with clause 5.1 of this Lease, this Lease shall be regarded as automatically renewed for a further period of five years.

5.3 **NOTICES:** Any notice under this lease shall be in writing and shall be sufficiently served to the receiving party if sent personally or if sent by registered post properly addressed and shall be deemed to have been served within three days following the day on which it was posted.


6. **EARLY TERMINATION:** This Lease may be terminated earlier before the date of its expiry by either Party serving the other a three (3) months notice of its intention

so to do PROVIDED THAT in the event of the Lessor terminating this Lease Agreement any balance due to the Sub-lessee shall be reimbursed to the Sub-lessee.

7. Notwithstanding anything herein contained to the contrary the provisions of this Sub-lease may (subject to the provisions of any law in force to the contrary) be modified by an exchange of letters between the parties hereto and shall after any exchange of letters be read and construed as so modified.
8. This, agreement supersedes all and any other agreement made, be it orally or in writing whatsoever between the Sub-lessee and the Lessor.
9. That, this agreement shall be construed within the regulations and the laws of contract and other laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereto have set executed these parties on the day and date herein written and in the manner hereunder appearing:-

SIGNED by the said
SUN BIAO Sun Biao
Proprietor of the leased property
on my presence
this 03 day of July, 2021.



BEFORE ME
Signature :
Name :
Address :
Qualification :

M. Mwalimu
Mwalimu M. Kalobw
P.O. Box 7663 DSI
Advocate



SEALED with the COMMON SEAL of the)
The said SF 168 LIMITED
and DELIVERED in my presence
this 03 day of July, 2021.


(SEAL and SIGNATURE)

Signature :
Name :
Address :
Qualification :

Felix Francis Mwanam
9557 DAR ES SALAAM
DIRECTOR



BEFORE ME
Signature :
Name :
Address :
Qualification :

M. Mwalimu
Mwalimu M. Kalobw
P.O. Box 7663 DSI
Advocate



LEASE

THIS LEASE is made this... 22nd day of SEPTEMBER 2015.

BETWEEN

BAKARI OMARI RAJABU of P. O. Box 22618, Dar es Salaam (hereinafter called "the Lessor" which expression shall where the context so admits include his successors and assigns) of the one part:

AND

SUN BIAO a citizen of China, holder of passport number G47628440 Bei Jing and owner of mobile telephone with number 074338816 and resident of Dar es Salaam (hereinafter called "the Lessee" which expression shall where the context so admits shall include his successors and assigns in title) of the other part;

WHEREAS the Lessor is the owner of all that property on Plot No. 47/1 Ursino Estate, Dar es Salaam City (hereinafter called to as the "Demised Premises") and has the legal capacity to contract with the Lessee.

AND WHEREAS the Lessor has agreed to lease the Demised Premises to the Lessee for residential and commercial purposes only on terms and conditions hereinafter appearing.

NOW THEREFORE, IN CONSIDERATION of the promises and the mutual covenants of the Parties hereto as set forth hereinafter, it is mutually agreed as follows:



Bakari Omari Rajabu

Sun Biao

Sun Biao

ARTICLE 1
THE LEASE

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** Demised Premises and fixtures with the right to access **TO HOLD** the same for a term of twenty (20) years with an option to renew on expiry, commencing on 2nd day of May, 2016 or any other date within the month of May, ²⁰¹⁶ when the Lessee is given vacant possession of the Demised Premises and paying **THEREFOR** during the first seven (7) years said term the sum of United States Dollars Three Thousand Five Hundred (US\$ 3,500) per month; the rent shall be increased by 20% from the eighth (8th) year to the fourteenth (14th) year and shall be increased by 20% from the fifteenth (15th) year to the end of the lease term.

ARTICLE 2
CONSIDERATION

- 2.1 The Lessee shall pay the first two years rent as follows: -
US \$ 10,000.= (Ten Thousand United States Dollars) on signing this lease.
US \$ 10,000.= (Ten Thousand United States Dollars) by the end of November, 2015.

The Lessee shall pay the balance of the first two year's rent less applicable Withholding Tax at the time of entering into possession of the Demised Premises.

- 2.2 After the first two years the Lessee shall pay rent for the remainder of the lease term in tranches of two years rent in advance such rent shall



be paid at least thirty (30) days before the start of the respective two years lease period.

- 2.3 The rent for the subsequent years shall be paid two year in advance subject to withholding tax as shall be applicable.
- 2.4 The Lessee shall be responsible for deducting withholding tax from the rent and paying it to the Tanzania Revenue Authority as per requirements of the law, and shall present proof of such payment to the Lessor within thirty day of payment. Non payment and non production of proof shall constitute breach of this lease.

ARTICLE 3 LEASE COVENANTS

3.1 **THE LESSEE HEREBY CONVENANTS WITH THE LESSOR** as follows:-

- (a) To pay the reserved rent in the manner herein provided.
- (b) To pay and discharge sewerage and service charges and charges for electricity, water and telephone from the commencement of the lease to the end of the lease.
- (c) At all times to keep the interior of the demised premises and appurtenances thereof including doors, window glass, locks and fasteners, walls sanitary and water apparatus electric wiring and fittings, walls, water drains and other pipes, fence, painting and decoration thereof in a tenantable repair and condition (fair wear and tear excepted). To carry out all repairs and alterations as may be agreed with in writing by the Lessor at its own cost.



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- (d) To keep the garden and the grounds of the Demised Premises in good order and condition.
- (e) To permit the Lessor or his agents with or without workmen at all reasonable times during day time by prior appointment to enter upon the Demised Premises for the purposes of viewing the condition of the Demised Premises or any part thereof.
- (f) With the previous consent in writing of the Lessor to erect or suffer to be erected on the Demised Premises addition thereto or alter, renovate or install thereon or to cut maim injure any of the walls or timbers thereof. **PROVIDED HOWEVER THAT** the Lessee shall not be entitled to remove or to dismantle any addition, alteration of renovation effected by the Lessee upon the expiration of the term hereby created or its sooner determination, howsoever caused.
- (g) Not to do or suffer to be done on the Demised Premises or any part thereof anything which will invalidate or increase premiums for the insurance policy over the Demised Premises against damage by fire and the Lessee shall be responsible to pay increased premiums and all expenses incurred by the Lessor due to the Lessee's breach of the covenant.
- (h) Not to keep any hazardous or inflammable materials, defective appliances or machinery or any materials or substances that can cause fire or destruction in the Demised Premises. In event of occurrence of fire caused by any actions of the Lessee the Lessee shall be fully responsible for any loss to the Demised Premises.



M. K. A. M. A.

31/12/23
[Signature]

- (i) Not to assign sublet or part with the possession of the Demised Premises or any part thereof without the written consent of the Lessor, such consent not be unreasonably withheld **PROVIDED ALWAYS** that the occupation of the Demised Premises or any part thereof by any person in the service of the Lessee shall not constitute an assignment, subletting or parting with the possession of the Demised Premises or any part thereof.
- (j) To pay stamp duty and to pay the expenses for the registration of this lease with the Land Registry by the Lessor.
- (k) Not to use the Demised Premises in a way that would create annoyance or nuisance or any danger to the public or neighbours.
- (l) To yield up the Demised Premises with fixtures and fittings and additions thereto at the expiration of the term hereby created or its sooner determination in good and tenantable repair and condition in accordance with the covenants herein contained (fair wear and tear excepted), but the Lessee shall if so required by the Lessor remove fixtures and make good all damage occasioned, and with vacant possession and to deliver all keys of the entire Demised Premises.

3.2 **THE LESSOR HEREBY CONVENANTS WITH THE LESSEE**
as follows:-

- (a) To insure and keep insured the Demised Premises and the Lessor's fixtures against loss or damage by fire and such other risks as the Lessor shall deem desirable or expedient.



Munira

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- (b) To pay land rent, property tax and other rates and taxes and outgoing payable in respect of the Demised Premises except water, electricity, sewerage and service charges as herein above provided.
- (c) To keep the exterior and main structure of the Demised Premises in good and tenantable repair and on receipt of notice from the Lessee to remedy any structural and construction faults affecting the Demised Premises and proper use of occupation both internal and exterior provided that such faults are not attributable to neglect on the part of the Lessee, his agents or employees.
- (d) That the Lessee performing the obligations and observing the foregoing covenants and stipulations herein shall peaceably hold and enjoy the Demised Premises during the said term without any interruption from the Lessor or any person rightfully claiming under or in trust for him.

ARTICLE 4

COMMON UNDERTAKINGS

4.1 **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED** that:

- (a) If the rent hereby reserved or any part thereof shall be unpaid for twenty (21) days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any of the said cases and so often as the same shall happen it shall be lawful for the Lessor at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this agreement shall immediately



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determine but without prejudice to the right of action of the Lessor for any antecedent breach of the Lessee's covenants herein contained.

- (b) If the Lessee shall give the Lessor a written notice of its desire to take a new lease of the Demised Premises at least three (3) months before the expiry of the term created and if there shall be no breach or non observance of any of the covenants on the part of the Lessee then the Lessor may grant to the Lessee a new lease of the Demised Premises for a further term as shall be agreed between the Lessee and the Lessor to commence from the expiration of the term hereby created on covenants and conditions as in this present lease reserved and contained and at rent subject to revision clause hereinafter contained.
- (c) The Lessor shall be responsible for the insurance of the Demised Premises only. The Lessee shall be responsible for insurance of his materials and items kept in the Demised Premises and shall also be responsible for security of the Demised Premises, himself, his family, his invitees guests and his properties.
- (d) In event of the Demised Premises or any part thereof at any time during the said term being damaged or destroyed by fire so as to be unfit for occupation and use the Lessor shall reinstate the same so that they shall be commodious and convenient speed and in the mean time the rent reserved or any fair portion thereof according to the nature and extent of damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation and use provided that if the Lessor shall fail or neglect to reinstate the Demised Premises as aforesaid within a period of three (3) months from the date of such damage or destruction then the Lessee at his own option may terminate this lease forthwith by notice in writing and the Lessor shall refund to the Lessee any rent received in advance for the unexpired period of the lease.



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ARTICLE 5

NOTICES

- 5.1 Any notice under this agreement shall be in writing and notice shall be sufficiently served if delivered at the usual office of the Lessee or if sent to the Lessee by registered post through the above mentioned postal address, and any notice to the Lessor shall be sufficiently served if sent to their usual place of work or by registered post through the above mentioned postal address.

In relation to the Lessor:

Bakari Omari Rajabu,
P. O. Box 22618,
Dar es Salaam, Tanzania,
Tel: +255 655 268286
Email: bakariomari2004@yahoo.com

With respect to the Lessee:

Sun Biao,
P. O. Box ,
Dar es Salaam, Tanzania,
Tel: + 255...0674338816
Email:

- 5.2 Either party may change particulars of his address on giving of fourteen (14) days written notice to the other party.
- 5.3 Any notice given and any payment made by either party to the other (the addressee) which:



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is delivered in writing by hand or sent by facsimile or by electronic mail transmission during office hours shall be deemed to have been received by the addressee on the day following date of delivery or date of the facsimile of electronic mail transmission.

is posted by prepaid registered post from an address within Tanzania shall be deemed to have been received by the addressee on the 5th working day after the day of posting.

ARTICLE 6

AMENDMENT OF THE LEASE

- 6.1 Either Party hereto may propose an amendment to any provision, condition or covenant contained in this lease, for the benefit of such Party proposing the amendment.

Provided that such proposed amendment shall be in writing and delivered to the other Party and where the other Party accepts the amendment, the Parties hereto shall amend this lease by executing an addendum to this lease containing the mutually agreed amendment.

- 6.2 The rent reserved under Article (1) hereto shall be reviewed by an increase at a rate of 20% as provided hereinabove to accommodate any increase in land rent and service charges, administrative cost, inflation, tax assessments, duties present or any future levied of become payable on the Demised Premises.



M. Kalebu

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ARTICLE 7
PREMATURE TERMINATION

- 7.1 Should the Lessor seek premature termination of the lease on account of any alleged breach of this lease agreement:
- a. the Lessor shall serve on the Lessee a twelve (12) months notice in writing of intention to terminate the lease prematurely stating the particular breach of lease complained of on the part of the Lessee;
 - b. should the particular breach of lease be remedied before the lapse of the notice period to the reasonable satisfaction of the Lessor, the lease shall not be terminated prematurely by the Lessor;
- 7.2 Should Lessee seek premature termination of the lease for reasonable cause, the Lessee shall be obliged first to serve on the Lessor a twelve (12) months notice in writing stating the cause for the intended premature termination of the lease, the Demised Premises shall revert to the Lessor with no compensation to the Lessee for unexhausted improvements and rent paid.

ARTICLE 8
DISPUTE RESOLUTION

- 8.1 Any dispute, controversy or claim arising out of or relating to this lease or the breach, invalidity or interpretation of all or any of the articles herein contained or any part thereof shall initially be resolved by the parties hereto in an amicable manner through mutual consultations and or discussions.



[Handwritten signature]
[Handwritten signature]

8.2 If the parties fail to resolve their dispute, controversy, or claim amicably through such mutual consultations and of discussion within a period of three months, either Party upon serving to the other party a thirty (30) days notice in writing, may refer the matter to a tribunal or court of competent jurisdiction for adjudication and settlement.

ARTICLE 9

COUNTERPARTS

9.1 This lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same.

ARTICLE 10

GOVERNING LAW


10.1 This agreement shall be construed and governed by the laws of Tanzania.

IN WITNESS WHEREOF the parties hereto have executed these presents on the days and in the manner hereinafter appearing.

SIGNED and DELIVERED by the said BAKARI
OMARI RAJABU who is known to me personally]
/identified to me by JESSE STEPHEN]
MUNGU TOthe latter being to me]
personally in my presence this 22nd day of]
September, 2015.]



BAKARI OMARI
RAJABU



Name: DEUSDEDIT SIMBAKALIA

D. G. S.

Postal Address: P.O. Box 90453 DSM

Qualification: ADVOCATE



SIGNED and DELIVERED by the said]
SUN BIAO who is known to me personally]
identified to me by BAKARI OMARI]
RAJABU the latter being to]
me personally in my presence this 22nd]
day of September, 2015.]

+

SUN BIAO

Name: DEUSDEDIT SIMBAKALIA

D. G. S.

Postal Address: P.O. Box 90453 DSM

Qualification: ADVOCATE



DRAWN BY:-
Jessie Mnguto & Co. Advocates,
NIC Life House 5th Floor,
Sokoine Drive/Ohio Street,
P. O. Box 76722,
Dar es Salaam.

*Exch. Rate
TZS 2140/-*

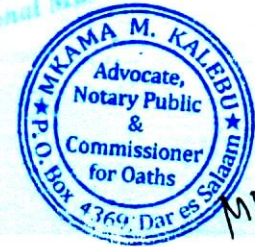
Stamp duty = USD 420

06/11/15

STAMP DUTY
Shs: 898,800 Collected
Receipt No: 04083434 Date: 6/11/15

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Regional Manager-Ilala Tax Region



M. Kalebu

R. Rajab