

LEASE AGREEMENT

BETWEEN

FUTURE COLOURFUL LIMITED

AND

JIN KUI LIMITED

[In Respect of Plot No. 52 Block A, Kizota, Dodoma]

Drawn by:
Prince Mwilwa, Advocate
SMITH ADVOCATES
1st Floor, UAP Insurance Building,
Nyerere Road, Opp. Nyerere Square
P.O. Box 2613,
Dodoma - Tanzania



LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and effective this **01st day of October, 2023**

By and between

FUTURE COLOURFUL LIMITED, limited liability Company incorporated in the United Republic of Tanzania and of P. O. Box 1708 DODOMA, hereinafter referred to as "**The Landlord**" which term shall, whenever the context requires refer to his successors, and assigns of title.

And

JIN KUI LIMITED, limited liability Company incorporated in the United Republic of Tanzania and of P. O. Box 1408 DODOMA, hereinafter referred to as "**The Tenant**" which term shall, whenever the context requires refer to his successors, and assigns of title.

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in "Article II" and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - PREMISE

Landlord hereby rents to Tenant and Tenant accepts a premises located at following address: **Plot No. 52 Block A, Kizota, Relini, Dodoma** (the "**Leased Premises**").

ARTICLE III - LEASE TERM

The term of this Lease shall be for the term of **Four Years (4)** commencing on the date of **01st day of October, 2023** "Commencement Date" and shall terminate on **01st day of October, 2027**.

ARTICLE IV - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE V - RENT

A. The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct the Tenant, the rent for the first year of the initial term of this lease be

Tanzanian Shilling One Million and Six Hundred Thousand Only (Tshs.1,600,000/=) per month.

- B. The rent of this lease shall be payable in six (6) months installment, which will be Tanzanian Shilling Nine Million and Six Hundred Thousand Only (Tshs.9,600,000/=) per six (6) months.**

ARTICLE VI - CONSTRUCTION AND COMPLETION

A. Improvements by Tenant.

Tenant shall make no alterations to the Leased premise or construct any building or make other improvements without the prior written consent of Landlord.

All alterations, changes, and improvements built, constructed, or placed on or around the Leased premise by Tenant, with the exception of fixtures properly removable without damage to the Leased premise and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

- B. Utilities.** Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

ARTICLE VII - TAXES

Landlord shall pay, prior to delinquency, all general real estate taxes and instalments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

ARTICLE VIII - TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- a) To pay the said rent at the time and in manner aforesaid and comply with all other terms and conditions as appear in this Agreement
- b) To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting reasonable wear and tear;
- c) To comply with health regulations.
- d) To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective

purchasers of the Leased premise provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

ARTICLE IX - LANDLORD'S COVENANTS

Landlord covenants and agrees as follows:

- a) That the tenant paying the said rent and observing and performing all his obligations as under this Agreement may quietly enjoy the said premises without any interruption by the Landlord or any person rightfully claiming under him.

ARTICLE X - USE OF PROPERTY BY TENANT

The Leased premise shall be used and occupied by Tenant exclusively for commercial purpose as an office premise.

ARTICLE XI - ASSIGNMENT AND SUBLETTING

- A. Tenant shall not assign this, or sublet or grant any concession or license to use the Leased premise or any part of the Leased premise without Landlord's prior written consent.
- B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, to terminate this Lease.

ARTICLE XII - INSURANCE

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

ARTICLE XIII - RIGHT OF INSPECTION

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Leased premise for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

ARTICLE XIV - MAINTANANCE AND REPAIR

- A. During the Lease term, Tenant shall keep and maintain the Leased premise and appurtenances in good and sanitary condition and all necessary repairs to the leased premise or any damage caused by his family, agent, or visitors' abuse or negligence except for repairs worn through normal occupancy shall be made at Tenant's expense.
- B. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Leased premise, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

C. Tenant agrees that no signs shall be placed or painting done on or about the Leased premise by Tenant without the prior consent of Landlord.

ARTICLE XV - PARKING

All vehicles are parked at the risk of the tenant and the tenant acknowledges that the driver of any vehicle parked in the parking bay enters the parking area at its own risk. The tenant accordingly indemnifies the landlord against any loss or damage of whatsoever nature and howsoever caused to any person entering the parking area

ARTICLE XVI - GOVERNING LAW

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

SIGNED and DELIVERED at DODOMA
By **WANG ZUOMIN** for and on behalf of **FUTURE COLOURFUL LIMITED**, Landlord herein and **DELIVERED** in the presence of us on this 03 day of OCTOBER 2023

王作敏

.....
LANDLORD

BEFORE ME:

Signature: *[Signature]*

Name: PRINCE MWALLWA

Address: P.O. BOX 2813 DODOMA

Qualification: **Notary Public/Advocate**



SIGNED and DELIVERED at DODOMA
By **LEI YANG** for and on behalf of **JIN KUI LIMITED**, Tenant herein and **DELIVERED** in the presence Of us on this 03 day of OCTOBER 2023

LEI YANG

.....
TENANT

JIN KUI LIMITED
P.O. BOX 1408 DODOMA

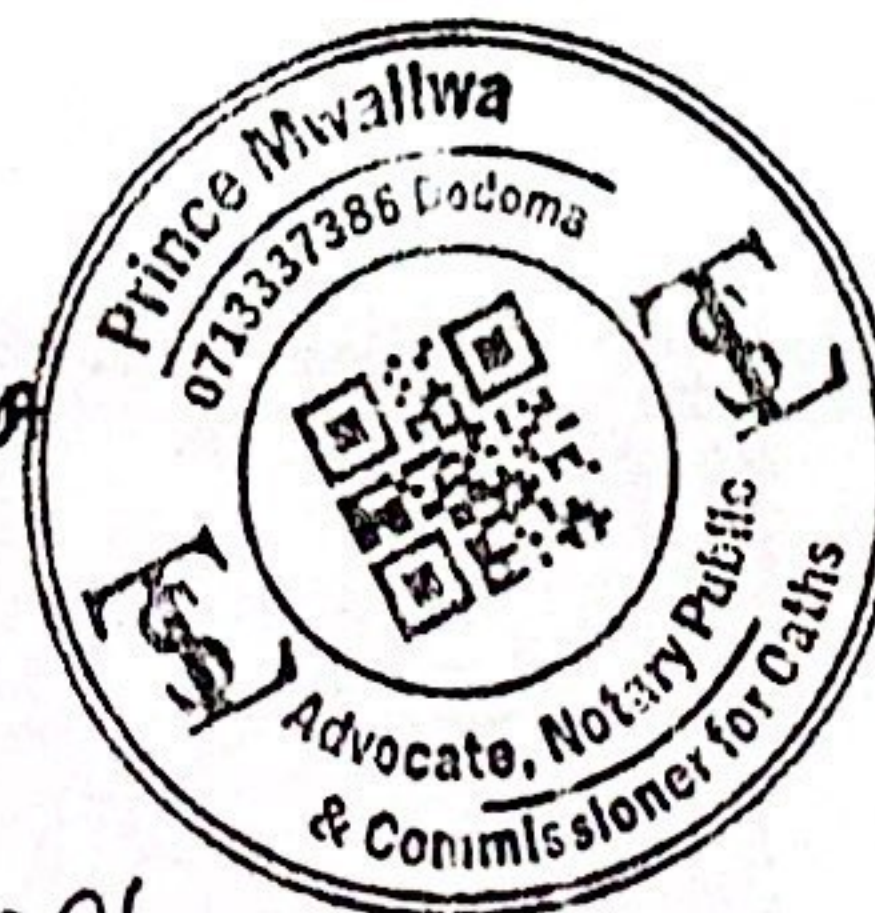
BEFORE ME:

Signature: *[Signature]*

Name: PRINCE MWALLWA

Address: P.O. BOX 2813 DODOMA

Qualification: **Notary Public/Advocate**



TAMP DUTY/FEB RECEIVED TSHS. 96,000/=

NO. 99841108
DATE: 3/10/2023
[Signature]
For: REGIONAL MANAGER
ANZANIA REVENUE AUTHORITY
DODOMA TAX REGION

TITLE No. 43996-DLR
 REGISTERED ON
 30-05-2019
 at 1:00 Pm
 Asst. Registrar of Titles



Land Form No. 22

TANGANYIKA
 STAMP DUTY PAID ON
 ORIGINAL Shs. 163,670
 Receipt No. 99001092509 of 1-2-18
 Asst. Registrar of Titles

Stamp Duty Shs. 100 Paid and
 Revenue Receipt No. 99001092509
 of 1-2-2018 issued.
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. 43996-DLR
 L.O.No. 916577

LD/DMC/69353

The 30th day of May, Two thousand and Nineteen

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE a Public body established under Tanzania Investment Centre Act, 1997 of post Office Box 938, DAR ES SALAAM. hereinafter called "the Occupiers") Are entitled to the 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 (99) years from the first day of July, Two Thousand and seventeen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

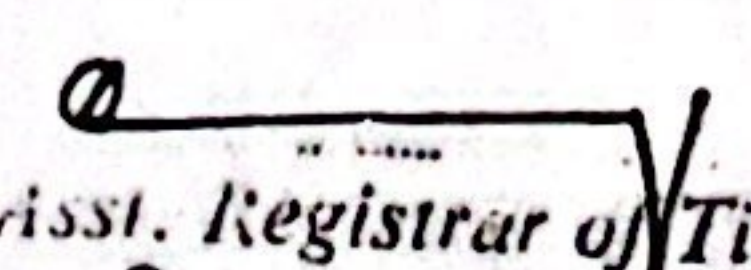
1. The Occupier having paid rent up to the thirtieth day of June, 2018 shall hereafter pay rent of shillings Three million two hundred seventy one thousand six hundred (Tsh 3,271,600/=) Only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) 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 at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

Certified True Copy
 Asst. Registrar of Titles
 Date 23-08-2019.

Certified True Copy
 Asst. Registrar of Titles
 Date 23-08-2019

Handwritten signature

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Buildings to be constructed thereon shall be in permanent materials in accordance with the conditions of the Right and shall conform to the building line (if any) decided by Dodoma Municipal Council (hereinafter called "the Authority")
 - (iv) The building plans shall be submitted to Dodoma Municipal Council within Six Months from the date of the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building construction to be completed within Thirty Six (36) Months from the date of commencement of the Right.
 - (vii) Not erect or commence to erect on the land buildings, or structure of any kind whatsoever except in accordance with building plans and specifications which shall have been first approved by the Authority
3. **USER:** The land and the buildings to be erected thereon shall be used for **Industrial purposes only. Use Group 'O' Use Class (a)** as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.
 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
 6. The President may revoke the right for good cause and in public interest.

Certified True Copy

 Asst. Registrar of Titles
 Date 23-08-2019

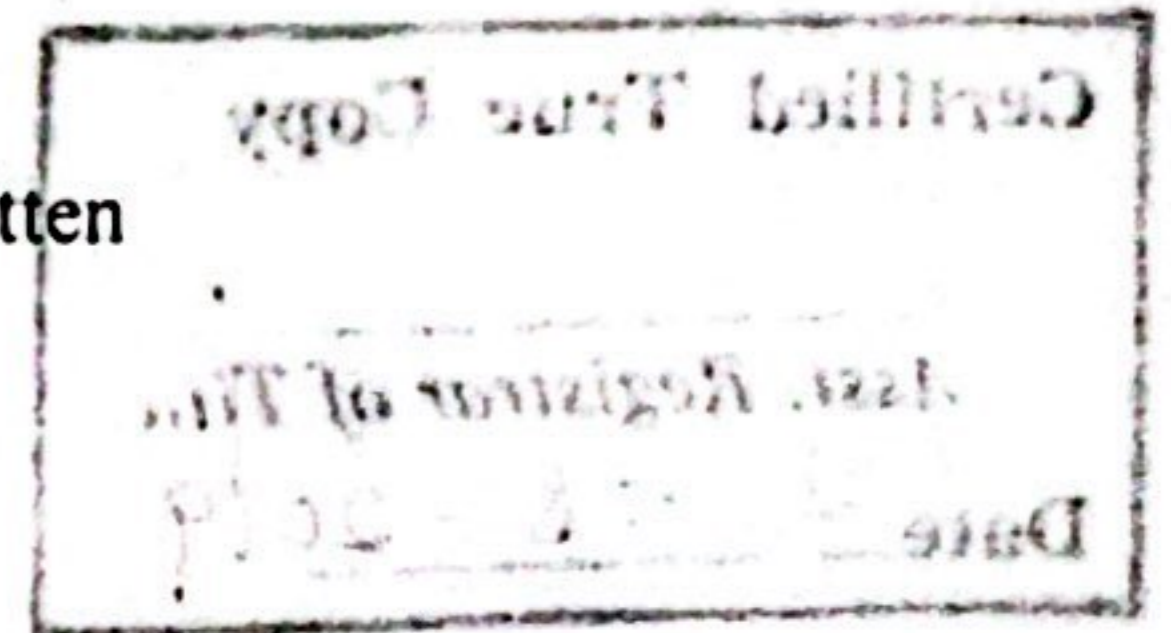
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 Asst. Registrar of Titles
 Date 23-08-2019

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SCHEDULE

ALL that Land known as Plot Number 52 Block 'A' Located Western Industrial Area (WIA) in Dodoma Municipality containing One Thousand six hundred thirty six (1636) Square Metres shown for identification only edged Red on the plan attached to this Certificate and defined on the registered survey plan numbered 46815 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written



ASSISTANT COMMISSIONER FOR LANDS

We, the within named TANZANIA INVESTMENT CENTRE hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the TANZANIA INVESTMENT CENTRE and DELIVERED in our presence this.....6th.....day of.....May.....2019



Witness

Name.....GEORGEY-I. NUWANBE.....

Signature.....[Handwritten Signature].....

Postal Address.....P.O. Box 938 DSM.....

Qualification.....EXECUTIVE DIRECTOR.....

Name.....ALEXANDER MURANI.....

Signature.....[Handwritten Signature].....

Postal Address.....P.O. Box 938 DSM.....

Qualification.....SENIOR LEGAL OFFICER.....

Certified True Cop.
[Signature]
Asst. Registrar of Titles
Date 28-08-2019

DODOMA MUNICIPALITY



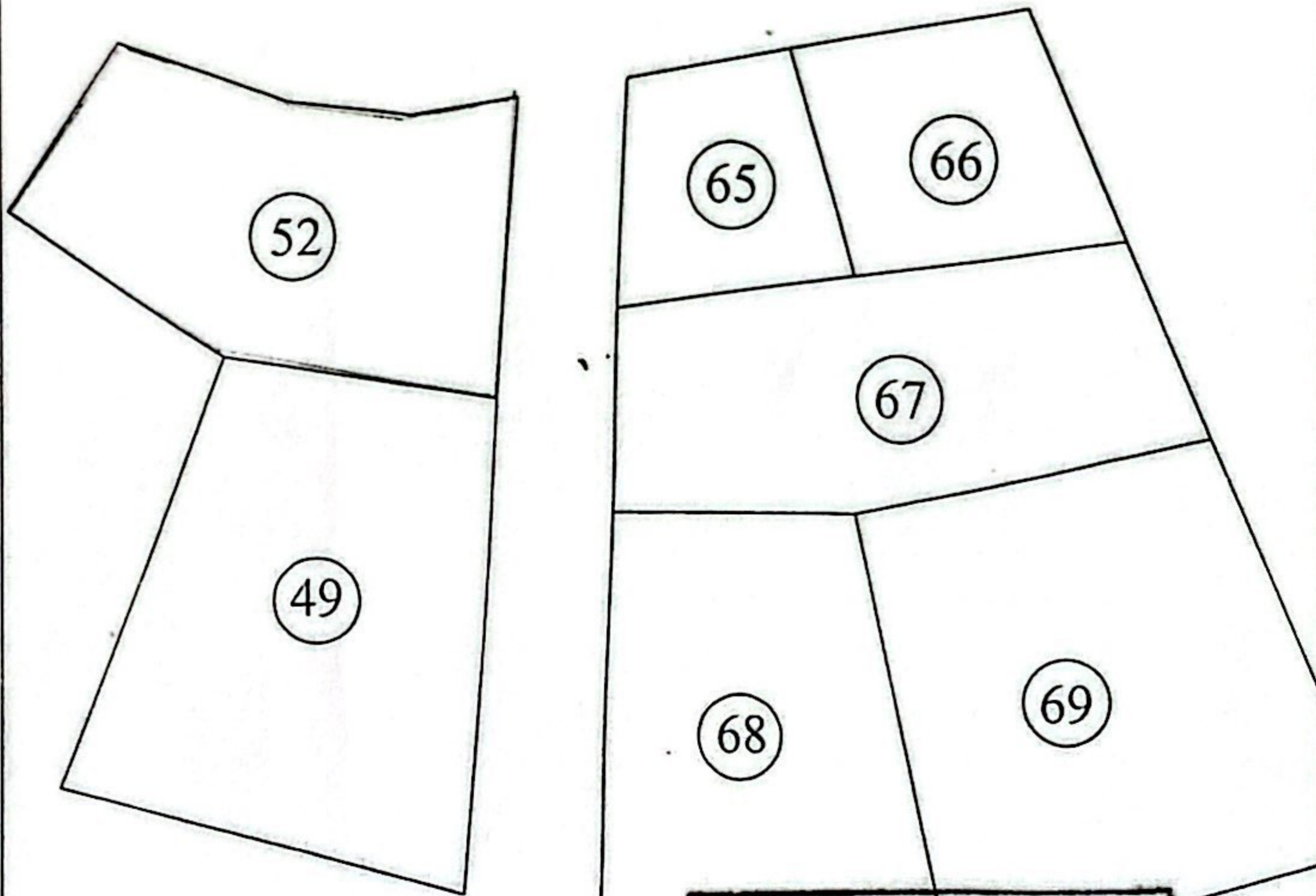
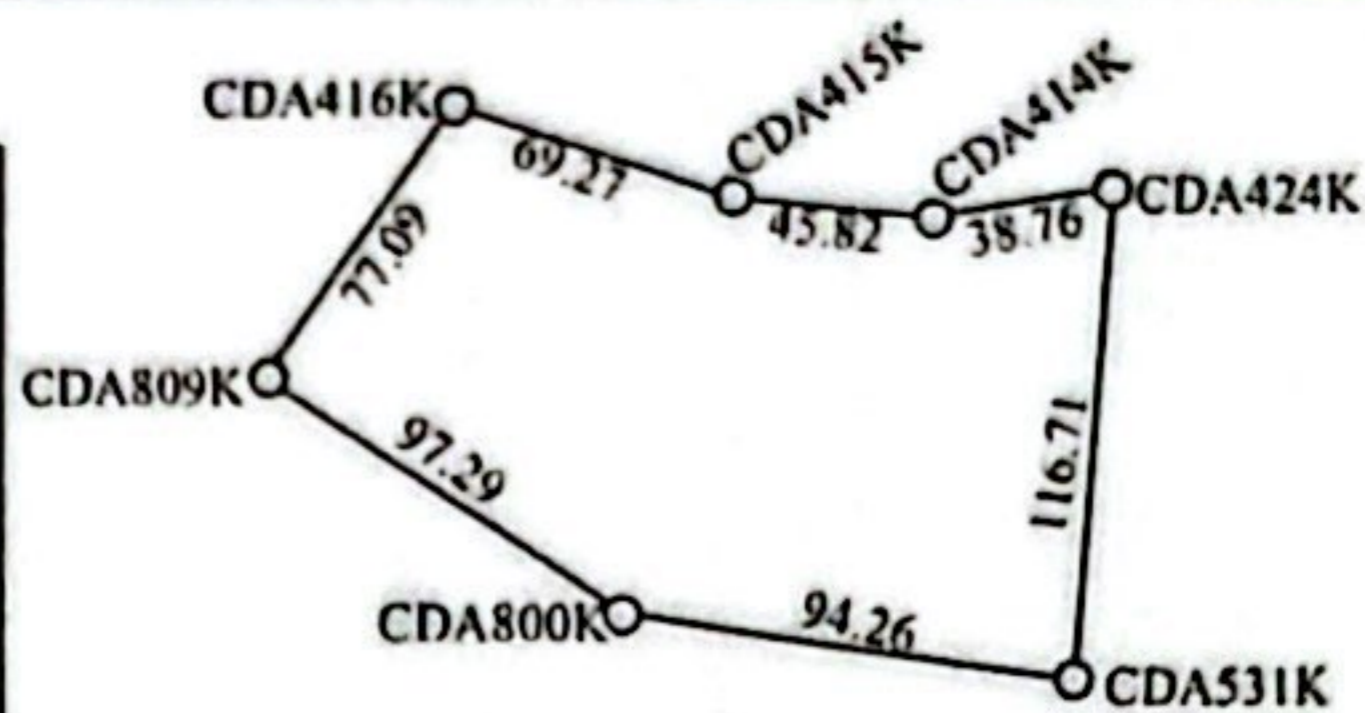
LOCATION VIA EXTENSION...

PLOT No 52

BLOCK A

L.O No 916577

AREA 1.636 Ha



Certified True Copy

[Signature]

Asst. Registrar of Titles

Date 23-08-2019

This plan prepared in accordance with the Registered plan No 46815, is approved for the purpose of Land Registration Act cap 334.

Director of Surveys and Mapping *[Signature]*

Date 12/03/2018

Ministry of Lands and Human Settlement Development Dodoma.

The issue of this plan implies no guarantee or admission of the title by the Government

[Handwritten signature]

DODOMA LAND REGISTRY

LEASEHOLD AGREEMENT

17289-DLR

15.8.19 Time 1.00 PM

FUTURE COLOURFUL LIMITED
OF P.O. BOX 34058, DAR ES SALAAM
ON A TERM OF 99 YRS COMMENCING
ON 1ST JULY 2017. AND ANNUAL
RENT IS TSH 3,271,600/- PER YEAR.

Asst. Registrar of Titles

Certified True Copy

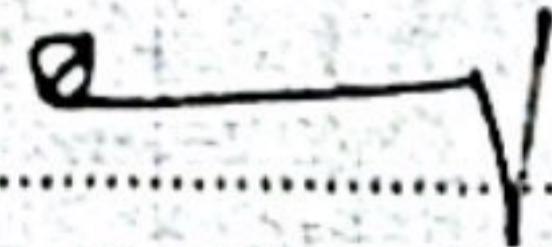
Asst. Registrar of Titles

Date 23-08-2019

Certified True Copy
Asst. Registrar of Titles
Date 23-08-2019

ENTRIES IN THE REGISTER
TITLE NO. 43996/1-DLR

No. 43996/1 Registered 30.5.19 at 1.0p
To TANZANIA INVESTMENT CENTRE,
P.O. BOX 938,
DAR ES SALAAM.

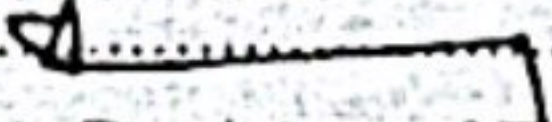

Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

DERIVATIVE RIGHT

No. 17289-DLR Registered 15.8.19 at 1.00 pm
To FUTURE COLOURFUL LIMITED
OF P.O. BOX 34058 DAR ES SALAAM
FOR A TERM OF 99 YRS COMMENCING
ON 1ST JULY 2019. ALSO ANNUAL RENT
IS TSH 3,271,600/= PER YEAR.


Asst. Registrar of Titles

No. Registered at m
To

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