

LEASE AGREEMENT

This LEASE AGREEMENT is made at Dar es Salaam this 01 day of 05 2023

- BETWEEN

HOPE RECYCLING COMPANY LIMITED of P.O. Box 70241, Dar es Salaam (hereinafter referred to as the "LESSOR" which expression shall, where the context so admits, include its successors and assigns) OF THE ONE PART (The rental area of 540 Square meters).

AND

PTC INVESTMENT COMPANY LIMITED of P.O.Box 70241, Dar es Salaam (hereinafter referred to as the "LESSEE" which expression shall, where the context so admits, include its successors and assigns), OF THE OTHER PART.

PREAMBLE

WHEREAS the Lessor is the lawful owner of a House (herein after referred to as the property") described herein below.

Plot No:325
Street:KIGOGO SAMBUSA
Municipality:ILALA
City:DAR ES SALAAM

WHEREAS the Lessee intends to take on lease of an office premises in the building described above facing Kigogo Sambusa Street (hereinafter referred to as "the premises").

WHEREAS the Lessee is desirous and willing to take on lease the premises described above.

WHEREAS the Lessor is willing to let the premises described above to the Lessee for a term of five years.

WHEREAS the Lessor and the Lessee are both desirous and willing to enter into a landlord and tenant relationship at the terms and conditions stated herein below.

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

1.0. **BINDING NATURE OF THE PREMISES.**

That the premises set-out in the preamble hereinabove are integral, inseparable and enforceable parts of this Agreement.

2.0. **DURATION OF THE LEASE.**

That the mutual consent for the lease period is hereby given out by the Lessor and the Lessee for a term of five years, at the rate, terms and conditions agreed herein.

3.0. RENT

That the reserved rent for the lease of the premises shall be USD, 2000/= only per month payable in cash for one year, that make the total of USD, 24000/= a one year rent.

4.0. PAYMENT

The rent for the above five-year lease shall be paid annually upon signing of this Agreement.

5.0. COMMENCEMENT & EXPIRATION

That the date of commencement of this lease shall be 1ST June 2023; and that this lease shall expire on 1ST June 2028.

6.0. PURPOSE

6.1 That the **Lessee** shall use the premises for Business / Office purposes only.

7.0. RESTRICTIONS

7.1 That the **Lessee** shall not place nor suffer or premises any matter or thing of an inherently dangerous, explosive, corrosive, combustible or environmentally degrading character.

7.2 That the **Lessee** shall not do, permit or suffer to be done on the demised premises anything that shall amount to nuisance to the public and to neighbors and occupiers of neighboring premises.

7.3 That the **Lessee** shall not use the premises or permit or suffer the premises to be used for any unlawful or immoral purpose or trade.

7.4 The **Lessee** shall not assign or mortgage the demised premises or any part thereof.

7.5 The **Lessee** shall not sublet or part with possession of the demised premises or any part thereof without the prior written consent of the **Lessor**. The **Lessor** shall not be obliged to accept proposal by the **Lessee** for subletting of the premises.

8.0. PAYABLE CHARGES

8.1 That the **Lessee** shall pay all charges related to electricity according to LUKU meter as well as garbage and or water bills if any during the period of this lease Agreement.

9.0. RESTORATION OF THE PREMISES

9.1 That the **Lessee** shall maintain the demised premises in a habitable and tenantable condition and shall leave the premises upon expiry of the lease term or termination of this lease Agreement in a condition comparable to that which existed when received by the **Lessee** except for reasonable and ordinary wear and tear/or except for damage caused by the elements of weather or circumstances over which the **Lessee** had no control such as earthquake, floods, fire, hurricane, war and any *force majeure event*.

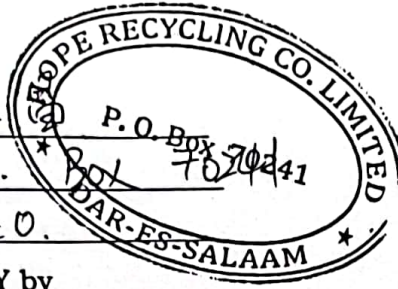
9.2 That the responsibility for damage to the demised premises caused by negligence or misuse by the **Lessee** shall be borne by the **Lessee**

(Witness's

Signature: 杨斌

Postal Address: P.O.

Qualification: CEO.



SIGNED and DELIVERY by

PTC INVESTMENT COMPANY LIMITED

who is identified

by YANGBIN WU

the latter being known to me personally

LESSEE

this 01 day of MAY 2023

(Witness's

Signature: 吴阳斌

Postal Address: _____



Qualification: manager

- p. Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures, or other securities of the Company, or by the granting of options.
- q. To purchase, or otherwise acquire, all or any part of the business, property and liabilities of any Company, society, or partnership.
- r. To carry on the business of import and export of all types of goods, general merchants of all types of goods both wholesale and retail.
- s. To purchase, purchase, take on lease, or otherwise acquire, for the purpose of the Company, and estates, lands, buildings easements or other interests in real estate, and to sell, let on lease, or otherwise dispose of or grant rights over any real property belonging to the Company.
- t. To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any offices, workshops, mills, plant, machinery and other things found necessary or convenient for the propose of the Company.
- u. To apply for and take out, purchase, or otherwise acquire, any designs trademarks, patents, patent rights, or inventions, copyright or secret processes, which may be useful for the company.
- v. To manufacture, buy, sell and generally deal in any plant, machinery tools, goods or things of any descriptions, which in the opinion of the Company may be conveniently dealt with or used by the Company in connection with any of its objects.
- w. To let on lease or on hire the whole or any part of the real and personal property of the Company in such terms as the Company shall determine.
- x. To issue, or guarantee the issue of, or the payment of interest on the shares debentures, debenture stocks or other securities or obligations of any Company or association, and to pay or provide for any Company, or association or to provide for brokerage, commission and underwriting in respect of any such shares.
- y. To draw accept, endorse, discount and negotiate, bills of exchange and promissory notes, and other negotiable instruments.
- z. To borrow or raise money by the issue of debentures, debenture stocks (perpetual terminable), bonds, mortgage or any other securities, founded or based upon all or any property, and rights of the Company including its uncalled capital.
- aa. To receive money on deposit, with or without allowance of interest thereon.
- bb. To invest moneys of the Company not immediately required in such manner, other than in the shares of this Company, as from time to time any be determined.

- cc. To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares or stock in any Company, society or undertaking, the objects of which shall, either in whole or in part, be similar to those of this company, or such as may be likely to promote or advance the interests of this Company.

- e. To carry out the business as owner and manager of radio stations and television networks and programmes thereto related in the United Republic of Tanzania and elsewhere.
- f. To carry out the business of computer networks, sales of computers, consultancy, computer training, graphic, design, internet café, computer programming, photocopying (sales and repairs, faxing, note counting machines, stationeries, websites, telecommunication equipment, telephones, cellular phones, TV transmission equipment, and all types of computer networks and related activities.
- g. To construct, equip, repair and maintain any hydraulic, hydro-electric, water, electric or drainage works or other works for the supply or transmission of water, power, light, heat sound, energy or otherwise, and to carry on the business of an Electric Light and Electric Power company in all its branches, and in particular to construct, lay down, establish, fix and carry out all necessary motors, generators, transmitting lines, transformers, dynamos, cables, lines, accumulation, lamps and works and other appliances and to generate, accumulate, distribute and supply electricity, and to supply electric light and power to cities, towns, villages, streets, docks, railways, market theatres, military, naval and police establishment, factories, farms, plantations, buildings, place, institutions and enterprises of all kinds both public and private.
- h. To carry on the business of import and export of all types of goods, general merchants of all types of goods both wholesale and retail, manufacturer's representatives, commission agents, brokers and decreed agents.
- i. To acquire by purchase, lease exchange, hire or otherwise, lands and property. To erect and construct houses, buildings real estate, godowns, transit sheds office blocks and works of all kinds and to manage, sell, lease or let the same.
- j. To carry on the business of building contractors for roads, factories, buildings, and dame estate agents, factors and insurance agents. To carry on the business of real estate construction and sale the demised premises both commercial and residential premises.
- k. To carry on the business of transporters, haulers, haulage, contractors, clearing and forwarding agents, warehouse owners, packers, cargo consolidators, stores, carriers of goods, and passengers by road, rail water or air and car rental.
- l. To stock and carry on any shops, or stores for benefits and interests of the Company.
- m. To carry out the business of hoteliers, boarding houses, tourism, tour operator travel agents, hunting safaris, transport hire, boating, fishing, skydiving and photographic safaris.
- n. To enter into hire purchase agreements with customers of the Company and to negotiate, assign, mortgage or pledge such agreements for cash or otherwise.
- o. To effect and maintain insurance on the life or lives of any director or directors, and other officers or servants of the Company, and any other persons in whose lives the Company has an insurable interest.

5000/= 13/11/2019
365476

THE COMPANIES ACT, (NO.12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

PTC INVESTMENT COMPANY LIMITED

TANZANIA
Stamp Duty 2500/= Paid
Registered 365476/13/11/2019

1. The name of the Company is: **PTC INVESTMENT COMPANY LIMITED**
2. The Registered Office of the Company shall be situated in Tanzania.
3. The objects for which the Company is established are:
 - a. To carry out business of Importing & selling of solar equipments.
 - b. To carry on business of import and selling of hardware & electrical items and suitcases, bags, luggage.
 - c. To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease , or exchange or otherwise acquire concessions, grants, easements, options, claims properties, cassettes and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work, exercise develop and turn to account mines and mining rights and any undertaking any connected therewith
 - d. To carry out the business of import and supply of foodstuff, and agriculture products.