

# 房屋租赁合同

## LEASE CONTRACT

出租方 (甲方) Landlord (Part A) : BOLEYN INTERNATIONAL (T) LTD.  
P. O. BOX 72593 DAR ES SALAAM

承租方 (乙方) Tenant (Part B): Kai Yue Mining Investment and Trade Ltd  
P. O. BOX

### 第一条: 出租房产 Property for Lease

位置 Location: KIBAHA, Morogoro Highway, Tanzania

车间和仓库 Workshop & Warehouse 4320 M2

三层办公楼和住房 Three Floors Office Building with Resident rooms: 1728 M2

### 第二条: 租赁期限 Lease Term

- 1、 房屋租赁期五年。自 2023 年 5 月 1 日至 2028 年 4 月 30 日。甲方应于 2023 年 5 月 1 日前将钥匙交付给乙方。房屋经甲乙双方交验签字并移交钥匙以后视为交付完成;  
The rental period is five years from 1<sup>st</sup> May 2023 to 30<sup>th</sup> April 2028.

- 2、 合同有效期满后,可以续签五年, 租赁条款由双方协商同意。租赁期满或合同解除后,甲方有权收回房屋,乙方应返还房屋及其附属物品、设备设施。甲乙双方应对房屋和附属物品、设备设施及水电等使用情况进行验收, 结清各自应当承担的费用;  
The rental agreement is renewable for five years after expiry subject to terms and conditions negotiable and agreeable by both parties. After the lease term expires or the contract is terminated, Party A has the right to take back the buildings, and Party B shall return the building and its accessories, equipment and facilities. Party A and Party B shall check and accept the use of the buildings and ancillary items, equipment and facilities, water and electricity, etc. and settle their respective expenses;

- 3、 乙方继续承租的,应于合同期限届满前三个月向甲方提出续租要求, 协商一

致后双方重新签订房屋租赁合同。

If Party B continues to lease, he or she shall submit a renewal request to Party A three months before the expiration of the contract period, and the two parties shall resign the lease contract after negotiation.

### 第三条 租金 RENT

1、 租金标准及支付方式：年租金 650,000 元（六十五万人民币整），2023 年 4 月 30 日前支付；  
Rent standard and payment method: Annual (650000RMB). Pay before 28<sup>th</sup> March 2023;

#### 2. 租金涨价

第一年和第二年租金维持不变。第三年至第五年，租金在上年基础上每年涨价 5%。

The rent shall remain unchanged in the 1<sup>st</sup> and 2<sup>nd</sup> years.

5% increment shall be adjusted based on the rent of the last year beginning from the 3<sup>rd</sup> year.

#### 2、 支付方式：银行转账

Payment method: bank transfer

刘卫军 招商银行 6214832723312653

陈芝丹 招商银行 6214830274941078

### 第四条 房屋维护及维修

租赁期内，乙方应保障房屋及其附属物品、设备设施处于安全的状态，因乙方保管不当或不合理使用，致使房屋及其附属物品、设备设施发生损坏或故障的，乙方应负责维修或承担赔偿责任。

During the lease period, Party B shall ensure that the buildings and its accessories, equipment and facilities are in a safe state. If the buildings and its accessories, equipment and facilities are damages or malfunctioned due to improper unreasonable use by Party B, Party B shall be responsible for maintenance or compensation.

### 第五条 合同解除 Termination of the Contract

1、 合同期内，合同一方因公司业务变更或调整需要终止合同，需要提前三个月书面通知对方；

During the term of the contract, one party needs to notify the other

party in writing three months in advance of the termination of the Contract due to business changes or adjustments;

2、因战争、地震、政治动荡、国家骚乱以及企业破产等不可抗力因素导致本合同无法继续履行，本合同自行解除；  
If the Contract cannot be continued due to Force Majeure factors such as war, earthquake, political turmoil, national turmoil, and enterprise bankruptcy, the Contract shall be automatically terminated;

### 第六条 适用法律 Applicable Law

本合同适用于坦桑尼亚商业法。  
The Contract is applicable to Tanzania Commercial Law.

### 第七条 合同生效 Validation of the Contract

本合同本着公平合理和互惠互利的原则，经双方协商达成一致，经双方签字后生效，本合同用中英文语言一式两份，各持一份。

This contract shall come into force while signed by both parties after negotiation and consultation based on principals of equality and fairness and mutual benefits.

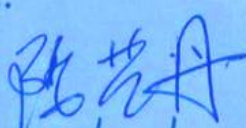
This contract is made in duplicate, with each party holding one copy both in Chinese and English.

出租人（甲方）签章：

Landlord (Party A)

Signature:

时间 Date:

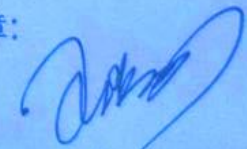
  
10 / 3 / 2023

承租人（乙方）签章：

Tenant (Party B)

Signature:

时间 Date:

  
10 / 3 / 2023