

LEASE AGREEMENT

BY AND BETWEEN

**MOHAMEDARIF HAJI SOMJI trading as HMS ESTATES P. O. B
Salaam - Tanzania**

(Lessor)

AND

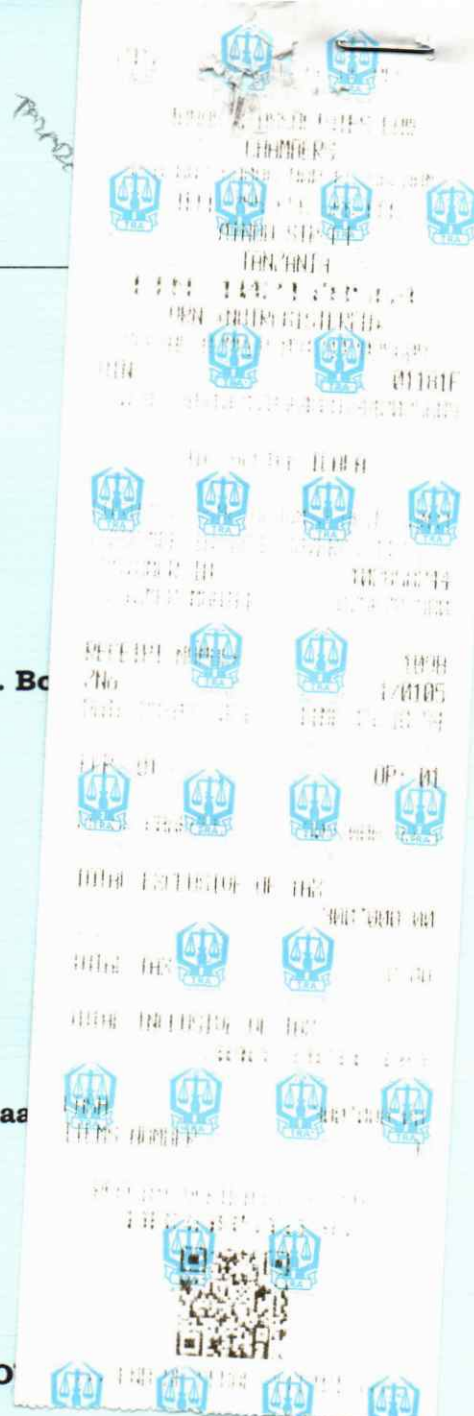
KINGLION INVESTMENT COMPANY LIMITED of Dar es Salaam

(Lessee)

In Respect of UNIT A # 2(SHOWROOM) & 3(WAREHO

PLOT NUMBER 30B/2,BLOCK NYERERE ROAD,

DAR ES SALAAM



LEASE AGREEMENT

THIS LEASE is made and entered at Dar es Salaam on this 1st day of October 2021.

By and BETWEEN

MOHAMEDARIF HAJI SOMJI trading as HMS ESTATES and registered pursuant to and in accordance with the provision of the Tanzania Business Names (Registration) Act, with **Registration Number of P.O Box 1052, Dar es Salaam** (hereinafter called and referred to as the **“Lessor”** which term of expression as herein used shall where the context so required or admits, mean and include his successors, heirs, liquidators and assigns) of the one part,

AND

KINGLION INVESTMENT COMPANY LIMITED of **Dar es Salaam – Tanzania**, a company dully registered under the Companies Act, 2002 certificate of incorporation NO. 126046, TIN NO. 130-201-121 (hereinafter referred to as **“Lessee”** which expression shall include his/its Successors and assign where the context so admits) of the other part

WHEREAS the Lessor offered verbally his premises referred to as **Unit A #2(SHOWROOM) & 3(WAREHOUSE) measuring approximately 1300 SQM** situated along **Nyerere Road, Plot Number 30B/2 Block Njaro Street, Industrial area** for lease to the **Lessee** indicating among other things description of the premises, intended rental and other key terms of references; And

WHEREAS the **Lessee** on 1st day of October, 2021 signified his acceptance of the offer, as seen all together with its terms of references and showed intention to contract;

THEREFORE, BOTH PARTIES HEREBY AGREE TO IT THAT:

1. **THAT** the **Lessor** is the lawful Owner sufficiently entitled to all that divided and define premises including **Unit A #2 (showroom) & 3(warehouse) measuring approximately 1300 SQM At Plot Number 30B/2 Block, Nyerere Road**, and that the **Lessor** has agreed to lease part of the property unto the said **Lessee** and the **Lessee** has agreed to take on lease the said part of the property from the said **Lessor** for the period and on the rental, terms and conditions hereafter set out.

3. The **Lessee** has before entering into this agreement inspected and accepted the demised premises in the condition it is in. The duty to maintain the said premises in all aspects shall be upon the Lessee only. There shall not be any service charges that the Lessee will be required to pay to the Lessor hence the duty to maintain the said premises.
4. The **Lessee** shall procure his own security guards who will ensure the security and safety of the Lessee's staffs and properties. The Lessee should further insure his staff, goods and properties against any accident whatsoever. The liability as to safety of Lessee's staff and goods is entirely upon the Lessee. The Lessor shall not be responsible in any manner whatsoever,
5. To procure all licenses and permits required for allowed usage of the demised Premises by **Lessee** as **KINGLION INVESTMENT COMPANY LIMITED**.
6. The **Lessee** shall maintain and keep the demised premises in a clean and sanitary state and keep the demised premises in accordance and conformity with the rules and regulations laws and by laws of the relevant local authority and or any other statutory body in force in Tanzania and keep the **Lessor** freed and indemnified from all prosecutions and fines which may be imposed in consequence of the breach or non-performance of any rules and regulations laws or by laws as far as the demised premises are concerned, provided same is not due to any act or omission on the part of the **Lessor**.
7. The **Lessee** shall not assign sub-let lease or part with the possession of the demised premises or any part or portion thereof except with the written consent of the **Lessor** being first had and obtained.
8. The **Lessee** undertakes not to do any structural alterations or improvement to the demised premises, other than the fixing or additional electrical appliances, and other necessary equipment's required to improve the living condition of the demised premises and such equipment as may be necessary for security purposes provided that such fixation or additions has been communicated to the **Lessor** and such consent shall not be unreasonably withheld by the **Lessor**. **Lessee** shall not be permitted to do any alteration of improvements to the demised premises for the purposes so desired by themselves. At the expiration of this Lease the **Lessee** shall as far as practicable restore the premises hereby demised to its original state in a good and tenantable condition well maintained, reasonable wear and tear expected.
9. The **Lessor** shall ensure all payments due to the relevant local authorities and any other statutory body such as Tanzania Revenue Authority, city council in



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A handwritten signature in blue ink, "MOHAMED ARIF SOMJI", is written over a rectangular stamp. The stamp contains the text: "T/A ESTATE", "P. O. BOX 2052", and "DAR-ES-SALAAM".

2. **THAT** for and in consideration of the lease-rental to be paid by the said **Lessee** and its aforewritten as hereinafter provided unto the said Lessor and their aforewritten and in consideration of the covenants provisions and agreements as hereafter contained on the part and on behalf of the **Lessee** and its aforewritten to be paid, observed and performed the said **Lessor** do hereby lease and demise unto the said **Lessee** and its aforewritten the leased premises known as **Unit A #.2(Showroom) & 3(warehouse) measuring approximately 1300 SQM At Plot Number 30B/2 Block, Nyerere Road.**

3. **TO HOLD** the said demised premises hereto together with the fixtures and the exclusive right to use the rights, privileges, easements, servitudes and appurtenances whatsoever thereto belonging unto the said premises and its aforewritten for and during the term or period of 2 years subject to renewal of the lease commencing from the **1st day of October 2021 to the 30th day of September 2024.** This Lease Agreement may be only renewable at the option and agreement of both parties.

- a) **YIELDING AND PAYING THEREFORE** during the said term unto the said Lessor the clear lease rental of **\$6000 (to be paid in Tanzanian shillings) + VAT** per month to be paid **Six months** in advance upon execution of this Lease Agreement. The above-mentioned amount will be deducted Tanzania Revenue Authority (TRA) withholding tax and upon completion of this tax payment, the Lessee shall present a certified copy of the proof of payment to the Lessor.

4. The said Lessee and its aforewritten do hereby covenant with the Lessor and his aforewritten that the said Lessee and its aforewritten shall and will during the continuance of this Lease Agreement hold the said Lease subject to the following obligations on the part of the Lessor and the Lessee respectively to be observed and performed.

(A) The Lessee hereby Covenants with the Lessor as follows:

1. The **Lessee** shall timely pay the lease rental amount stipulated herein above without failure. The applicable policy shall be **PAY& STAY.** Failure to pay rent on time will amount to breach of this agreement and the Lessee shall be required to surrender the leased premises.

2. The **Lessee** shall use the premises hereby demised as a Light Industrial Warehouse, Showroom and Office, unless otherwise agreed. In case the Lessee wants to use the demise premises for and additional purpose, he shall notify the **Lessor** in writing accordingly before commencement of the envisaged activity.



respect of the premises and/or on the rental payable thereon, in respect of the any rights of way, easements servitudes, appurtenances obtained, rented by the **Lessor** from such authorities in respect of the demised premises are paid to the said authorities as and when they become due the **Lessor** shall ensure that the agreements/ license in respect of the same are kept in force and renewed prior to the expiration thereof.

10. In the event of the **Lessee** required a renewal of this lease for a further period at the expiry of this lease, the **Lessee** shall apply to the **Lessor** or their duly authorized representative not less than three (03) months prior to the expiry of this lease, provided that such renewal shall be granted at the option of the **Lessor** and on the terms and conditions to be mutually agreed upon between the Parties hereto and provided also that such renewal shall not be withheld without reasons by the **Lessor**.
11. The **Lessee** shall pay the monthly bill for the usage utilities including water, sanitation, sewer, electricity (according to a separate meter that has been installed), gas, power, fuel and other services incident to Lessee's use of the Demised Premises whether or not the cost thereof be a charge or imposition against the demised premises.
12. The **Lessee** shall ensure that all bills in respect of sanitary removal and such fees levied by the local authority in respect of services provided to the demised premises by such local authority will be paid during the continuance of the lease period.
13. The **Lessee** shall pay the telephone bills, electricity bills and utilities dues in respect of the demised premises for and during the current of this agreement.
14. The **Lessee** shall ensure that the demises premises are not used in any manner that could create annoyance or nuisance or danger to the public or to the neighbours.
15. The **Lessee** shall permit the **Lessor**, his agents or authorized officers (such agents and authorized officers being identified in writing by the **Lessor**) on a reasonable notice to enter upon the demised premises during working hours for the purposes of viewing and /or executing such repairs as may be necessary to the demised premises. The requirement of notice shall not apply at times of emergency or where the property is in danger.



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MOHAMED ARIF SOMJI
T/A HMS ESTATES
P. 1052
DAR-ES-SALAAM

16. The **Lessee** shall and will at the expiration or other sooner determination or termination of this Lease peaceably and quietly deliver up and surrender the said premises hereto described together with the fixtures, electrical appliances and equipment unto the **Lessor**, as well as removing its goods and effects and those of all persons claiming under it, and to yield up to **Lessor** the demised premises in good order, repair and condition in all respects.

17. The **Lessee** shall be entitled to terminate this lease by giving the **Lessor** not less than three (03) months' notice of its intention to do the same and at the end of the said three (03) months' notice, this Lease shall end. The **Lessor** shall not refund any amount subject to lease to the **Lessee** and the **Lessee** shall be entitled to remove and take away all the items brought in by it to the demised premises without causing destruction to the premises. Provided that the provisions of this paragraph shall also be applicable to the **Lessor** mutatis mutandis.

(B) The Lessor hereby covenants with the Lessee as follows:

1. The **Lessor** shall permit the Lessee to bring its fixtures, tools, workshop equipment and other electrical items to include communication equipment and other items connected thereto, and install the same at the demised premises.

2. The **Lessor** does hereby for himself and his aforewritten covenant with the Lessee and its aforewritten that the Lessee paying the lease rental hereby reserved and agreed and observing and performing the several covenants and stipulations herein on its part contained shall peacefully hold and enjoy the demised premises during the said term without any interruption by the **Lessor** any person/s: lawfully claiming under or in trust for the **Lessor**. **Failure to timely pay the stipulated rental amount stipulated hereinabove for a duration of three (3) consecutive months will result to lockdown of the leased premises followed by eviction and termination of this Lease agreement.**

3. The **Lessor** shall warrant and defend title to demised premises and indemnify and keep the Lessee indemnified and saved harmless and reimbursed at all times from all claims demands costs and damages losses outgoings which may be incurred or suffered by the **Lessee** arising out of the title to the demised premises and/or any misrepresentation by the **Lessor** to the said **Lessee** in respect of the authenticity, validity and legality of the title to the demised premises and of the usage of the demised premises as a business premises.

4. The **Lessor** shall expressly mention this indenture of Lease hereby created in any agreement, contacts, liens, mortgages hypothecations, securities and/or deeds



MUHAMMAD AKIF SOMJI
T/A HHS ESTATES
P. O. BOX 1052
DAR-ES-SALAAM

including deeds of transfer and gifts of the ownership of the demised premises or any part thereof and shall bind the grantees purchasing or naggings to the effect that such grantees purchasers or assignees will abide by the terms and conditions and previous of the indenture of lease hereby created.

5. The **Lessor** shall not encumber in any way the demised premises and shall do the same only if adequate notice has been saved to the Lessee and that it is in agreeable to the same and the **Lessor** shall in the event of the Lessee's acknowledgement of the notice pay regularly all interest and capital due on account of any mortgage bonds in respect of the said demised premises and shall keep the **Lessee** free from dispossession or eviction due to the non-payment thereof. The **Lessee** although not obliged to shall be entitled to pay any mortgage installments due and deduct the same from the lease rentals.

6. At the expiry or termination of this Lease Agreement the Lessor shall permit the **Lessee** to remove from the demised premises any removable fixture and fittings added by him during the pendency thereof provided such fixtures and or fittings were not compensated by the **Lessor** and that the removal does not affect the structure of the building or property generally.

7. The **Lessor** shall not be responsible for the security and insurance of the Lessee's properties and staffs.

(C) RENTAL REVIEW:

This Agreement is specific for 24 Months (Two Calendar Years). The rental agreed herein will be FIXED at the rate given and there will be NO rental review until end of the tenure subject to renewal of the second calendar year.

(D) PROVIDED ALWAYS THAT and it is hereby agreed by and between the parties:

1. The **Lessee** shall be primarily liable and responsible for any damage due to violence or any civil commotion or riots or of fire floods or earthquakes and any other cause whatsoever, or due to any bad workmanship in the construction of the said building its foundations retaining walls if the buildings, or damage to its electrical, water, drainage or sewage as a result of which major structural repairs become necessary.
2. The damage to or theft of property or possessions, shall be the responsibility of the lessee. The lease is urged to insure his properties at his own expenses against any loss.



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MOHAMED ARIF SOMJI
T/A HNS ESTATES
P. O. Box 152
DAR-ES-SALAAM

3. In the event of there being any disagreement regarding the valuation or quantum in respect of damages if any caused to the building as a result of the negligence of the said **Lessee** the matter shall be referred to an independent valuer agreed upon by the parties hereto, whose decision shall be final as far as issues before him are concerned. In the event that either party is dissatisfied with the decision of the valuer he may refer the matter to the High Court of Tanzania.
4. LESSEE'S Alterations: The **Lessee** shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the **Lessee** shall deem expedient or necessary for its purposes; PROVIDED, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises and that the **Lessee** obtained the consent thereto of the **Lessor** in writing. The **Lessor** agrees that it shall not withhold such consent unreasonably, provided further that all alterations and/or changes made to the leased premises shall become and remain to be the properties of the **Lessor** at the end of the lease tenure. The **Lessee** will not have any right to remove anything, which appears to be permanent attached to the Property.
5. SECURITY DEPOSIT/LIEN: For avoidance of doubt and to safeguard the prime interests of the **Lessor**, the **Lessee** herein shall pay a total sum of CASH equivalent to One (01) Month Rental Charges (excluding VAT) to the **Lessor** to be kept as a Refundable Security Deposit re-payable at the end of the tenure provided the Lessee has fully and faithfully carried out all of its terms. This Security Deposit backed by cash is a mandatory obligation and shall herein be referred to as a Special Condition to this Lease Agreement.
6. All notices to be given in respect of this Lease shall be given by sending the same by registered post at first place in the case of the Lessor addressed to the **Lessor, Mr. MOHAMEDARIF HAJI SOMJI of P. O. Box 1052 Dar es Salaam - Tanzania** and to the **Lessee, Mr. Ming Shiguo for KINGLION INVESTMENT COMPANY LIMITED of Dar es Salaam-Tanzania** or to such other address as may be furnished in writing by registered post by the parties hereto each other without prejudice of the laws and procedures governing service of notices. If convenience, notices can be served by physical delivery with a proof of a dispatch-book dully signed and endorsed.
7. The parties shall take an inventory of all furniture, fixtures and fittings in the demised premises at the start and termination of this Lease Agreement to enable the **Lessee** remove any furniture, fixture and fittings they brought in at the start and during pendency of this Agreement.



MOHAMED ARIF SOMJI
T/A H.M. ESTATES
P. O. Box 1052
DAR-ES-SALAAM

8. The parties shall pay in equal shares the Stamp Duty of this Lease; the Lessee's lawyer fees and expenses in respect of this Lease shall be borne by the **Lessee** and the **Lessor** shall bear their own legal expenses and fees.

9. INDEMNITY BY LESSEE: The **Lessee** shall save and hold the **Lessor** harmless and indemnify him from all injury, loss, claims or damage to any person, property, goods and/or machineries kept or found within the demised Premises during existence of this lease. **Lessee** shall maintain, at its own sole discretion, with respect to the demised Premises, an insurance cover for injury or death of its employees and customers together with its properties against fire or theft. A copy of the policy or a certificate of insurance, if any, shall be delivered to **Lessor** on or before the commencement date and no such policy shall be cancelable without prior written notice to the **Lessor**.

10. This Lease Agreement shall be subject to the Laws of the United Republic of Tanzania and in case of any dispute concerning this agreement, the parties shall resolve the same amicably through mediation in which the mediator will be appointed with the consent of both parties. In circumstances the disputed is failed to be resolved through mediation, the same shall be referred to a court of Law with competent jurisdiction to try it, and the same shall be executed as per attachments.

IN WITNESS WHEREOF the **Lessor** and the said **Lessee** have set their hands and common seal at the place and date afore written:

SIGNED and **DELIVERED** before me at
 Dar es Salaam by the said **MOHAMEDARIF HAJI SOMJI**
 (for and on behalf of **HMS ESTATES**) who is
 known to me personally
 this.....day of.....2021.

MOHAMED ARIF SOMJI
 T/A HMS ESTATES
 P.O. Box 1052..
 MOHAMEDARIF H. SOMJI

BEFORE ME:

Full Name: Claudiah Nestory
 Signature: [Signature]
 Postal Address: 3256 D.M.
 Designation: ADVOCATE



[Signature]

MOHAMED ARIF SOMJI
 T/A HMS ESTATES
 P.O. Box 1052
 DAR-ES-SALAAM

STAMPED/SEALED with at Dar es Salaam with
 the **COMMON SEAL** of the
KINGLION INVESTMENT COMPANY LIMITED
 in our presence this ___ day of _____ 2021



1. Full Name: SUMAI HAO DING
 Signature: [Signature]
 Postal Address: P.O. Box 15245
 Designation: CHIEF MANAGER

2. Full Name: ASHRAF NOUR TITU
 Signature: [Signature]
 Postal Address: P.O. Box 33466 NM
 Designation: COMPANY SECRETARY

BEFORE ME:

Full Name: Claudia Nestory
 Signature: [Signature]
 Postal Address: 32566 SSM
 Designation: ADVOCATE



STAMP DUTY
 Shs: 1,660,413.60 Collected
 Receipt No: 998420360213 Date: 08/10/21
[Signature]
 Regional Manager - Kariakoo

Exchange Rate - 2,306.13
 WHT - 16,604,136.00
 Stamp Duty - 1,660,413.60
18,264,549.60



[Signature]
08/10/2021

[Signature]
 MOHAMED ARIF SUMJI
 T/A HME ESTATES
 P.O. Box 1052
 DAR ES SALAAM

*** START OF LEGAL RECEIPT ***

MOHAMED ARIF SOMJI T/A HMS ESTATES
P.O BOX 1052, TEL NO: 0784 787 380
PLOT NO: 30B NYERERE ROAD
DAR ES SALAAM, TANZANIA
TIN: 102858247
VRN: 40025868E

MOHAMED ARIF SOMJI Real Estate

P.O. BOX 1052 DAR ES SALAAM
Keko Gerezani industrial area
Tel: 0784 787 380, 0756 787 380

SERIAL NUMBER: 0872003013
VIN: 01TREMOLM-109748056
1028582470872003013
TAX OFFICE: TEMEKE

VAT No. 40 - 025868 - E TIN No. 102 - 858 - 247

CUSTOMER NAME: Kinglioninvestmentcoltd
CUSTOMER ID TYPE: TIN
CUSTOMER ID: 130201121
CUSTOMER MOBILE:
CUSTOMER VRN: 40024837m

Y INVESTMENT CO LTD Date: 3/2/2022

W/H
COPT
Paid

RECEIPT NUMBER: 000000149
ZNO: 0006/00499
RECEIPT DATE: 04-02-2022 TIME: 15:52:20

SALAAM

No. 0115

RENTAL
1 X 99,403,200.00 99,403,200.00 A

-688

EXCLUSIVE OF TAX 84,240,000.00

7-m.

TIN No. 130-201-121

TAX A-18% 15,163,200.00

TOTAL TAX 15,163,200.00

TOTAL INCLUSIVE OF TAX 99,403,200.00

CREDIT 99,403,200.00

RECEIPT VERIFICATION CODE
8C7D9B149



ARS	PER MONTH Tshs.	SUB TOTAL
SHOWRMS.		
40		
1/1/2022		
000	14,040,000	84,240,000
7 2022		
NINE MILLION FOUR HUNDRED THOUSAND		
THOUSAND TWO HUNDRED ONLY		
	Sub Total	84,240,000
	VAT Amount	15,163,200
	Total Amount	99,403,200

*** END OF LEGAL RECEIPT ***

Payments terms 30 days net.