

LEASE AGREEMENT

BETWEEN

EDWARD R. MDOE

AND

FANGFANG TANZANIA LIMITED

**CONCERNING THE LEASE OF A GODOWN PREMISES SITUATED AT MBEYA, DISTRICT
MBEYA CBD, UYOLE INDUSTRIAL AREA, POSTAL CODE 53126, STREET UYOLE, ROAD
4, PLOT NUMBER 4, BLOCK NUMBER BB, HOUSE NUMBER 8**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this **1ST** day of **JANUARY 2024**

BETWEEN

EDWARD R. MDOE an adult, natural person of Mbeya, (hereinafter referred to as “**the Landlord**”), which expression where the context so admits includes the person deriving title under the Lessor, its successor and assigns of the one part;

AND

FANGFANG TANZANIA LIMITED a duly registered company under the laws of the United Republic of Tanzania, (hereinafter referred to as “**the Tenant**”), which expression where the context so admits includes the person deriving title under the Lessee, his successors and assigns of the other part.

WHEREAS, the Landlord is the legal and lawful owner of shops situated at MBEYA, DISTRICT MBEYA CBD, UYOLE INDUSTRIAL AREA, POSTAL CODE 53126, STREET UYOLE, ROAD 4, PLOT NUMBER 5, BLOCK NUMBER BB, HOUSE NUMBER 8, (collectively hereinafter referred to as the ‘Demised Premises’) and is desirous to lease the same to the Tenant.

THE PARTIES HEREINABOVE NAMED WITNESSETH the following:

1. DESCRIPTION OF THE PROPERTY

The Demised Premises is a godown for purposes of setting up a light industry of manufacturing plastic bottles.

2. COMMENCEMENT AND DURATION OF THE LEASE

The Lease hereby created shall be valid for a period of **Five (5) Years** commencing on **1st** day of **August 2024** and expiring on the **31st** day of **July 2029**. The term may be renewed upon mutual consent of the parties and upon new terms and conditions.

3. RENT PAYABLE

3.1 The monthly rent shall be **Tanzania Shillings Two Million Five Hundred Thousand (TZS 2,500,000/=)** net of all government taxes, including but not limited to Withholding Tax.

3.2 The Rent shall be paid by the Tenant to the Landlord every **6 months** in advance commencing at the time of signing this lease agreement.

3.3 There shall be a rent review after Two years of this Agreement.

3.4 The said amount under clause 3.1 shall be payable to the Landlord’s designated bank account

4.0 THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:

4.1 To effect timely remittance of the payable rent as per the terms and conditions stipulated under clause 3.0, except as shall be otherwise agreed by the Parties under this Agreement in writing.

4.2 To make good and maintain all internal decorations, doors, windows to the Tenant’s own satisfaction and at the Tenant’s own expense and without any formal demand to the

Landlord for any reimbursement of such renovations, and shall not be entitled to any compensation upon termination or lapse of this Agreement for such improvements.

- 4.3 To pay all charges for electricity, water and sewerage used or consumed on the Demised Premises (according to a separate meter installed for the Demised Premises).
- 4.4 To maintain the Demised Premises, including but not limited to electrical, water and sanitary fixtures and fittings in good condition and repairs.
- 4.5 Notwithstanding the terms under clause 4.2 above, the Tenant shall not carry out any alterations or additions to the Demised Premises without the Landlord's prior written consent which the Landlord shall not unreasonably withhold.
- 4.6 The Tenant shall not assign, sublet or transfer the possession of the Demised Premises or any part thereof without the Landlord's prior written consent.
- 4.7 The Tenant shall keep and maintain at his own expenses policies of insurance against theft or loss by fire or damage of the contents of the Demised Premises belonging to the Tenant and public liability coverage for personal injury and property damage and indemnify the Landlord against any claims arising from damage or loss due to fire, theft or any other incidents. This also includes security of the premises.
- 4.8 To comply with City or Urban Authorities requirements as to refuse collections, health regulations. This includes maintaining cleanliness of the outside area surrounding the demised premises.
- 4.9 The Tenant shall permit the Landlord to enter upon and inspect Demised Premises at reasonable times of the day with the Tenant's prior written or verbal consent which shall not be unreasonably withheld and, during the last two months of the term hereof, the Tenant shall permit the Landlord accompanied by any person or persons to enter at reasonable times of the day and inspect the Demised Premises by previous arrangement.
- 4.10 The Landlord reserves the right of vehicular and pedestrian access to the parking lot which is part of the Demised Premises, access which will not be denied by the Tenant at any time.

5.0 THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:

- 5.1 That the Landlord undertakes to entitle the Tenant quiet and peaceful enjoyment of the demised premises during the term hereby created without unlawful interruption by the Landlord, or any other person claiming under him or in trust of him.
- 5.2 The Landlord shall pay and discharge all rates, taxes, and land rent assessment, except service charges, upon the demised premises to the City or Urban Authorities.
- 5.3 The Landlord shall not be liable for any property, damage or personal injury suffered by or caused to the Tenant or any person, whatsoever arising out of the use or occupation of the Leased Premises or any part thereof and the Tenant shall indemnify the Landlord against all damages, loss or injuries occasioned to any other person or persons caused by any act, default, negligence or omission of the Tenant, its servants, agents, licensees or invitees.

6.0 COMMUNICATION AND NOTICES

FOR THE LANDLORD: NICOLA EDWARD MDOE
Tel: +255 786 692 421

FOR THE TENANT: KAI CHEN
Tel: +255 754 380 732

7.0 DEFAULT AND TERMINATION

7.1 If the Tenant fails to pay the rent herein reserved on its due date or if the Tenant fails to perform or observe any of the covenants herein on its part to be performed and observed and such failure (to pay rent or perform or observe any of the Tenant's covenants) remains uncured for sixty (60) days after written notice by the Landlord to the Tenant advising the Tenant of the nature of the failure and requiring it to be rectified, the Landlord may re-enter upon and take possession of the Leased Premises whereupon this Lease Agreement shall terminate without prejudice to the Landlord's rights for any antecedent breach.

7.2 Either party may terminate this Lease Agreement at any time by giving at least **Three Months'** notice in writing to the other party. Should the Tenant wish to terminate the contract without default on the part of the Landlord, the Landlord shall not refund any rent that was paid by the Tenant.

8.0 DISPUTE RESOLUTION AND GOVERNING LAW

8.1 In the event of a dispute on any provision of this Lease Agreement the parties shall, in good faith attempt to resolve the dispute. In the event that this fails, this matter shall be resolved in the respective legal authorities in Tanzania. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the United Republic of Tanzania

9.0 FORCE MAJEURE

9.1 Neither Parties shall be liable for failure to perform, any or all of the provisions set out in this Agreement if the performance has been delayed, hindered or prevented by any reason outside the control of the defaulter even though the responsible party exercised due diligence.

9.2 When such failure or delay of the Agreement is caused by Force Majeure: such as, Acts of God, strikes, fire, floods, wars (whether declared / undeclared), riots, destruction of the materials, delays of carriers due to break down or adverse weather, perils of embargoes, accidents, restrictions imposed on by any Governmental authority (including allocations, requisitions, quotas and price controls).

10.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, understanding and discussion, oral or written, with respect to the subject matter of this Agreement. Any modification of this Agreement shall be effective only if in writing and executed by the parties.

IN WITNESS WHEREOF the **Tenant** and the **Landlord** duly execute this Agreement in a manner and on the dates hereinafter appearing and shall sign Two Original copies.

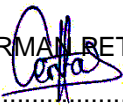
SIGNED and **DELIVERED** by the said
EDWARD R. MDOE who is known
to me/identified me bythe
latter being known to me personally, in my presence
this 11th day of March 2024



EDWARD R. MDOE

BEFORE ME:

Full Name : HERMAN PETER GERVAS

Signature : 

Postal Address: P. O. Box 2730

: Arusha, Tanzania

Designation : **COMMISSIONER FOR OATHS**



SEALED with the **Common Seal** of
FANGFANG TANZANIA LIMITED and **DELIVERED**
Before us this 11th day of March 2024

Full Name : CHEN YONGFU

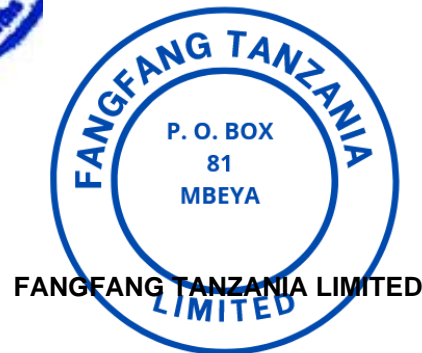
Signature : 

Designation : DIRECTOR

Full Name : QI CONGFANG

Signature : 


Designation : DIRECTOR



FANGFANG TANZANIA LIMITED

BEFORE ME:

Full Name : HERMAN PETER GERVAS

Signature : 

Postal Address: P. O. Box 2730

: Arusha, Tanzania

Designation : **COMMISSIONER FOR OATHS**

