

LEASE AGREEMENT

BETWEEN

**SILVERSANDS INVESTMENT LIMITED
(LESSOR)**

AND

**HAIYU GROUP INDUSTRY (TZ) LIMITED
(LESSEE)**

**RELATING TO THE LEASE OF BLOCK No. 10, KILIMANJARO PARK KIGAMBONI,
DAR ES SALAAM.**

LEASE AGREEMENT

This **LEASE** made this 1st day of February, 2024

BETWEEN

SILVERSANDS INVESTMENT LIMITED, a limited liability company incorporated under the laws of Tanzania with incorporation number 98608, having a principal place of business at Block No. 3 Kilimanjaro Park Kigamboni, Dar es Salaam (hereinafter called "the **Lessor**" which expression shall, where the context so admits, include its assigns and successors in Title) of the one part;

AND

HAIYU GROUP INDUSTRY (TZ) LIMITED of P.O.Box 11858, Dar es Salaam (Hereinafter referred to as the "**Lessee**") which expression shall where the context so admits include its assigns and successors in title on the other part.

WHEREAS;

- A.** The Lessor is the beneficial owner of Block No. 10, Kilimanjaro Park Kigamboni, Dar es Salaam.
- B.** The Lessor has agreed to lease the same to the Lessee according to the terms and conditions stipulated herein.

NOW THIS LEASE WITNESSETH AS FOLLOWS:

1.0 COMMENCEMENT AND DURATION OF THE LEASE:

- 1.1 The Lease shall be for a term of 1 year commencing from **1st February 2024 to 11st February, 2025**
- 1.2 The parties herein agree that the period of the lease may be renewed for a further term as shall be agreed upon by both parties at the time of the renewal.

2.0 THE LANDED PROPERTY:

The Lessor has agreed to demise to the Lessee the landed property situated at Block No.10 Kilimanjaro Park Kigamboni, Dar es Salaam.

3.0 RENT AND TERMS OF PAYMENT:

- 3.1 The amount of rent payable for the apartment shall be TZS **1,000,000/=** per month payable in TWO installment Before 1st February, 2024 and 1st February, 2025, lessee shall settle the first TZS 12,000,000 payment which will be regard as 1 year rent.
- 3.2 The rent shall be paid punctually without any deductions whatsoever save for Withholding Taxes which shall be the duty of the lessee to remit to the Tanzania Revenue Authority.
- 3.3 All sums due to be paid by the Lessee under this agreement are expressed exclusive of VAT, and the Lessee shall in addition pay the full amount of any VAT or other similar tax on those sums for which the Lessor is entitled to.

4.0 USE OF THE LEASED PROPERTY:

- 4.1 The parties herein agree that the landed property subject of the lease shall be used for industrial purposes.

5.0 THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS: -

- 5.1 To keep at all times the interior of the demised premises and appurtenances thereof including doors, windows and other glass fixtures, fittings, fastenings, electric wires and fittings, waste drain and other pipes, sanitary and water apparatus therein and the painting; in good repair and condition throughout the said term (fair wear and tear exempted) and without prejudice to the generality of the foregoing covenants to clean regularly all windows both inside and outside in the demised premises.
- 5.2 To be responsible and indemnify the Lessor against all damages occasioned to the demised premises or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default or negligence of the Lessee or the servants, agents licensees, invitees of the Lessee.
- 5.3 Whenever a need arises, to paint in a proper and workmanlike manner all the inside walls, wood, iron and other parts with two good coats of paint of suitable quality and colour approved in writing by the Lessor, and also with such painting to wash, cleanse and varnish in a proper and workmanlike manner all internal parts of the demised premises that have been of ought properly be so painted.
- 5.4 Not to erect any other building structure, pipe, partition, wire nor to make or suffer to be made any alteration nor to commit or permit or suffer any waste, spoil, or destruction in

or upon the demised premises nor to cut, or injure any of the roofs, walls, timbers, wires, pipes, drains, fixtures or fittings thereto without the prior consent of the Lessor which consent shall not be unreasonably withheld.

5.5 At any time during the term of this lease agreement, the lessee shall have the option to purchase the leased property from the Lessor.

PROVIDED ALWAYS THAT the Lessee shall, subject to prior consent in writing of the Lessor, which consent shall not be unreasonably withheld, having been obtained be permitted to purchase the landed property as per the agreed prices.

5.6 To permit the Lessor and his agents, at all reasonable times of the day upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises;

(a) For the purpose of carrying out therein and effecting any desirable and necessary repairs to the building or to any adjoining premises now or hereafter belonging to the Lessor; or

(b) To view the state and condition of the demised premises and upon discovery of any defect on the internal decorative finishes of the premises caused by the lessee, the Lessor shall give to the Lessee a notice in writing to repair and make/good the same. If the Lessee shall not within the period specified in the written notice commence and proceed execution of the works specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the demised premises and execute such repairs and works. The cost (which expression shall include but not be limited to all legal costs, and surveyors' fees and other expenses whatsoever attendant thereon) shall be a debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action. **PROVIDED THAT** the lessee shall not be responsible for repair caused by fair wear and tear.

5.7 Not to store or bring upon the demised premises or building any articles or combustible, inflammable or of dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the demised premises or building.

- 5.8 Not to do or suffer on the demised premises or any part of the building any act, matter or thing, whatsoever which may be or tend to annoy, damage or disturb the Lessor or the owners or occupiers of any adjoining or neighbouring premises.
- 5.9 To use and occupy the demised premises solely and exclusively for industrial purposes.
- 5.10 Not to assign, sublet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.
- 5.11 To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of every breach or non-observance of the Lessee's covenants herein contained and to indemnify the Lessor against all action, claims, liability, costs and expenses arising therefrom.
- 5.12 To observe and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the demised premises and/or the building and notified in writing by the Lessor to the Lessee from time to time.

6.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE

That subject to the payment by the lessee of the rents and service charge and provided the lessee has complied with all the covenants and obligations on the part of the tenant to be performed and observed) covenants as follows;

- 6.1 To maintain repair, amend, renew, cleanse, repaint and redecorate and otherwise keep in good and tenable condition:
- (a) The structure of the building and in particular the roofs, foundations and walls of the leased premises.
 - (b) The passenger lifts, entrances staircases, passages landing, toilet accommodation and all other parts of the building enjoyed or used by the Lessee in common with others (all of which are hereinafter called the said common parts).
 - (c) The boundary walls and fence of and in the cartilage of the building.
 - (d) The forecourt pathways approach roads and car parks within the cartilage of the building.

6.2 To maintain in good working order and repair;

- a) All apparatus, equipment, plant and machinery serving the passenger lifts, lift shafts and the electric lighting appliances in the said common parts.
- b) All sewer, drains, channels, watercourses, gutters, rainwater and soil pipes, sanitary apparatus pipes, wires and cables and supply lines in under or upon the building which shall serve the same (excluding nevertheless any which lie within the demised premises and exclusively serve the same);

6.3 So far as is practicable and without prejudice to the generality of the foregoing to perform the following services;

- a) To keep clean reasonably well lighted the said common parts.
- b) To tend and keep tidy and to plant with such flora as the Lessor shall deem at its absolute discretion to be appropriate the areas of land within the cartilage of the building (other than the said car parks).
- c) To maintain at all times during normal business hours an adequate supply of water in the toilet accommodation situated in the said common parts.
- d) To supply, maintain, repair and renew as need be such fire fighting equipment in the said common parts as the Lessor may deem desirable or necessary or as may be required to be supplied and maintained by him by statute or by the fire authority.
- e) To employ such staff as the Lessor may at its absolute discretion deem desirable or necessary to enable it to carry out or maintain the said services or any of them and for the general conduct management and security of the building and all parts thereof.

PROVIDED ALWAYS THAT the Lessor may at its absolute discretion withhold or extend, vary or make any alteration in the rendering of the said services or any of them from time to time at its management of the building.

6.4 Insure the Demised Property and the Contents, but not the Lessee's personal property with an insurance company of repute against fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus,

impact by road vehicles as shall be reasonably required) and such other risks as the Lessor from time to time in his absolute discretion decides to insure against (hereinafter referred to as 'the Insured Risks').

6.5 That by the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein shall peaceably hold and enjoy the demised premises. Throughout the said term without any interruption by the landlord or any person rightfully claiming or in trust for the Lessor.

6.6 That it shall be responsible for the insurance of its personal properties within the leased premises and that it shall ensure that at all times it protects and takes care of such personal belongings and properties.

7.0 PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:

7.1 If and whenever during the said term and instalment of the said rent hereby reserved or made payable or any part thereof shall be in arrears and remain unpaid for a period of 21 days next after becoming payable, (whether or not legally demanded) or if and whenever there shall be any breach or non-observance of any of the covenants and conditions conferred or implied in this lease and on the part of the Lessee to be observed and performed; or if the Lessee becomes insolvent for any reasons whatsoever, it shall be lawful for the Lessor at any time thereafter notwithstanding any previous waiver of re-entry, to enter into and upon the demised premises or any part thereof and repossess the demised premises.

7.2 Upon such entry into the demised premises the said lease term shall absolutely cease and determine but without prejudice to any rights or remedies which shall have accrued to the Lessor against the Lessee in respect of any antecedent breach of any of the covenants herein contained.

7.3 The Lessor shall not be responsible to the Lessee or the Lessee's licenses, servants, agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the said building.

7.4 It is hereby declared that each of the Lessor's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently revocable or irrevocably or otherwise howsoever a

similar covenant or similar covenants effecting other adjoining or neighbouring premises for the time being belonging to the Lessor.

7.5 Nothing herein contained shall confer on the Lessee any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instruction relating to any other part or parts of the said building or to any other premises belonging to the Lessor to deal with the same now or at any time thereafter in any manner which may be thought fit.

7.6 The Lessor reserves the right to display a **"for sale"** **"to let"** sign on the leased property in the last two months of the Lease Agreement and that the tenant shall permit access to the leased property to the Lessor or its agents.

7.7 That the Lessor/Management company gives no warranty that the swimming pool and other facilities at the leased premises are legally and or physically fit for the purpose intended for and that the Lessee shall conduct a personal verification and inspection of the facilities in order to satisfy themselves as to the fitness of the same and the use of such facilities shall be at their own risk.

8.0 RENEWAL OF THE LEASE:

8.1 The lease may be renewed upon application by the Lessee to the Lessor **three (3) months** prior to the expiry of the contractual period. Unless the lease is renewed, to surrender and provide vacant possession of the said demised premises to the Lessor at the end of the expiry of the contractual period.

9.0 TERMINATION OF THE LEASE:

9.1 This lease shall come to termination upon the occurrence of the following;

- a) Bankruptcy of the Lessee or Lessor;
- b) Continued breach of the terms of this Agreement by either party;
- c) Demolition of the demised premises;
- d) Fundamental Change of circumstances rendering it impossible for the parties herein to maintain this Agreement
- e) Failure to pay rent and the same remains unpaid for 14 days from the due date.

9.2 The Lessor shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give a one (1) month *Notice of Termination of the*

Lease in writing to the Lessee and refund to the Lessee the balance of any prepaid rent for the unexpired term.

9.3 The Lessee shall also have the right to terminate the agreement by issuing a **three (3) month** written notice to the Lessor stipulating the grounds for the termination and if the grounds for termination are related to the breach of the terms of the contract by the Lessor, prior to the issuance of notice of termination, the lessee shall first notify the Lessor to address the breach and once the same is not addressed or fixed within a period of 30 days, the lessee shall then proceed to issue the notice of termination.

9.4 Where there is a breach of terms of this agreement or other causes as per clause 9.1(c) shall be subject to a 30 days notice and the rent for such notice period shall be payable.

10.0 FORCE MAJEURE:

10.1 No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contiguous diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected, **PROVIDED** that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is given within the shortest possible period.

10.2 As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both of the Parties hereto be prevented from fulfilling its obligations by a state of force majeure lasting more than six months, the parties shall consult with each other and determine on the future performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

11.0 DISPUTE RESOLUTION AND GOVERNING LAWS

11.1 The Lessor and the Lessee agree that this agreement shall be exclusively governed by and construed in accordance with the laws of the United Republic of Tanzania and will submit to the exclusive jurisdiction of the Tanzanian Courts.

11.2 Any dispute that shall arise with respect to the interpretation and performance of this agreement shall first be settled by way of mutual discussions and once the same is not

settled within a period of 30 days, then such dispute shall be referred to the Court/ Tribunal with the Competent Jurisdiction within the United Republic of Tanzania.

12.0 BINDING EFFECT

This agreement shall be binding on all the parties to this agreement and that the signatories to this agreement hereby confirm that they have the authority to execute the agreement and personally guarantee that the performance of the same by the company for each and every clause contained herein.

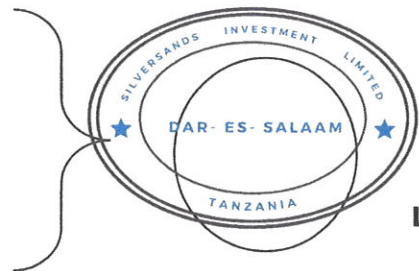
IN WITNESS HEREOF the parties hereto have executed these presents on the day and year and in the manner hereinafter appearing.

SEALED with a **COMMON SEAL** of **SILVERSANDS INVESTMENT LIMITED**

In our presence this 01 day of FEBRUARY 2024

Full name MOHAMMED ABDULKADER ANAM
Signature [Signature]
Postal Address P.O.Box 38307 DAR ES SALAAM
Qualification DIRECTOR

Full name ALLY MOHAMED ALWI
Signature [Signature]
Postal Address P.O.Box 38307 DAR ES SALAAM
Qualification DIRECTOR



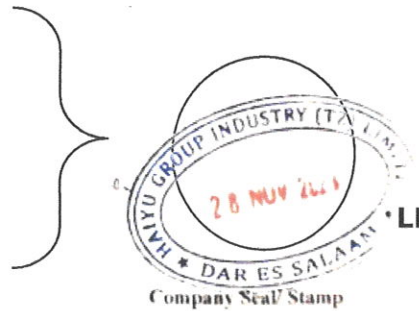
LESSOR

SEALED with a **COMMON SEAL** of **HAIYU GROUP INDUSTRY (TZ) LIMITED**

In our presence this 01 day of FEBRUARY 2024

Full name YAN LIN LIANG
Signature [Signature]
Postal Address P.O.Box 11858 DAR ES SALAAM
Qualification DIRECTOR

Full name HU ZUN BAO
Signature [Signature]
Postal Address P.O.Box 11858 DAR ES SALAAM
Qualification OFFICER



LESSEE