

LEASE AGREEMENT

BETWEEN

KIGOMA SPECIAL ECONOMIC ZONE CO. LTD (KiSEZ)

AND

WIH TANZANIA CEMENT LIMITED

租赁协议

甲方：基戈马特别经济区有限公司（KiSEZ）

乙方：西部国际控股坦桑尼亚水泥有限公司

This LEASE AGREEMENT is made in this day 17st of July in the year of 2024
本租赁协议于2024年7月17日签订。

BETWEEN

The Kigoma Special Economic Zone Company Limited, a statutory body established under the Export Processing Zones Act, 2002 (as amended) and the Companies Act, 2002, and having its Offices at Plot No. 240 Block 'U' Ujiji, Kigoma/Ujiji Municipality Tanzania (hereinafter referred to as "KiSEZ" and includes its successors in title and assigns) of the one part;

基戈马特别经济区有限公司（以下简称“KiSEZ”），是根据2002年《出口加工区法》（修正后）和2002年《公司法》成立的法定机构，办公地址位于坦桑尼亚基戈马/乌吉吉市乌吉吉区U区240号地块，其继承人和受让人包括在内，作为甲方；

AND

WIH TANZANIA CEMENT LIMITED incorporated in Tanzania in accordance with the provisions of the Companies Act, 2002, (R.E. 2002) having its registered office at 1. Lumumba Road, Kigoma, Tanzania, P.O. BOX 44 Kigoma (kigoma@westholdinggroup.com), 2. WIH MIDEAST INVESTMENT FZE, Premises Number LB182101, Jebel Ali Free Zone, Dubai, United Arab Emirates. 3. WIH CEMENT DEVELOPING CO., LIMITED DTOS Ltd, 10th Floor, Standard Chartered Tower, 19 Cybercity, Ebene, Mauritius (hereinafter referred to as "the Company") of the other Party.

西部国际控股坦桑尼亚水泥有限公司根据2002年《公司法》（R.E. 2002）在坦桑尼亚注册成立，注册办公地址分别位于以下地点：

1. 坦桑尼亚基戈马 Lumumba Road 1号，邮政信箱44号，电子邮箱 kigoma@westholdinggroup.com
 2. WIH MIDEAST INVESTMENT FZE，迪拜杰贝阿里自由区LB182101号场地，阿联酋
 3. WIH CEMENT DEVELOPING CO., LIMITED DTOS Ltd，毛里求斯埃比尼 Cybercity 19号标准渣打大厦10楼
- 这些地点代表着乙方——西部国际控股有限公司。

WHEREAS:

鉴于：

- (a) KiSEZ legally owns an Industrial Park known as Kigoma Special Economic Zone located at Ujiji area in Kigoma and the Company wishes to demise a portion of the said Industrial Park identified in the Layout Design for the said KiSEZ as **Plot No. 22 – 29 and Plot No. 31 - 44 making a total of 18.36 Acres under KiSEZ area with a total of 183,599 square meters** at the

Kigoma Special Economic Zone (Hereinafter referred to as "the demised premises").

基戈马特别经济区（KiSEZ）合法拥有位于基戈马乌吉吉地区的一个工业园，被称为基戈马特别经济区，公司希望租赁该工业园的一部分，即KiSEZ布局设计中标识为第22至29号地块和第31至44号地块的部分，总共占据基戈马特别经济区的18.36英亩，总面积为183,599平方米（以下简称为“租赁场地”）。

(b) The Company wishes to conduct the Company's business at KiSEZ, which involves **developing a Cement Industry (Produce and Sell Cement)**.

公司希望在KiSEZ开展业务，该业务涉及开发水泥行业（生产和销售水泥）。

(c) KiSEZ has agreed to grant the Company a lease in respect of the said demised premises on 17st July, 2024. The lease rate is USD 0.15 per annum for each square meter leased payable annually in advance. For the 183,599 square meters allocated, **the lease fee demanded is USD 27,540.00**

KiSEZ已同意于2024年7月17日向公司授予关于上述租赁场地的租赁权。租金为每年每平方米0.15美元，按年度提前支付。对于分配的183,599平方米，租金要求为27,540.00美元。

(d) The Company has agreed and hereby undertakes to lease the said premises for the said period upon conditions and in the manner hereinafter stipulated.

公司已同意并特此承诺按照后文规定的条件和方式租赁上述场地。

(e) Commencement of this agreement is 17 July, 2024.

本协议的生效日期为2024年7月17日。

NOW THIS AGREEMENT WITNESSETH as follows:

1. INTERPRETATION AND DEFINITIONS

Unless a contrary intention clearly appears -

现在，本协议作为证明，约定如下：

1.解释与定义

除非明确表明相反的意图 -

1.1. The following terms shall have the meanings assigned to them hereunder, namely -

下列术语应按下文所赋予的含义解释，即 -

1.1.1. "**Contractor**" means the person(s) or entity/ entities contracted to undertake construction services on demised premises;

“承包商”指被承租场地进行建筑服务的个人或实体/实体。

1.1.2. "**Default Interest Rate**" means the interest rate at which all overdue amounts payable in terms of this Agreement will attract interest, being Inter - Bank Exchange Rate (IBER) plus 1% (one) percent; “违约利率”是指根据本协议应支付的所有逾期金额所产生的利率，即银行间汇率（IBER）加1%（一）百分点。

1.1.3. "**Design and Construction Guidelines**" means the standards set

by KiSEZ in respect of the design, drafting and drawing preparation for all infrastructure and buildings within the KiSEZ. “设计和建设指南”是指KiSEZ针对基戈马特别经济区内所有基础设施和建筑的设计、草拟和图纸准备所制定的标准。

- 1.1.4. **"Development Agreement"** means an Agreement to be signed by the Company and KiSEZ providing, among other things, the terms, conditions and the manner in which the Company shall develop the demised premises in accordance with approvals issued by the KiSEZ or any other relevant Authority, as the case may be. “开发协议”指公司和KiSEZ签署的一项协议，其中包括公司应根据KiSEZ或任何其他相关当局批准的条件、条款和方式开发承租场地的条款。
- 1.1.5. **"Development Phase"** means the period commencing from the "Implementation Date" to the "Operation Date" during which the Company shall be entitled to erect buildings and other structures on demised premises. “开发阶段”指从“实施日期”到“运营日期”的期间，公司有权在承租场地上建造建筑物和其他结构的时期。
- 1.1.6. **"Environmental Impact Assessment Certificate (EIAC)"** means the certificate issued by the National Environmental Management Council (NEMC) in respect of the environmental impact assessment conducted for the project intended to be carried out by the Company; “环境影响评估证书（EIAC）”指国家环境管理委员会（NEMC）颁发的针对公司拟开展的项目进行的环境影响评估所发出的证书。
- 1.1.7. **"EPZ Developer's license"** means a license issued to a Company for developing EPZ infrastructure. “EPZ开发商许可证”指向一家公司颁发的用于开发EPZ基础设施的许可证。
- 1.1.8. **"EPZ Operator's license"** means a license issued to a Company for undertaking EPZ processing operations. "EPZ经营者许可证"指向一家公司颁发的用于从事EPZ加工业务的许可证。
- 1.1.9. **"Implementation Date"** means the date the lease agreement is signed or the date the EPZ developer's license is issued, whichever comes earlier; “实施日期”指租赁协议签署日期或EPZ开发商许可证发放日期中较早的日期。
- 1.1.10. **"Lease Period"** means the period of Thirty three (33) years commencing from the implementation date. "租赁期限"指从实施日期起的三十三（33）年期限。
- 1.1.11. **"Operation Date"** means the date on which the EPZ Operator's License is issued to the investor by the TIC. "运营日期"是指EPZ经营者许可证由TIC颁发给投资者的日期。
- 1.1.12. **"Service Charge"** means a fee charge by KiSEZ for purposes of

providing various common services in the KiSEZ. "服务费"指KiSEZ为提供基戈马特别经济区内各种公共服务而收取的费用。

- 1.1.13. **"Services Infrastructure"** shall mean all fixed and movable infrastructure required for the provision of the Utility Services and related services; "服务基础设施"指提供公用事业服务和相关服务所需的所有固定和可移动基础设施。
- 1.1.14. **"Tax"** means any present or future tax, levy, impost, duty, charge, surcharge, fee, deduction or withholding in the nature of a tax, under whatever name, imposed, levied or assessed by any Responsible Authority including, without limitation any interest, penalty, fine or surcharge in connection with any failure to pay or delay in paying of any of the aforesaid; "税"指任何现行或将来由任何负责机构征收、征收或评定的税、征收、征税、费用、收费、附加费、费用、扣除或代扣税款, 无论以何种名称, 包括但不限于与上述任何未支付或延迟支付有关的任何利息、罚款、罚款或附加费。
- 1.1.15. **"Utility Services"** means all the utility services supplied by utility Companies, including but not limited to water, electricity, fire services, sewerage services, refuse removal services, security services, telecommunications services and solid waste management services; "公用事业服务"指公用事业公司提供的所有公用事业服务, 包括但不限于水、电、消防服务、污水服务、垃圾清运服务、安全服务、电信服务和固体废物管理服务。
- 1.2. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. 本协议中各条款的标题仅为方便起见和参考之用, 不得用于解释、修改或扩充本协议或本协议中的任何条款。
- 1.3. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time; 任何对法令的引用都是指在本协议签署日期时的该法令, 以及随时经修改或重新颁布的该法令。
- 1.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement; 如果定义条款中的任何规定是对任何一方产生权利或责任的实质性规定, 尽管它只是在定义条款中, 但应将其视为本协议正文中的实质性规定予以执行。
- 1.5. When any number of Days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last Day unless the last Day falls on a Saturday, Sunday or public holiday, in which case the last Day shall be the next succeeding Day which is not a Saturday, Sunday or public holiday; 当本协议中规定了一定数量的天数时, 应将其计算为从第

一天开始到最后一天结束，除非最后一天恰逢星期六、星期日或公共假日，在这种情况下，最后一天应为下一个不是星期六、星期日或公共假日的连续的日子。

- 1.6. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail; 如果数字以数字和文字形式表示，如果两者之间存在冲突，应以文字为准。
- 1.7. Reference to month/s or year/s shall be construed as Gregorian calendar month/s or year/s; 对月份或年份的引用应被解释为格里高利历的月份或年份。
- 1.8. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause; 如果在本协议的任何特定条款中定义了任何术语，在该条款的背景下定义的术语，除非从相关条款中清楚地表明该定义对相关条款的适用有限，否则应在本协议的所有目的中承载给予其赋予的含义，尽管该术语在本解释条款中没有被定义。
- 1.9. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this; 本协议的到期或终止不会影响明确规定在任何此类到期或终止后仍然有效或因必要性而必须在此类到期或终止后继续生效的本协议的规定，尽管这些条款本身没有明确规定这一点。
- 1.10. Any reference in this Agreement to a Party shall, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be; 如果在本协议中提及一方，而该方已清算或被受托，那么相应地，该提及也适用于并约束该方的清算人或受托人。
- 1.11. Any provision of this lease imposing a restraint, prohibition or restriction on the Company shall be so construed that the Company is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any part thereof through, under, by arrangement with, or at the invitation of, the Company, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the Company or its Associates; 本租赁协议中任何对公司施加的限制、禁止或限制的规定都应被解释为公司不仅有义务遵守该规定，而且还有义务确保所有通过公司或其

联营企业的任何人占据或进入场地或其任何部分的人员，不论是通过公司、其联营企业、董事、成员、官员、雇员、代理人、客户还是公司或其联营企业的邀请人，都遵守同样的限制、禁止或限制。（这个规定的一般性并不受限制）

1.12. Whenever used in this Agreement, unless the context clearly indicates otherwise, the use of the singular includes the plural and vice versa and the use of any gender is applicable to any other gender. 在本协议中，除非上下文明确表示否则，单数形式包括复数形式，反之亦然，并且任何性别的使用适用于任何其他性别。

2. DEVELOPMENT OF DEMISED PREMISES 租赁场地的开发

2.1. It is agreed that during the 'Development Phase' the Company shall be entitled to erect buildings and other structures necessary to conduct the Company's business. 同意在“开发阶段”，公司有权建造必要的建筑和其他结构以开展公司的业务。

2.2. Within 60 (sixty) Days of the 'Implementation Date', the lead consultant nominated by the Company shall liaise with KiSEZ regarding the design, construction and development of the buildings and other structures on demised premises (the "Works"). He or She shall hand over to KiSEZ a project plan setting out the Company's proposal in respect of the Works, including, the milestones by which certain phases of the Works are to be achieved and the expected completion date. 在“实施日期”之后的60（六十）天内，由公司指定的首席顾问应与KiSEZ就承租场地上建筑物和其他结构（“工程”）的设计、建造和开发进行联系。他或她应向KiSEZ交接一个项目计划，详细说明公司对工程的提案，包括工程各阶段应达到的里程碑和预期完成日期。

2.3. The Company shall obtain KiSEZ's prior written approval of the building plans before commencing construction. The Company shall also obtain KiSEZ's prior written approval for any subsequent alterations, additions or improvements made during the Lease Period to such works. 在开始施工之前，公司应事先取得KiSEZ对建筑计划的书面批准。公司还应在租赁期内对此类工程进行的任何后续改动、增加或改进前，取得KiSEZ对其的书面事先批准。

2.4. The Company shall procure all necessary Consents and Permits for the design and planning of the buildings and other structures of the demised premises from KiSEZ or other relevant Responsible Authorities, as the case may be. 公司应从KiSEZ或其他相关负责机构处获得有关承租场地建筑物和其他结构的设计和规划所需的所有必要的许可和许可证。

2.5. The Company shall not be allowed to commence development of the demised premises until all relevant consents are obtained and a Certificate of Commencement of construction is issued by the KiSEZ to the Company. 在获得所有相关同意和KiSEZ向公司颁发施工开始证书之前，公司不得开始

对承租场地的开发。

2.6. The Company shall start construction of the demised premises within 6 months from the implementation date. 公司应在实施日期后的6个月内开始对承租场地的建设。

2.7. Where the Company has not commenced the development of demised premises within six (6) months from the implementation date, and unless proof is furnished by the Company showing that the delay is beyond the Company's control and unless KiSEZ grants to the Company an extension of time within which to commence development of the demised premises, KiSEZ shall be entitled to exercise its termination rights as prescribed in clause 11 of this Agreement and the Company shall be deducted 25% of the advance paid as penalty. 若公司未在实施日期后的六（6）个月内开始承租场地的开发，并且除非公司提供证据表明延迟超出公司的控制范围，并且除非KiSEZ授予公司延长时间以开始承租场地的开发，否则KiSEZ有权依据本协议第11条规定行使其终止权利，公司将被扣除25%的预付款作为罚金。

3. USE OF THE DEMISED PREMISES

Once the Development Phase is complete, the Company shall:

承租场地的使用

一旦开发阶段完成，公司应：

3.1. Not use the demised premises or allow it to be used, in whole or part, for any purpose other than for the Company's business and in accordance with the EPZ license issued; or any other business that may be approved by the KiSEZ, from time to time. 不得将承租场地或其部分用于任何目的，除非是为了公司的业务并符合颁发的EPZ许可证；或者基戈马特别经济区（KiSEZ）不时批准的任何其他业务。

3.2. Not cause or commit any nuisance on the demised premises or cause any annoyance or discomfort to the Companies or tenants of adjoining sites. 不得在承租场地上造成或实施任何滋扰，或对相邻场地的公司或租户造成任何烦扰或不适。

4. THE COMPANY'S OBLIGATIONS FOR THE DURATION OF THE AGREEMENT

The Company undertakes to comply with all obligations stipulated in this Agreement and warrants to do the following:

协议期间公司的责任

公司承诺遵守本协议中规定的所有义务，并保证执行以下内容：

4.1. Regulatory Compliance 法规遵从

4.1.1 The Company shall, for the duration of the Agreement, ensure compliance with all relevant Laws and Regulations of the United Republic of Tanzania. The Company shall also comply with the terms of the EPZ/SEZ Licenses

issued by the TIC and to other guidelines formulated in respect of the KiSEZ. 在协议期间，公司应确保遵守坦桑尼亚联合共和国的所有相关法律和法规。公司还应遵守由TIC颁发的EPZ/SEZ许可证的条款，以及在KiSEZ方面制定的其他指导方针。

4.1.2 Where the Company violates or in any manner transgresses the terms of any of the applicable laws, regulations, guidelines or policies, KiSEZ holds itself harmless and the Company will be held responsible for any liability arising thereof. 如果公司违反或以任何方式违反任何适用法律、法规、指导方针或政策的条款，基戈马特别经济区将免除自身责任，公司将对因此产生的任何责任负责。

4.2 Maintenance of demised premises by the Company 公司对承租场地的维护

4.2.1 The Company shall, during the currency of this Agreement, be obliged to maintain the demised premises and all parts thereof including but not limited to drains, gutters and down pipes, concrete, macadam and other surface finishes and all Services infrastructure in good order and condition and for such purpose shall attend to such repairs and provide such replacements as may be required. 在本协议有效期内，公司有责任维护承租场地及其所有部分，包括但不限于排水沟、水槽和下水管道、混凝土、碎石路面和其他表面处理，以及所有服务基础设施保持良好状态。为此，公司应进行必要的维修并提供必要的更换。

4.2.2 The Company shall replace or repair, as the case may be, at its own expense, any infrastructure which may be removed from demised premises howsoever and by whomsoever or which may become damaged or broken or destroyed from time to time during the currency of this Agreement. 公司应根据情况自行承担费用，更换或修理承租场地中因任何原因被移除或在本协议有效期间不时损坏、破坏或毁坏的任何基础设施。

4.2.3 The Company shall use its best endeavors to prevent and remove at its cost any blockage or obstruction of sewerage or water pipes or drains used in connection with demised premises. 公司应尽最大努力防止并清除与承租场地有关的下水道或水管道的任何堵塞或阻塞，并承担相应费用。

4.2.4 The Company shall be responsible for disposal of solid waste coming out of her premises. 公司应负责处理其场地产生的固体废物。

4.2.5 The Company shall refrain from interfering with the electrical, plumbing, gas and all other installations on demised premises without prior approval of KiSEZ. 在未获得基戈马特别经济区（KiSEZ）的事先批准的情况下，公司应避免干预承租场地上的电气、管道、燃气和所有其他设施。

4.2.6 Should the Company at any time fail to comply with any of its maintenance obligations, KiSEZ shall be entitled to enter upon the demised premises and on behalf of the Company replace or make good and repair all items stipulated in foregoing clauses at the cost of the Company. 如果公司在任

什么时候未能遵守其任何维护义务，基戈马特别经济区（KiSEZ）将有权进入承租场地，并代表公司以公司的费用更换、修复或修理前述条款中规定的所有项目。

4.3. Security and Access Control Requirements

The Company will be accountable in providing security to its demised premises and for all other assets belonging to the Company. KiSEZ will not be held responsible for any losses that may occur in relation to the theft of Company's assets or the assets of other persons.

安全和访问控制要求

公司将负责为其承租场地以及公司所有其他资产提供安全保障。基戈马特别经济区将不对与公司资产或其他人的资产被盗相关的任何损失负责。

4.4. Rates, Taxes, Levies and Utilities 税费、税收、征收费用和公用事业

4.4.1 The Company shall pay lease rental fee in line with the provisions of clause 6 of this agreement. 公司应按照本协议第6条的规定支付租金费用。

4.4.2 The Company shall, with effect from the implementation date, be liable for the payment of all claims in respect of utility services including but not limited to water, electricity, gas and any other services provided to the Company by Service Providers for the duration of the Agreement. The Company will also be obliged for payment of all connection fees necessary to connect the demised premises to the services' infrastructure. 从实施日期起，公司应对租期内由服务提供商向公司提供的的所有公用事业服务的费用负责，包括但不限于水、电、燃气等。公司还应负责支付将承租场地连接到服务基础设施所需的所有连接费。

4.4.3 The Company shall, with effect from the implementation date, be liable for the payment of all statutory contributions and levies which may become payable or due. 从实施日期起，公司应对可能产生或到期的所有法定缴费和征收费用负责支付。

4.4.4 The Company shall, with effect from the implementation date, be liable for the payment of service charges claimed by KiSEZ or its Assignee in respect of common services provided to the demised premises. 从实施日期起，公司应对基戈马特别经济区（KiSEZ）或其受让人要求支付的与提供给承租场地的公共服务相关的服务费负责。

4.5. Subletting and Assignment 转租和转让

4.5.1 The Company shall not cede, assign, transfer, alienate, give up occupation or sublet any portion thereof or otherwise assign or dispose of or encumber its rights or obligations under this Agreement without the prior written consent of KiSEZ. 在未获得基戈马特别经济区（KiSEZ）的事先书面同意的情况下，公司不得转让、让与、转移、处分、放弃占有或转租任何部分，或以其他方式转让、处置或抵押其根据本协议的权利或义务。

4.5.2 The demised premises shall not be used for mortgages of whatsoever nature in order to obtain credit from financial institutions except that, at the

request of the lessee having invested above 60% of the initial disclosed investment capital to the certification KiSEZ management, the lessee may be allowed to use the agreement to secure loan for the lesser term(period) to this lease, and for less amount than the 60% invested and for the sole purpose of increasing capital investment in KiSEZ. 承租场地不得用于以任何形式抵押，以从金融机构获得信贷，但在承租人投资的初期披露的投资资本超过60%并获得基戈马特别经济区（KiSEZ）管理层认证的情况下，承租人可以被允许使用本协议以为期较短的期限和较少的金额担保贷款，用于增加对基戈马特别经济区的资本投资。

5. KiSEZ'S RIGHTS AND OBLIGATIONS FOR THE DURATION OF THE AGREEMENT 基戈马特别经济区在协议期间的权利和义务

5.1. Ownership of the demised premises

KiSEZ holds title to the demised premises and shall not transfer the legal ownership of the demised premises to the Company.

承租场地的所有权

基戈马特别经济区持有承租场地的所有权，并不将承租场地的法定所有权转让给公司。

5.2. Provision of Utility Services to demised premises 向承租场地提供公用事业服务

5.2.1 KiSEZ shall, for the duration of this Agreement, provide common services to the KiSEZ including general security, public lights, and provision of fire fighting services, sewerage system services and general maintenance of the KiSEZ. 在本协议期间，基戈马特别经济区将向基戈马特别经济区提供共同服务，包括一般安全、公共照明、消防服务、污水系统服务和基戈马特别经济区的一般维护。

5.2.2 The Company shall pay a service charge fee to KiSEZ or its assignee for general services provided to the demised premises, the amount of which shall be determined by KiSEZ from time to time depending on the prevailing circumstances and notified to the Company.

公司应向基戈马特别经济区或其受让人支付一项服务费，用于提供给承租场地的一般服务。该费用的金额将由基戈马特别经济区根据不时的情况确定，并通知公司

5.2.3 Upon reasonable notice to the Company, KiSEZ may be obliged to interrupt the utility services for maintenance purposes. 在合理通知公司的情况下，基戈马特别经济区可能会因维护目的而被迫中断公用事业服务。

5.3. Maintenance of the KiSEZ

KiSEZ shall maintain and service the aesthetic appearance of the KiSEZ, including all buildings, roadways and walkways, pause areas, refuse areas and parking areas in such a manner and to such standard that the Companies will conduct their businesses in a reasonable and commercially-efficient manner. Where such obligation is vested upon the

Company, KiSEZ reserves the right to notify the Company of its obligation to undertake such maintenance and services within reasonable time.

基戈马特别经济区的维护

基戈马特别经济区应以合理和商业高效的方式维护和服务基戈马特别经济区的美观外观，包括所有建筑物、道路和人行道、休息区、垃圾处理区和停车区，以使公司能够以合理和商业高效的方式开展业务。如果此类义务落在公司身上，基戈马特别经济区保留通知公司承担此类维护和服务义务的权利，并在合理的时间内通知公司。

6. RENTAL 租赁

- 6.1. In consideration for its lease of the demised premises the Company shall pay **KiSEZ** a rental fee of Tanzanian **USD 0.15 per square meter per annum or equivalent in Tanzania shillings**. The rental fees shall be payable in advance, annually. 作为承租承租场地的考虑，公司应向基戈马特别经济区支付每年每平方米0.15美元的租金费用，或者等值的坦桑尼亚先令。租金费用应提前一年支付。
- 6.2. The rental fee shall be paid by way of a Banker's Cheque or through a direct transfer to **KiSEZ's** bank account. 租金费用应通过银行支票或直接转账到基戈马特别经济区的银行账户支付。
- 6.3. The rental fee for the demised premises to all Investors is subject to review **in December, 2024** and thereafter every **five (05) years** depending on the inflation rate, or increase of land value or change of investment policies or laws of Tanzania, or any other justifiable criteria. Upon agreed request from **WIH LIMITED** to **KiSEZ Management**, the rental fee for the demised premises shall be review **in December, 2034** 承租场地的租金费用将在2024年12月进行审查，并且在此后每五（5）年进行审查，具体取决于通货膨胀率、土地价值增长或坦桑尼亚的投资政策或法律变化，或任何其他合理标准。在西部国际控股有限公司向基戈马特别经济区管理层提出请求的情况下，承租场地的租金费用将在2034年12月进行审查。
- 6.4. The rental payments and all other amounts payable by the Company under this Agreement shall be exclusive of taxes in as far as the EPZ Act provides. 根据出口加工区法案的规定，公司在本协议项下支付的租金和所有其他应付款项不包括税款。
- 6.5. The Company shall be liable for payment of interest on all overdue payments (rental fees, service charges, etc). The interest will be

calculated at the Default Interest Rate and will accrue from the due date of such overdue amounts until the time they are paid. 公司应对所有逾期款项（租金、服务费等）的利息支付负责。利息将按违约利率计算，并从该等逾期款项的到期日起计算，直至支付之时为止。

7. INSPECTION AND MONITORING 检查与监管

For purposes of monitoring and inspecting compliance with the terms of this Agreement, (KiSEZ) shall, for the duration of the Lease Period, on reasonable notice to the Company, have unfettered access to demised premises, on the terms and conditions as set out in the Development Agreement. 为了监督和检查遵守本协议的条款，基戈马特别经济区（KiSEZ）将在合理通知公司的情况下，在租赁期间无限制地进入承租场地，按照《发展协议》中规定的条款和条件进行。

8. INSURANCES 保险

8.1. The Company shall ensure that it has taken out insurances against any risk of damage that may or is likely to happen to the demised premises, including, but not limited to, fire insurance policy. 公司应确保已购买针对承租场地可能发生或可能发生的任何损坏风险的保险，包括但不限于火灾保险。

8.2. KiSEZ shall have a right to claim from the Company any loss resulting from non-insurance of demised premises. 基戈马特别经济区有权要求公司承担因未对承租场地投保而导致的任何损失。

9. INDEMNITY 赔偿

9.1. The Company shall not, under any circumstances, have any claim or right of action whatsoever or set off against KiSEZ for damage, loss or otherwise that may occur on the demised premises save for damage or destruction directly or indirectly caused by any act or omission of KiSEZ, its employees, servants or agents. 公司在任何情况下均无权因承租场地可能发生的损害、损失或其他情况对基戈马特别经济区提出任何索赔或诉讼权利或抵销，除非该损害或破坏是基戈马特别经济区、其员工、雇员或代理人的任何行为或不作为直接或间接导致的。

9.2. The KiSEZ shall not be responsible for:

基戈马特别经济区不为下列情形负责：

i) any damage to or loss of any stock-in-trade, equipment, machinery, raw materials, papers or other articles kept on the demised premises (whether the property of the Company or that of anyone else) by rain, hail, lightning or fire or by reason of riots, strike or state's enemies or as a result of theft or burglary, with or without forcible entry, or for any other cause whatsoever, 因雨、冰雹、闪电、火灾、骚乱、罢工、国家敌人，或由于盗窃、入室抢劫，有或没有强行入室，或由于任何其他原因而导致的承租场地上存放的任何库存、设备、机械、原材料、

文件或其他物品（无论是公司的财产还是其他任何人的财产）的任何损坏或丢失。

ii) Any personal injury which may be sustained on the Demised premises by any of the employees, subcontractors, agents, customers or invitees of the Company or any other person whomsoever or howsoever such injury may be caused. 在承租场地上可能由公司的任何员工、分包商、代理人、客户或受邀人员或任何其他人员遭受的任何个人伤害，无论这种伤害是如何造成的。

9.3. The company indemnifies the KiSEZ against any claim of whatsoever nature that may be made against the KiSEZ by any of the employees, subcontractors, agents, customers or invitees of the Company in respect of personal injuries so sustained or in respect of the loss of or damage to anything contained on the Demised premises. 公司对任何员工、分包商、代理人、客户或公司的受邀人员可能因此遭受的个人伤害或承租场地上的任何物品的丢失或损坏而向基戈马特别经济区提出的任何性质的索赔进行赔偿。

9.4. All the provisions of this clause shall apply and be fully operative notwithstanding that any loss, damage or injury hereinbefore referred to may occur or be sustained in consequence of anything done or omitted by the KiSEZ or any of its employees, subcontractors, agents, customers or invitees, whether negligently or otherwise howsoever, and notwithstanding that the KiSEZ may have been in breach of any of its obligations hereunder. 本条款的所有规定均适用并完全生效，尽管任何此前提及的损失、损坏或伤害可能由基戈马特别经济区或其任何员工、分包商、代理人、客户或受邀人员的任何行为或不作为引起，无论是否属于疏忽或其他方式，尽管基戈马特别经济区可能违反了本协议的任何义务。

9.5. This clause applies equally to the Company and all its employees, contractors, subcontractors, and agents, and constitutes a stipulation in favor of KiSEZ's employees, contractors, subcontractors and agents, which KiSEZ accepts on their behalf. 该条款同样适用于公司及其所有员工、承包商、分包商和代理人，并构成对基戈马特别经济区的员工、承包商、分包商和代理人的有利约定，基戈马特别经济区代表他们接受该约定。

10. EXPIRATION OF THE AGREEMENT 协议期满

10.1. This Agreement will expire after thirty three (33) years from the commencement date. 本协议将在自开始日期起三十三（33）年后到期。

10.2. The Company will have the right to renew the lease agreement subject to KiSEZ determining that the Company has been fulfilling all the conditions of this lease agreement during the previous tenure. 公司将有权续订租赁协议，但基戈马特别经济区将决定公司是否在上一个任期内履行了本租赁协议的所有条件。

10.3. Should the Company not wish to renew the lease agreement, procedures described under subsection 11.3 shall apply. 如果公司不希望续订租赁协议，则应适用第11.3款描述的程序。

11. TERMINATION 终止

11.1. Notwithstanding the provisions of clause 10 of this agreement, KiSEZ shall have the right to cancel this Agreement and to resume possession of demised premises if: 尽管本协议第10条的规定，如果基戈马特别经济区具有以下权利，即可取消本协议并收回承租场地的所有权：

11.1.1 the Company fails to pay rental payments, service charges or other amount due by it to KiSEZ in terms of this Agreement on due date and continues that failure for more than 30 (thirty) Days after receipt of a notice requiring payment; or 公司未能在到期日支付租金、服务费或本协议项下应付给基戈马特别经济区的其他金额，并在收到要求付款的通知后继续该违约行为超过30（三十）天。

11.1.2 the Company has not obtained the requisite consent from TIC within 90 (ninety) Days since the Implementation Date or where the Company has not commenced the development of demised premises within six (6) months since the implementation date, or where the company fails to commence production/operations within 18 months from the implementation date; or, 公司未能在实施日期后90（九十）天内获得来自TIC的必要同意，或者公司未能在实施日期后6（六）个月内开始开发承租场地，或者公司未能在实施日期后18个月内开始生产/运营。

11.1.3 the Company closes down the Project or any element of it or ceases operating it due to any reason, and has not within three (3) months after that closure or cessation of operations provided KiSEZ with a written explanation acceptable to the KiSEZ and accompanied by supporting documentation showing that those operations will recommence within a reasonable time frame; 如果公司关闭项目或其中的任何要素，或因任何原因停止运营该项目，并且在关闭或停止运营后的三（3）个月内未向基戈马特别经济区提供符合基戈马特别经济区接受的书面解释，并附有支持文件，显示这些运营将在合理的时间范围内恢复；

11.1.4 the Company commits any other breach of the terms of this Agreement which is incapable of being remedied or where such breach is capable of being remedied, the Company fails to remedy that breach within 7 (seven) days or such longer period as may be reasonably required if such breach is not capable of being remedied within 7 (seven) Days, after being served with a notice to do so; or 公司违反本协议条款的任何其他违约行为，该违约行为无法纠正，或

者该违约行为可以纠正，但公司未能在收到通知后的7（七）天内纠正该违约行为，或者如果该违约行为不能在7（七）天内纠正，则可能需要合理时间，但公司未能在收到通知后的合理时间内纠正该违约行为。

11.1.5 The Company is sequestrated, whether voluntarily or compulsorily and whether provisionally or finally; or 公司被申请破产清算，无论是自愿还是强制性的，无论是暂时性的还是最终性的；

11.1.6 The Company is placed in liquidation or under judicial management, whether provisionally or finally; or 公司被置于清算或司法管理之下，无论是暂时性的还是最终性的；

11.1.7 The Company allows any judgment or decree against it to remain unsatisfied for a period of 30 (thirty) Days or longer where the Company has not obtained any stay of execution against such judgment or decree; or 公司让对其作出的任何判决或裁定在30（三十）天或更长时间内未被执行，而公司未获得对此类判决或裁定的执行停止令；

11.1.8 The Company commits an act of insolvency within the provisions of the Companies Act, 2002; 公司违反了《2002年公司法》的破产条款。

11.1.9 The license issued to the Company to conduct its Company's business is terminated in accordance with the provisions of the Export Processing Zones Act, 2002 as amended or any amendment, thereof; or in terms of the Special Economic Zones Act, 2006, as amended. 根据《2002年出口加工区法》及其修正案或任何修正案的规定，公司被取消其经营业务的许可证；或者根据《2006年特别经济区法》及其修正案的规定。

11.2. If for any reason or on any ground the Company occupies demised premises and KiSEZ disputes its right to do so, then, until the dispute is resolved, whether by settlement, arbitration or Litigation, the Company shall (notwithstanding that KiSEZ may contend that this Agreement is no longer in force) continue to pay (without prejudice to its rights) an amount equivalent to the monthly rental payment provided for in this Agreement, monthly in advance, on the first Day of each month, and KiSEZ shall be entitled to accept and recover such payments, and such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect KiSEZ's claim in a dispute. If the dispute is resolved in favor of KiSEZ, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Company on account of damages suffered by KiSEZ by reason of the unlawful occupation or holding over by the Company. Where the dispute is resolved in favour of the Company, KiSEZ shall not be entitled to refund the monthly rental

payments made during the dispute period. 如果由于任何原因或理由，公司占用租赁场地而基戈马特别经济区有争议其权利的情况下，那么在争议解决之前，无论是通过和解、仲裁还是诉讼，公司应继续支付（不影响其权利）本协议规定的每月租金支付金额，每月提前支付，每月的第一天支付，基戈马特别经济区有权接受和收取此类付款，此类付款及其接受不影响并且不会以任何方式影响基戈马特别经济区在争议中的索赔。如果争议结果对基戈马特别经济区有利，根据本条款支付和接受的款项应视为公司因非法占用或滞留而导致基戈马特别经济区遭受的损失的支付。如果争议结果对公司有利，基戈马特别经济区不得退还在争议期间支付的每月租金支付。

11.3. The Right Accruing Upon Termination of this Agreement 协议终止时产生的权利

11.3.1 Upon termination of this Agreement due to expiration of the lease term or due to any other reason after 10 years from the operation date, the Company undertakes to handover the demised premises and the Services infrastructure thereon to KiSEZ. The Company shall be entitled to remove machinery, equipment and plant fixed on the demised premises, but shall ensure that such removal does not impair or injure the demised premises. 协议因租赁期满或其他原因终止后的10年内，公司承诺将租赁场地和场地上的服务基础设施移交给基戈马特别经济区有限公司。公司有权拆除安装在租赁场地上的机械、设备和设施，但应确保拆除不损害或损坏租赁场地。

11.3.2 Where the company wishes to terminate this agreement before the expiration of its term, but within 10 years from the operation date, by reason of failure to carry out its licensed business or for any other reason, the company shall seek the approval of KiSEZ either: 如果公司希望在协议期满之前，但在运营日期后的10年内，因未能开展其许可的业务或出于任何其他原因终止本协议，则公司应征得基戈马特别经济区有限公司的批准，方式如下：

- i) to allow the company to assign its rights under this agreement for the remainder of its term to another company,
- ii) to cause KiSEZ to commission an independent valuer to value the company's buildings (excluding the value of the land and the companies machinery, equipment and plant). The value obtained will be paid to the company by another incoming investor occupying the demised premises as compensation less the value representing years that the company has occupied the demised premises.

i) 允许公司将其在本协议项下的权利转让给另一家公司，并让其在剩余期限内继续执行；或

ii) 导致基戈马特别经济区有限公司委托独立估价师对公司的建筑进行估值（不包括土地的价值和公司的机器设备和设施）。所获得的价值将由另一家进驻租赁场地的新投资者支付给公司作为补偿，扣除公司占用租赁场地的年份所代表的价值。

11.4 If KiSEZ commits any breach of the terms of this Agreement, and fails to remedy that breach within 7 (seven) Days (or such longer period as may be reasonably required if such breach is not capable of being remedied within 7 (seven) Days) after written notice requiring that it be remedied, provided that no such notice shall be necessary in the case of a third or subsequent breach of the same term then the Company shall have the right, but shall not be obliged, forthwith to cancel this Agreement and to surrender possession of demised premises, and shall have all other rights provided at law or in equity. 如果基戈马特别经济区有限公司违反本协议的任何条款，并在书面通知要求纠正违约后的7（七）天内未能纠正该违约（如果该违约不可能在7（七）天内纠正，则可能需要合理的延长期限），则公司有权立即取消本协议并交出租赁场地的所有权，但不得有义务如此，并且应具备法律或衡平法所提供的其他权利。

12. FORCE MAJEURE 不可抗力

For the purposes of this Agreement, *Force Majeure* means strikes, revolts, war, civil war, armed conflicts or terrorism, nuclear contamination unless the Company is the source or cause of the contamination, chemical or biological contamination of the Facilities from any of the events, any objectively determinable event beyond reasonable control *ejusdem generis*, which directly precludes either Party from compliance with all or a material part of its obligations under this Agreement.

本协议中的不可抗力是指罢工、叛乱、战争、内战、武装冲突或恐怖主义、核污染（除非公司是污染的来源或原因）、来自上述任何事件的设施的化学或生物污染、任何客观可确定的事件，超出其合理控制范围，直接阻碍任何一方履行本协议项下全部或实质性部分义务。

12.1. Subject to clause 9.2, any Party claiming relief shall be relieved from liability under this Agreement to the extent that by reason of the *Force Majeure* event it is not able to perform all or a material part of its obligations under this Agreement. 根据第9.2条款，任何主张获得救济的一方应在不可抗力事件的情况下免除在本协议项下的责任，以使其无法履行全部或实质性部分义务。

12.2. Where a Party is (or claims to be) affected by an event of *Force Majeure*:

- i) it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the event of *Force Majeure* as soon as practicable and use all reasonable endeavours to

remedy its failure to perform; and

- ii) it shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure to take steps to mitigate the consequences of the event of *force majeure* in question.

若一方受到不可抗力事件影响（或宣称受到影响）：

- i) 它应采取一切合理措施，减轻该事件对其履行本协议项下义务的影响，并尽快恢复受不可抗力事件影响的义务履行，并尽一切合理努力纠正未能履行的情况；以及
- ii) 若由于未采取减轻不可抗力事件后果的步骤而导致未能履行或未实际履行本协议项下的义务，则其不应免除根据本协议的责任。

12.3. The Party claiming relief shall serve written notice on the other Party within 3 (three) Days of it becoming aware of the relevant event of *Force Majeure*. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of *Force Majeure*. 请求豁免的一方应在其获悉相关不可抗力事件后的3（三）天内向另一方发出书面通知。该初始通知应提供足够的细节以确定所宣称的特定不可抗力事件。

12.4. The Party claiming relief shall notify the other as soon as the consequences of the event of *Force Majeure* have ceased and when performance of its affected obligations can be resumed. 请求豁免的一方应在不可抗力事件的后续影响消除并且其受影响义务的履行可以恢复时尽快通知另一方。

12.5. The Parties shall endeavour to agree upon any modifications to this Agreement which may be equitable having regard to the nature of an event or events of *Force Majeure*. 各方应努力就可能合理的根据不可抗力事件的性质而进行的任何对本协议的修改达成一致。

13. DISPUTES RESOLUTION 争议解决

13.1. The Parties shall seek to resolve amicably any dispute or difference arising between them in respect of any matter connected to, related with or arising out of this Agreement. 各方应努力友好地解决因本协议所涉及、相关或源于本协议的任何事项而产生的任何争议或分歧。

13.2. If the Parties cannot resolve any such dispute or difference amicably, Parties may forward their dispute to any reputable domestic arbitrator to be appointed by the parties save as expressly provided in this Agreement to the contrary, the arbitration shall be subject to the legislation for the time being in force in Tanzania. 如果双方无法友好解决任何此类争议或分歧，它们可以将争议提交给双方指定的任何知名国内仲裁员。除非本协议另有明确规定，否则仲裁将受坦桑尼亚目前有效的立法约束。

13.3. The Arbitrator, whose identity must be agreed by both Parties' designated representatives, shall be, if the matter in dispute is principally-

如果争议主要涉及：

13.3.1A legal matter, an advocate or attorney who is registered as an arbitrator, practicing in Tanzania of not less than 10 (ten) years' standing; 法律事务，则由在坦桑尼亚执业并具有不少于10（十）年经验的注册律师或律师担任仲裁员；

13.3.2An accounting matter, a Certified Public Accountant of not less than 10 (ten) years' standing; and 会计事务，则由具有不少于10（十）年经验的注册会计师担任仲裁员；

13.3.3A technical or engineering matter, an independent person appointed by the Engineers Registration Board. 技术或工程事务，则由工程师注册委员会指定的独立人士担任。

13.4. If the Parties fail to agree on an Arbitrator within fourteen Days after the arbitration has been demanded, or fail to agree whether the dispute is of a legal, accounting, technical or other nature within fourteen days after the arbitration has been demanded, the nomination or determination, as the case may be, shall be of the Executive Secretary of Tanzania Institute of Arbitrators at the request of either Party. 如果在仲裁要求后的十四天内双方未能就仲裁员达成一致意见，或者在仲裁要求后的十四天内双方未能就争议的性质是法律、会计、技术还是其他性质达成一致意见，则由坦桑尼亚仲裁员协会的执行秘书根据任何一方的请求提名或确定仲裁员。

13.5. The Parties shall keep the evidence in the arbitration proceedings and any order made by any Arbitrator confidential unless otherwise contemplated herein. 各方应保密仲裁程序中的证据以及任何仲裁员作出的任何裁决，除非本协议另有规定。

13.6. The Arbitrator shall be obliged follow and use domestic and international arbitration rules, and to give his award in writing fully supported by reasons within thirty days (30) days from the final day of hearing. 仲裁员应遵循和运用国内和国际仲裁规则，并在听证会结束后的三十天内以书面形式发布其裁决，并附以充分的理由。

13.7. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason. 本条款的规定与本协议的其他部分是可分割的，并且即使本协议因任何原因终止，该条款也应继续有效。

13.8. The Arbitrator shall have the power to give default awards if any Party fails to make submissions on due date and/or fails to appear at the arbitration. 仲裁员有权在任何一方未能在规定日期提交意见和/或未能出席仲裁时作出默认裁决。

13.9. All disbursements reasonably incurred by either Party including, without limitation, the cost of air travel, accommodation and subsistence in respect of each Party, its employees, witnesses, expert witnesses, and any fees

associated with such witnesses and expert witnesses save for costs that are incurred in the award made by the Arbitrator, shall be borne by the respective Parties to the arbitration. 每一方合理发生的所有支出，包括但不限于每一方、其雇员、证人、专家证人以及与此类证人和专家证人相关的任何费用的机票费用、住宿费用和生活费用等，均应由仲裁的各方承担，但不包括仲裁员作出的裁决所产生的费用。

13.10. Should either of the Parties institute arbitration proceedings, such arbitration proceeding shall not relieve the Company from any of its obligations to make rental payments to KiSEZ in terms of this Agreement nor shall it relieve KiSEZ from performing any of its obligations to the Company under this Agreement. 如果任何一方提起仲裁程序，该仲裁程序不应解除公司根据本协议向 KiSEZ 支付任何租金的义务，也不应解除 KiSEZ 履行根据本协议向公司履行的任何义务。

14. GOVERNING LAW 法律适用

This Agreement shall in all respects (including, without limitation, its existence, validity, interpretation, implementation, termination and enforcement) be governed by the Laws of Tanzania. 本协议在所有方面（包括但不限于其存在、有效性、解释、实施、终止和执行）均受坦桑尼亚法律的管辖。

15. COMMUNICATION 沟通

15.1. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. Notice may be communicated by way of a fax or email. 本协议规定或允许发出的任何通知或通信只有在书面形式下才有效。通知可以通过传真或电子邮件方式发送。

15.2. Either Party may by written notice to the other Party change the physical address chosen to another physical address where postal delivery occurs in Tanzania or its postal address or its fax number or e-mail address. 改为坦桑尼亚境内邮政递送的另一物理地址、其邮政地址或传真号码或电子邮件地址。

15.3. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen place of domicile. 即使未发送或递送至其选择的住所地点，实际收到的书面通知或沟通对其来说仍然是充分的书面通知或沟通，不论此处的任何不同规定。

16. SEVERABILITY 可分割性

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having been severed from the rest of this Agreement, without invalidating the remaining provisions of this

Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. 任何在本协议中的规定如果在本协议适用的任何受影响司法管辖区内成为或可能成为非法、无效或不可执行的，就该司法管辖区而言，该规定将无效至禁止或不可执行的程度，并应被视为已从本协议的其余部分中剥离，而不会使本协议的其余规定无效或影响该规定在任何其他司法管辖区的有效性或可执行性。

17. GENERAL 一般条款

17.1 This Agreement constitutes the whole agreement between the Parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the Parties. 本协议构成各方之间的整个协议，除非本协议中明确规定，否则未明示的任何明示或暗示的保证或陈述均不对各方具有约束力。

17.2 No agreement at variance with the terms and conditions of this Agreement and no consensual cancellation hereof or any of the terms hereof shall be binding on the Parties unless reduced to a written agreement signed by or on behalf of the Parties. 除非以书面形式签署并代表各方签署，否则与本协议条款和条件相悖的任何协议，或本协议的任何部分的任何自愿取消均不对各方具有约束力

17.3 No relaxation or indulgence which the KiSEZ may show to the Company shall in any way prejudice or be deemed to be a waiver of KiSEZ's rights hereunder and, in particular, no acceptance by the KiSEZ of rental payments after due date (whether on one or more occasions) nor any other act or omission by the KiSEZ or its employees shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date or by reason of any subsequent breach by the Company. KiSEZ对公司显示的任何放松或纵容不应以任何方式损害或被视为放弃其在本协议下的权利，特别是KiSEZ在截止日期后接受租金支付（无论是否多次），或KiSEZ或其员工的任何其他行为或不作为都不应阻止或停止它在此下享有的任何权利，由于公司未严格按期支付的任何后续付款或由于公司的任何后续违约。

17.4 The KiSEZ shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Company towards the payment of any cause of debt or amount owing by the Company to the KiSEZ whatsoever. KiSEZ有权完全自主地将公司收到的任何金额用于支付公司欠KiSEZ的任何债务或金额

18. COSTS 成本

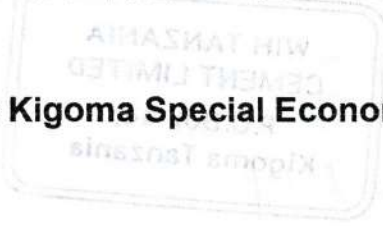
Each Party shall bear its own costs of and incidental to the negotiation and preparation of this Agreement, and the costs of any stamp duty payable thereon, if any, and any renewal or extension thereof shall be borne and paid by the Company upon demand. 各方应承担其自身就本协议的谈判和

thereon, if any, and any renewal or extension thereof shall be borne and paid by the Company upon demand. 各方应承担其自身就本协议的谈判和准备所需的费用及附带费用，以及可能需要支付的任何印花税费用，如有，任何续签或延期的费用和支付应由公司根据要求承担和支付

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Kigoma and signed in their respective names and delivered as of the day and year herein appearing.

兹证明，本协议各方已于本文所述日期和年度在基戈马签署并以各自名义执行和交付本协议。

Sealed with a common seal of the **Kigoma Special Economic Zone Company Limited** on this day of



In the presence of

在以下见证下，基戈马特别经济区有限公司于**2024**年 月 日使用公章封印。

Name: DEOGRATIAS SANGU MANUMBU

姓名:

Title: MANAGING DIRECTOR (KISEZ Co. Ltd)

职位:

Signature:

签名:

Date:

17-07-2024

日期



Witness:

见证者:

Name: PETER X. TONDJI

姓名:

Title: FINANCIAL MANAGER (KISEZ CO. LTD)

职位:

Signature:

签名:

Date:

17-07-2024

日期



Sealed with a common seal of the **WIH TANZANIA CEMENT LIMITED** this day of

In the presence of

在以下见证下，西部国际控股坦桑尼亚水泥有限公司于**2024**年 月 日使用公章封印。

Name:

姓名: Fan Jun Ping

Title:

职位:

Signature:

签名:

Date:

日期

2024. 7.



Witness:

见证者:

Name:

姓名:

Title:

职位:

Signature:

签名:

LI, PENG

Supervisor

李鹏

