

LEASE AGREEMENT

BETWEEN

T-BETTER INDUSTRIAL PARK LIMITED

AND

EAST AFRICA SPECIAL STEEL COMPANY LIMITED

Drawn by:

T-BETTER INDUSTRIAL PARK LIMITED

PLOT NO.1,2,3,4,&20

BLOCK F KILWA ROAD

MWANAMBAYA-MKURANGA, COAST REGION

P.O.BOX 42450

TANANIA

Tel: +255766556666

Email: 954889240kelvin@gmail.com

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 23rd day of November in the year of 2023

BETWEEN

T-BETTER INDUSTRIAL PARK, a company incorporated in Tanzania in accordance with the provisions of the companies Act, 2002, (R.E.2002) having its registered office at DAR ES SALAAM of P.O.BOX 42450 TANZANIA(hereinafter referred to as "PART A") of the one party;

AND

EAST AFRICA SPECIAL STEEL COMPANY LIMITED a company incorporated in Tanzania in accordance with the provisions of the companies Act, 2002, (R.E.2002) having its registered office at MKURANGA (hereinafter referred to as "PART B").

WHEREAS:

- (a) THE "PART A" legally owns an industrial park known as **T-BETTER INDUSTRIAL PARK** located at PLOT NO.1,2,3,4,&20 BLOCK F KILWA ROAD MWANAMBAYA-MKURANGA,COAST REGION, and the "PART B" wishes to demise a portion of the said industrial park identified in the layout design for the said please ,comprising 1,257 square meters(hereinafter referred to as "the demised premises")
- (b) The "PART B" wishes to conduct the company business at **T-BETTER INDUSTRIAL PARK**;
- (c) The "PART A" agreed to grant part b a lease in respect of the said demised premises totaling 1,257 square meters. The lease rate is 1 USD for each square meter leased payable half a year in advance. For the 1,257 square meters allocated, the lease fee demanded is US dollar 7,542 per 6 month and total amount for one year is 15,084 US dollar.The lease agreement period will be 3

years which start on 15th February, 2024, end up on 14th February 2027.

- (d) The "PART B" has agreed and hereby undertakes to lease the said premises for the said period upon conditions and the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows:

1. THE PART B'S OBLIGATIONS FOR THE DURATION OF THE AGREEMENT

The "PART B" undertakes to comply with all obligations stipulated in this agreement and warrants to do the following:

1.1 Regulatory compliance

The "PART B" shall, for the duration of the agreement, ensure compliance with all relevant laws and regulations of the united republic of Tanzania.

Where the "PART B" violates or in any manner transgresses the terms of any of the applicable laws, regulations, guidelines or policies, the "PART A" holds itself harmless and the "PART B" will be held responsible for any liability arising thereof.

1.2 Maintenance of demised premises by the company

The "PART B" 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 downpipes, concrete 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.

Should the "PART B" at any time fail to comply with any of its maintenance obligations, the part a shall be entitled to enter upon the demised premises and on behalf of the "PART B" replace or make good and repair all items stipulated in foregoing clauses at the cost of the "PART B".

1.2 Security and access control requirements

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

2. THE PART A'S RIGHTS AND OBLIGATIONS FOR THE DURATION OF THE

AGREEMENT

2.1 Ownership of the demised premises

The "PART A" holds title to the demised premises and shall not transfer the legal ownership of the demised premises to the "PART B".

2.2 Provision of utility serviced to demised premises

The "PART A" shall, for the duration of this agreement, provide common services to the industrial park including general security, public lights, and provision of firefighting services, sewerage system services and general maintenance of the industrial park.

3. COSTS

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 part b upon demand.

4. INSURANCES

The "PART B" 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.

The "PART A" shall have a right to claim from the part b any loss resulting from non-insurance of demised premises.

5. INDEMNITY

5.1 The "PART B" shall not, under any circumstances, have any claim or right of action whatsoever or set off against the "PART A" 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 the "PART A", its employees, servants or agents.

5.2 The "PART A" shall not be responsible for:

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 part b 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.

Any personal injury which may be sustained on the demised premises by any of the employees, subcontractors, agents, customers or invitees of the part b or any other person whomsoever or howsoever such injury may be caused.

6. TERMINATION

The "PART A" shall have the right to cancel this agreement and to resume possession of demised premises if:

The "PART B" fails to pay rental payments or other amount due by it to the "PART A" in terms of this agreement on due date and continues that failure for more than 30(thirty) days after receipt of a notices requiring payment.

7. FORCE MAJEURE

For the purposes of this agreement, force majeure means strikes, revolts, war, civil war, armed conflicts or terrorism, nuclear contamination unless the "PART B" 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.

8. DISPUTES RESOLUTION

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.

If the parties cannot resolve any such dispute or difference amicably, parties may forward their dispute to the Tanzania's national construction council. 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.

9. GOVERNING LAW

This agreement shall in all respects (including, without limitation, its existence, validity, interpretation, termination and enforcement) be governed by the substantive laws of Tanzania.

10. SEVERABILITY

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.

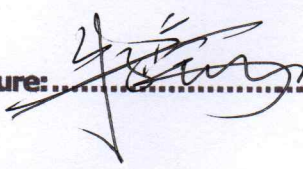
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in Dar es salaam and signed in their respective names and delivered as of the day and year herein appearing.

SEALED with the Common Seal of

T-BETTER INDUSTRIAL PARK LIMITED

In our presence this ^{23rd} day of November
.....2023



Full Name : ZHAO ZHU. **Signature:** 
Designation : **Director**

Full Name : **Signature:**
Designation : **Director/ Secretary**

SEALED with the Common Seal of



EAST AFRICA SPECIAL STEEL COMPANY LIMITED

In our presence this ^{23rd} day of November.


.....2023

Full Name : HONGTAO ZHENG Signature: 

Designation : Director

Full Name : Signature:


Designation : Director/ Secretary

BEFORE ME.

23/11/2023



ORIGINAL

TITLE No. 156558 MG.
 REGISTERED 28-12-2016
 AT 01:00 PM.



[Signature]
 Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 100/= Paid
 On Original Receipt Shs. 9469407 No. 22
 of 19-05-2016
[Signature]
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 35,650/= Paid
 Receipt No. 9469407
 of 19-05-2016
[Signature]
 Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 156558 MG.
 L.O. No. 462229
 LD/MK/2295

The 27th day of December Two thousand and sixteen.

THIS IS TO CERTIFY that **ZHU JIN FENG** of P.O. Box 42450 DAR ES SALAAM, (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **ninety nine** years from the **first** day of **January, Two thousand and sixteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the **thirtieth** day of **June, 2016**; shall hereafter pay rent of shillings **Seven hundred twelve thousand eight hundred (Tshs. 712,800.00)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.

2. The Occupier shall:-

- (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
- (iii) Maintain on the land building (hereinafter called "the building") in permanent material designed for use in accordance with the conditions of the Right and conform to the building line (if any) decided by the Mkuranga District (hereinafter called "Authority").
- (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner").
- (v) Not erect or commence to erect on the land buildings, bulky storage or installation of any kind whatsoever except in accordance with building specification which shall have been first approved by the Authority.

3. **The Occupier shall further**

- (i) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority
- (ii) Make and keep all the buildings on the land rat-proof and carry out such repairs as the Medical Officer of Health for the Authority may require for this purpose.
- (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health
- (iv) Fence the land with good quality fencing, car parking, car parking spaces provided as required by the Authority. Loading and unloading facilities provided within the boundaries of the land.

4. **USER:** The land shall be used for **Industry Service Trade** purposes only. Use shall be in accordance with use class (a) as defined in the Town and Country Planning (Use Classes) Regulations as amended in 1993.

5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6. The Occupier shall deliver to the Commissioner notification of disposition in writing in the form before or at the time the disposition is carried out together with the payment of rates, taxes and dues prescribed in connection with that disposition.

7. The President may revoke the right for good cause and in public interest.

SCHEDULE

ALL that Land known as Plot No. 2,3* and 4 Block 'F' situated at Mwanambaya in MKURANGA District containing Fourteen thousand eight hundred fifty four (14,854) square meters shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan number 69077 deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

Jin

ASSISTANT COMMISSIONER FOR LANDS

I, the within-named ZHU JIN FENG accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said ZHU JIN FENG

who is known to me personally/identified to me

the latter being known to me personally in my presence this 8th day of Sept, 2016.

[Handwritten signature]

Witness's:

Signature: *[Handwritten signature]*

Postal Address: *Box 34781*

Qualification: *DCTP ADVOCATE*



SCHEDULE

ALL that Land known as Plot No. 2,3* and 4 Block 'F' situated at Mwanambaya in MKURANGA District containing Fourteen thousand eight hundred fifty four (14,854) square meters shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan number 69077 deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

J.M.

ASSISTANT COMMISSIONER FOR LANDS

I, the within-named ZHU JIN FENG accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said ZHU JIN FENG who is known to me personally/identified to me

the latter being known to me personally in my presence this 8th day of Sept, 2016.

[Handwritten signature]

Witness's: Signature: *[Handwritten signature]*

Postal Address: Box 34781

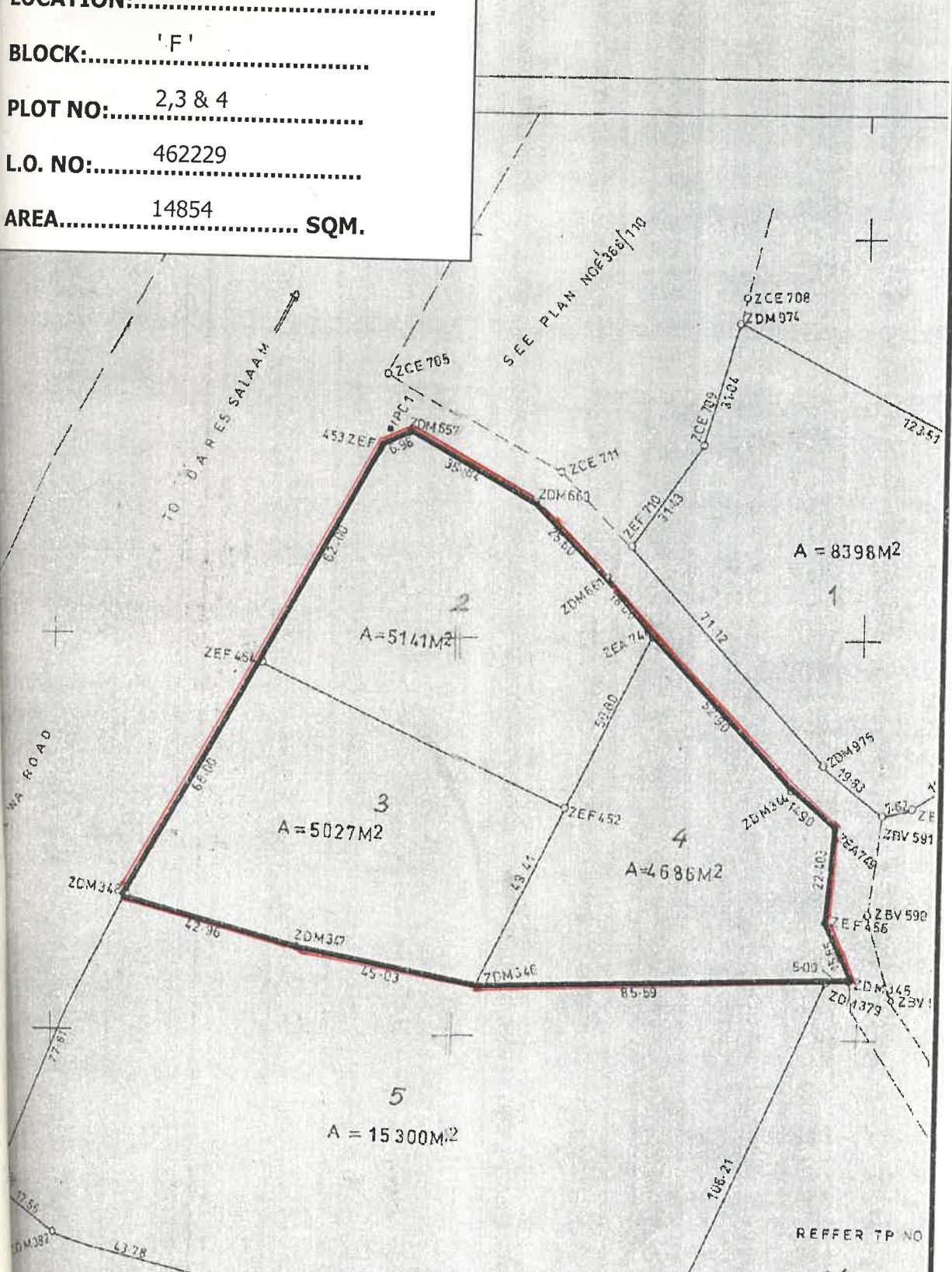
Qualification: DCTP ADVOCATE



MKURANGA DISTRICT.

LOCATION: MWANAMBAYA
 BLOCK: 'F'
 PLOT NO: 2,3 & 4
 L.O. NO: 462229
 AREA: 14854 SQM.

OAST REGION



of this plan implies no guarantee or
 of title by the Government.

This plan prepared in accordance with Registered Plan No. **69077**
 is approved for purpose of Land registration ordinance
 Director of Surveys and Mapping *[Signature]* Date *07/10/2016*
 Ministry of Lands Human Settlements Development, Dar es Salaam.



TANZANIA



Register of Companies Detailed information

Information date and time: 28/06/2023 16:54:06

Last update date and time: 12/06/2023 11:32:00

Registration date and time: 14/05/2014 00:00:00

1. **Status:** Registered
2. **Incorporation number:** 108191
3. **Company:** T-BETTER INDUSTRIAL PARK LIMITED
4. **Company type:** Private company Limited by shares
5. **Registered office:** Region Dar Es Salaam, District Temeke, Ward Kurasini, Postal code 15109, Street Minazini, Road Minazini, Plot number 4, Block number B, House number 4
6. **Contacts:** Email: info.tbetter@gmail.com, Mob no/Tel no: 255758966666, P.O.Box 42450
7. **Business activity:**
2394 - Manufacture of cement, lime and plaster
1104 - Manufacture of soft drinks; production of mineral waters and other bottled waters
4630 - Wholesale of food, beverages and tobacco
4721 - Retail sale of food in specialized stores
7730 - Renting and leasing of other machinery, equipment and tangible goods
2910 - Manufacture of motor vehicles, Main activity
2920 - Manufacture of bodies (coachwork) for motor vehicles; manufacture of trailers and semi-trailers, Main activity
2930 - Manufacture of parts and accessories for motor vehicles, Main activity
8. **Directors / Directors in the country of origin:** ZHU JIN FENG, Tanzanian
ZHU ZIHAO, Chinese
9. **Company secretary / Company secretary in the country of origin:** ZHU ZIHAO, Chinese
10. **Authorised share capital:** 5000000000 TZS
11. **Class of shares:** Class Ordinary: 10000 shares, 500000 TZS/share, 5000000000 TZS
12. **Shareholders:** ZHU JIN FENG Class Ordinary 8000 shares taken
ZHU ZIHAO Class Ordinary 2000 shares taken

Information ordered by: FRANK KIFUNDA

NOTE. Information printed from the Register of Company is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Company.



Princ. Asst. Registrar of Companies