

**LEASE AGREEMENT**

**BETWEEN**

**LIBILIBI INVESTMENT CO. LIMITED**

**AND**

**U-CLOUD HOME INNOVATION COMPANY LIMITED**

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## SUB-LEASE AGREEMENT

**THIS Sub-Lease AGREEMENT** (this "Agreement") is made and entered into this .....1..... day of .....**MAY**.....2024.

这份分租协议("协议")是从 2024 年 5 月 1 日开始的.

### **WHEREAS:**

A. The Sub-Lessor is the legal and lessor of the land with **Certificate of Title No. 186066/92** situated at **Plot No. 35, Gerezani Industrial Area** within the **City of Dar es Salaam, Tanzania**. (hereinafter referred to as "**the Demised Premises**").

分出租人是位于坦桑尼亚达累斯萨拉姆市 Gerezani 工业区第 35

号地块的土地的合法出租人, 其所有权证书编号为 186066/92。(以下简称“出租房产”).

The Sub-Lessor is desirous of leasing part of the said parcel of land measuring about five hundred fifty square meters. From the Mafuta road to the small stream part but not including the path from main gate to the batching plant location. And the Sub-Lessee is desirous to Sub-Lease and become a sub-Lessee in the said Landed Property subject to the terms and conditions of this Agreement.

转租人希望出租该地块的一部分, 面积约为 550 平方米。从 Mafuta 路到小河之间的部分但不包括从正门到叫搅拌站厂位置的路段。次承租人希望根据本协议的条款和条件转租并成为上述地产的次承租人。

### **NOW THIS AGREEMENT witnesses as follows: -**

#### **1. TERM**

In pursuance of the said Agreement and the conditions hereinafter contained, the Sub-Lessor **HEREBY LEASES** approximately 550 square meters of plot located in Lot 35, Gerezani Industrial Zone, Dar es Salaam, Tanzania, to the Sub-Lessee the Demised Premises with **Certificate of Title No. 186066/92** for a period of **3 years** commencing from the **01<sup>th</sup> June, 2024 to 31<sup>th</sup> May, 2027**. Rent to be paid every 6 months.

根据上述协议及下文所包含的条件, 转租人特此将位于坦桑尼亚达累斯萨拉姆 Gerezani 工业区第 35 地段约 550 平方的地块出租给次承租人, 其所有权证书编号为 186066/92, 租期为自 2024 年 6 月 1 日至 2027 年 5 月 31 日, 为其三年, 每半年一付。

#### **2. RENT**

The monthly rent for the 1st years shall be **Tanzanian Shilling Five hundred thousand only (TZS 500,000)**, with **Ninety thousand (TZS 90,000)** as 18% VAT, Total is **Five hundred ninety thousand(TZS 590,000)** with VAT

月租金为 50 万坦桑先令(不含税), 以及 9 万坦桑先令的增值税。

The Sub-Lessee hereby agrees that upon signing of this Agreement therefrom the Sub-Lessee shall promptly pay the rent as specified without any further demand or notice. The rent payment forms as essence of this contract and Sub-Lessee shall bind themselves to pay the rent in specified manner.

次承租人在此同意，在本协议签署后，次承租人应按规定及时支付租金，无需任何进一步要求或通知。租金支付形式作为本合同的实质，次承租人应约束自己以规定的方式支付租金。

If the Sub-Lessee fails to cure the default within **thirty (30) days** period, the Sub-Lessor shall have the right to terminate this Agreement immediately, and the Sub-Lessee shall vacate the premises within **90 days** of receiving the termination notice. The sub-lessor shall take any other remedies to recover the unpaid rent.

如果次承租人未能在三十(30)天内解决违约问题，转租人有权立即终止本协议，次承租人应在收到终止通知后 90 天内搬出房屋。转租人应采取任何其他补救措施来收回未付租金。

### 3. TAXES AND DUTIES

The rent mentioned herein above is VAT exclusive. The Sub-Lessee shall pay 18% VAT point for each payment and the Sub-Lessor shall issue a VAT receipt for the corresponding amount.

以上租金不含增值税。次承租人应为每笔付款支付 18%的增值税点，转租人应就相应金额开具增值税收据。

### 4. NON- MORTGAGE USE

The Sub-Lessee acknowledges and agrees that this Sub-Lease shall not be used for any mortgage or financing purposes, and the Sub-Lessee shall not pledge or encumber the Demised Premises as collateral for any loans or financing arrangements, such acts shall be deemed invalid and/or a breach of this Agreement.

次承租人承认并同意，本分租约不得用于任何抵押或融资目的，次承租人不得将出租房屋作为任何贷款或融资安排的抵押品，此类行为应被视为无效和/或违反本协议。

### 5. Sub-LESSEE'S RIGHTS AND OBLIGATIONS

The Sub-Lessee **hereby covenants** with the Sub-Lessor as follows: -

次承租人在此向转租人作出如下承诺:-

To pay the reserved rent amount as required, observe and perform all its obligations at the time and in the manner herein provided;

按要求支付预留租金，并按本合同规定的时间和方式遵守和履行其所有义务；

To preserve the environment at all times and protect the soil from soil erosion and do all things that may be required by the authorities responsible for environment;

随时保护环境，防止水土流失，做好环境主管部门交办的一切工作；

To protect the beacons on the Land throughout the term of the Lease;

在租期内保护土地上的信标；

To occupy the Demised Premises for the Sub-Lessee's general industrial activities and Commercial Purposes only. The Sub-Lessee shall not change the use of the Demised Premises without the prior approval of the Sub-Lessor;

出租处所仅用于分承租人的一般工业活动和商业用途。未经转租方事先批准，转租方不得改变出租房屋的用途；

To pay, bear and discharge all charges in respect of consumed electricity and light used, security, water and sewage charges, insurance refuse disposal, telephone (if any), annual property tax, internet and all service charges imposed by the City, Municipal, Township or District Authority attributable to the Demised Premises during the said term;

在上述期限内，支付、承担并排放所有与所消耗的电力和照明、保安、水费和排污费、保险垃圾处理费、电话(如有)、年度财产税、互联网以及由市、市、乡或地区当局征收的与出租房屋有关的所有服务费用；

To obtain all consents, authorizations and permissions, whether from local, municipal or rather public authorities required for the Sub-Lease;

获得所有同意、授权和许可，无论是从地方、市政或更确切地说，是公共当局获得的，用于分租约；

To pay any and all applicable rates, taxes, assessments, duties, charges, impositions, including stamp duty and withholding tax and any other costs of a similar nature which are now or during the Term shall be charged, assessed or imposed upon the Demised Premises or upon them by the relevant authorities;

支付任何和所有适用的税率、税款、评估、关税、收费、征收，包括印花税和预扣税以及任何其他性质类似的费用，这些费用应由有关当局在现在或期限内向出租房屋或其收取、评估或征收；

To keep the interior of the Demised Premises and all the appurtenances thereof including doors, windows, water taps, basins, internal sanitary apparatus, electric wires and lights, fittings and all the Lessor's fixtures and fittings, waste water drains and other pipes, and the painting and decoration thereof in good, clean and tidy condition throughout the term (fair wear and tear damage excepted);

在租期内保持出租房屋内部及其所有附属设施，包括门、窗、水龙头、洗手盆、内部卫生设备、电线和灯具、配件以及出租人的所有固定装置和配件、废水排水管和其他管道，以及其油漆和装饰完好、清洁和整洁(正常磨损和撕裂损坏除外)；

To allow the Sub-Lessor or his agents or officers to inspect the Demised Premises from time to time having received a minimum of Seventy- Two (72) hours' advance notice from the Sub-Lessor before entering the Demised Premises. The Sub-Lessee agrees to cooperate with the Sub-Lessor to facilitate the inspection and ensure that access to the premises is provided;

允许转租人或其代理人或管理人员在进入出租房屋前至少提前七十二(72)小时收到转租人的通知，不时检查出租房屋。次承租人同意与转租人合作，为检查提供便利，并确保提供进入房屋的通道。

The Sub-Lessee shall insure and keep insured the Demised Premises against loss or damage from fire to the full replacement value thereof;

次承租人应按其全部重置价值为出租房屋投保并保持其火灾损失或损坏保险；

Without prejudice to generality of the above, the Sub-Lessee shall comply in all respects with the provisions of any statutes, regulations, and any other obligations imposed by law or by any by-laws applicable to the Demised Premises;

在不影响上述一般性规定的前提下，次承租人应在各方面遵守任何法律、法规的规定，以及适用于出租房屋的法律或任何附例规定的任何其他义务；

All government department communications, license applications, and payments are resolved by the Sub-lessee itself, and the rental fees cannot be refunded for any government department reason after the contract becomes effective;

所有政府部门的沟通、许可证申请、付款均由次承租方自行解决。本合同生效后，次承租方不得因任何政府部门的原因要求退还租金；

## **6. NON-COMPENSATION**

The Sub-Lessee also agrees that Sub-Lessor shall not be obligated to compensate against the build up area during the term of this Sub-Lease Agreement;

次承租人还同意，在本转租协议有效期内，转承租人无义务对建筑面积进行补偿；

If the government department expropriates this part of the land, all the losses shall be borne by sub-lessee itself, and the owner and the sub-lessor shall not make any compensation.

如果政府部门征收这部分土地，一切损失由次承租方自行承担，土地的实际所有权人和转租方不作任何补偿。

## **7. FIXTURES AND FITTINGS**

The Sub-Lessee shall have the right to install, affix, or attach fixtures and fittings or other immovable things on the Demised Premises for the purpose of carrying out their general industrial activities. In the event that the Sub-Lessee constructs a structure or undertakes any improvements on the Demised Premises during the term of this Sub-Lease Agreement, the Sub-Lessee shall have the option to remove any fixtures and fittings installed by them, provided that such removal does not cause structural damage to the premises or adversely affect its use or condition. Upon the expiration or termination of this Agreement, the Sub-Lessee shall have the responsibility to restore the premises to its original condition, subject to normal wear and tear, and shall indemnify the Sub-Lessor against any damages or costs resulting from the installation, removal, or restoration of fixtures and fittings.

次承租人有权在出租房屋上安装、安装或附加固定装置和配件或其他不可移动的物品，以进行其一般工业活动。在本《转租协议》有效期内，如果次承租人在出租房屋上建造结构或进行任何改进，则次承租人有权移除由其安装的任何固定装置和配件，前提是该等移除不会对房屋造成结构损坏或对其使用或状况产生不利影响。在本协议期满或终止后，除正常磨损外，次承租人有责任将房屋恢复到原来的状态，并应赔偿因安装、拆除或修复固定装置和配件而造成的任何损害或费用。

## **8. BREACH OF AGREEMENT**

In the event of any breach of the terms, conditions, or covenants set forth in this Sub-Lease Agreement by either party ("Breaching Party"), the non-breaching party ("Non-Breaching Party") shall have the right to take appropriate legal action to enforce the terms of this Agreement and seek remedies available under applicable law.

如果任何一方(“违约方”)违反本分租协议中规定的条款、条件或承诺，则非违约方(“非违约方”)有权采取适当的法律行动，以执行本协议的条款，并寻求适用法律规定的救济。

Upon identification of a breach by the Breaching Party, the Non-Breaching Party shall provide written notice specifying the nature of the breach and the actions required to remedy the breach. The Breaching Party shall have a period of Thirty (30) days from the receipt of such notice to cure the breach.

在发现违约方的违约行为后，非违约方应提供书面通知，说明违约的性质和违约补救所需采取的行动。违约方应在收到通知之日起三十(30)天内纠正违约行为。

**8.2** If the Breaching Party fails to cure the breach within the specified cure period, the Non-Breaching Party shall have the right to terminate this Sub-Lease Agreement by providing written notice to the Breaching Party. The termination shall be effective upon the expiration of Thirty (30) days from the date of the termination notice.

如违约方未能在规定的补救期限内纠正违约行为，守约方有权以书面形式通知违约方终止本转租协议。本协议自终止通知发出之日起三十(30)天后终止生效。

## 9. TERMINATION

In the event that either Party seeks to terminate this Agreement earlier than the specified term, they may do so by mutual written consent upon a prior notification of Three (3) months to the other party.

如果任何一方希望在规定期限之前终止本协议，双方可在提前三(3)个月通知另一方后，经双方书面同意终止本协议。

## 10. FORCE- MAJEURE

For the purposes of this Agreement, a “force majeure event” will mean:

- a. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, and acts of sabotage;
- b. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, and destruction by lightning;
- c. explosions, fires, destruction of machines and of any kind of installations;
- d. boycotts, strikes, and lock-outs of all kinds, go-slows, occupation of factories and premises, and work stoppages;
- e. acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed the risk by virtue of any other provisions of this Agreement;
- f. Pandemic, such as COVID-19 which has the effect on the operation of the business such as a lock down;
- g. The land owner not willing rent to Sub-lessor or want to sell this plot;

就本协议而言，“不可抗力事件”是指：

- (1) 战争(不论是否宣布)、内战、国内暴力、暴动和革命、海盗行为和破坏行为；
- (2) 暴雨、旋风、地震、海啸、洪水、雷电等自然灾害；
- (3) 爆炸、火灾、机器及任何装置的破坏；
- (4) 抵制、罢工、各种形式的停工、怠工、占领工厂和场所以及停工；
- (5) 合法或非法的授权行为，但寻求救济的一方根据本协议的任何其他条款承担风险的行为除外；
- (6) 疫情，如新冠肺炎疫情等影响业务运营的疫情；
- (7) 土地所有者不愿将土地租给转租方或想要出售该地块。

In the event that a Force Majeure Event occurs that may affect the performance of this Agreement, the affected party shall promptly notify the other party in writing, providing details of the Force Majeure Event and its anticipated impact on the party's ability to perform. The affected party shall provide such notice within a reasonable time

from the occurrence of the Force Majeure Event or as soon as practicable under the circumstances.

如果发生可能影响本协议履行的不可抗力事件，受影响的一方应及时以书面形式通知另一方，提供不可抗力事件的细节及其对一方履行能力的预期影响。受不可抗力影响的一方应在不可抗力事件发生后的合理时间内或在实际情况下尽快提供该通知。

Upon the occurrence of a Force Majeure Event, the affected party's obligations under this Agreement may be suspended during the duration of the Force Majeure Event. The party affected shall use reasonable efforts to mitigate the impact of the Force Majeure Event.

在不可抗力事件发生后，受影响方在本协议项下的义务可在不可抗力事件发生期间暂停履行。受不可抗力影响的一方应尽合理努力减轻不可抗力事件的影响。

## 11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

本协议受坦桑尼亚联合共和国法律管辖并根据其进行解释。

## 12. DISPUTE RESOLUTION

Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, which the Parties have been unable to settle amicably, then that dispute or difference shall, upon agreement by both Parties, be referred to Mediation whereby a Mediator shall be jointly chosen by the Parties to mediate.

如果双方之间因本协议(或本协议的构建、运营或终止)或双方之间因本协议的实施而产生的或与之相关的任何争议或分歧，或双方之间因本协议的实施而产生的其他安排，且双方无法友好解决，则该争议或分歧应经双方同意提交调解，由双方共同选择一名调解员进行调解。

If the dispute has failed to be resolved by Mediation the same shall be referred to Arbitration by the Parties. Further, each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint an umpire who shall arbitrate the matter to its finality and their decision shall be final and conclusive. The Arbitration proceedings shall be construed in accordance with the Arbitration Act, Cap. 15 of the Laws of Tanzania R.E. 2019. and the arbitration shall take place in Dar es salaam, Tanzania.

如果通过调解无法解决争议，则应由双方提交仲裁。此外，每一方应指定一名仲裁员，两名指定的仲裁员应指定一名仲裁人，仲裁人应对该事项进行最终仲裁，其决定应为最终和结论性的。仲裁程序应根据坦桑尼亚共和国 2019 年法律第 15 章《仲裁法》进行解释。仲裁将在坦桑尼亚的达累斯萨拉姆进行。

## 13. GENERAL TERMS AND CONDITIONS

It is provided always and hereby expressly agreed and declared as follows: -

在此明确同意并声明如下:-

This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreement, representations, warranties and understandings of the parties. No supplement, variation or amendment of this agreement shall be binding unless mutually

discussed, understood and accepted or executed in writing by both parties hereto. No waiver shall be binding unless in writing signed by the party making the waiver.

本协议构成双方就本协议所含标的物达成的完整协议，并取代双方之前和同时达成的所有协议、声明、保证和谅解。本协议的任何补充、变更或修改，须经双方协商、理解、接受或书面签署后方具约束力。除非作出弃权的一方以书面形式签字，否则弃权不具有约束力。

No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.

任何对本协议进行变更、增加、删除或取消的协议，除非以书面形式减少并由双方或双方代表签字，否则无效。

Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event a waiver, or abandonment of the rights not exercised.

除明示放弃外，一方未行使本协议赋予其的全部或部分权利，在任何情况下均不构成放弃或放弃未行使的权利。

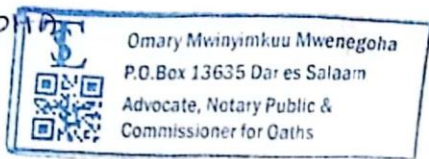
WHEREFORE the parties here to have subscribed their hands in the manner appears hereunder

**SIGNED and DELIVERED** at Dar es Salaam by the said **LIU FANG** who is authorized to sign who is known to me personally and or introduced to me by ..... **HUANG JING**... the later being known to me personally in my presence this .....<sup>1<sup>st</sup></sup>.....day of .....**MAY**.....2024

  
.....  
**LANDLORD**

**WITNESS:**

**Name:** ..... **OMARY MWINYIMKUU MWENEGOHA** .....  
**Signature:** .....  .....  
**Postal Address:** ..... **13635 DAR ES SALAAM** .....  
**Qualification:** ..... **ADVOCATE** .....

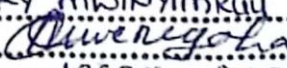


**SEALED with COMMON SEAL** of the said **UCLOUD HOME INNOVATION LIMITED** at Dar es Salaam who is known

to me personally and or introduced to me by ..... **HUANG JING**... the later being known to me personally in my presence this .....<sup>1<sup>st</sup></sup>.....day of .....**MAY**.....2024



**WITNESS:**

**Name:** ..... **OMARY MWINYIMKUU MWENEGOHA** .....  
**Signature:** .....  .....  
**Postal Address:** ..... **13635 DAR ES SALAAM** .....  
**Qualification:** ..... **ADVOCATE** .....

