

**LEASE AGREEMENT WITH DEVELOPMENT CONDITIONS**

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**BETWEEN**

**NATIONAL DEVELOPMENT CORPORATION**

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**AND**

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**CHINA BODA TECHNICAL GROUP LIMITED**

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**Prepared by**

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LAND REGISTRATION ACT, [CAP 334 R.E. 2002]  
TAMCO INDUSTRIAL PLOT - KIBAHA

LEASE AGREEMENT

THIS LEASE (Agreement) is made on the 1st day of August 2017

BETWEEN

NATIONAL DEVELOPMENT CORPORATION, a corporate body established in accordance with the Public Corporations Act, 1992 as amended; of P. O. Box 2669 Dar es Salaam (hereinafter referred to as "the Lessor" which expression shall, where the context so admits, include its successors and assigns) **OF THE FIRST PART**

AND

CHINA BODA TECHNICAL GROUP LIMITED; a company incorporated under the Laws of Tanzania and having its registered address at Plot No. 21....., at TAMCO...KIBAHA...P.O. BOX 79119.....(city and country) (hereinafter referred as "the Lessee" which expression shall, where the context so admits, include its successors and assigns) **OF THE SECOND PART**

WHEREAS:

- A. The Lessor is the rightful and registered holder of an interest in land over the landed property registered under Title No. 41655, L.O No. 99798 situated at Kibaha, Coast Region, as and including all the exhausted or unexhausted improvements together with all other developments and appurtenances therein contained; and
- B. The Lessor wishes and has consented that certain developments/construction be carried out by the Lessee on part of the earmarked land measuring 25,178 square metres (demised premises) on Plots No. 21 in accordance with the descriptive drawings and plans to be prepared by the Lessee and approved by the Lessor in accordance with the terms and conditions of this Agreement; and
- C. The Lessee has sufficient finances, skills and expertise to finance and supervise the proposed development in the demised premises and has approached the Lessor and the Lessor has agreed to enter into this Agreement; and
- D. The Lessor is desirous of letting to the Lessee and the Lessee is desirous of renting the demised premises for construction of battery assembly plant starting with Phase I construction of plant for recycling of Lead Acid Battery and thereafter Phase II of manufacturing and assembly of Lead Acid Battery upon the terms and conditions as hereinafter appearing; and

NOW THIS DEED WITNESSETH as follows:-

1.0 DEFINITIONS.

Unless a contrary intention clearly appears -

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

1.1.1 "Building" means the building or buildings and appurtenances thereto to be erected on the demised premises in the course of the Works and includes every other building at any time erected on the demised premises.

1.1.2 "Completion date" means the duration of 6 months to 12 months for the Phase I for recycling of Lead-Acid Battery, and completion of Phase II for manufacturing and assembling of Lead Acid Battery within sixty (60) months from the date of signing of this Agreement within which the Lessee shall complete all construction phases provided in Schedule I to this Agreement.

1.1.3 "Contractual term" means the period of thirty three (33) years from the date of signing of this Agreement.

1.1.4 "Demised premises" means piece or parcel of land commonly known as Plot No. 21 measuring 25,178 m<sup>2</sup> located at TAMCO Industrial Estate, Kibaha - Coast Region as provided in the Schedule I & II to this Agreement. This plot is an empty plot without any building.

1.1.5 "Insured risks" means the risks or damage to fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles other than those resulting from wars, flood damage and bursting and overflowing of water pipes and tanks and any other risks, whether or not in the nature of the foregoing, that the Lessee acting reasonably from time to time decides to insure against.

1.1.6 "Permitted use" means authorized activities to be carried out by Lessee under this Agreement and as provided in the Schedule III and in clause 3.2.1

1.1.7 "Planning Acts" means and includes the Urban Planning Act, 2007, and Regulations made there under and other Local Government Acts and Regulations as may apply to the demised premises.



- 1.1.8 "Plan" means the plan of the building or buildings and appurtenances thereto to be erected on the demised premises as may be agreed by the parties and approved by the Lessor.
- 1.1.9 "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 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.
- 1.1.10 "Works" means the works described in **Clause 3.2.1** to be carried out on the demised premises and includes the demolition works of existing buildings or structures on the demised premises, if any.
- 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.
- 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;
- 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;
- 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;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. reference to month/s or year/s shall be construed as Gregorian calendar month/s or year/s;
- 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;

- 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;
- 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;
- 1.11. any provision of this lease imposing a restraint, prohibition or restriction on a Party shall be so construed that the Party 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 Party, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the Party or its Associates;
- 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.

## 2.0 DEMISE

In consideration of the rent and the mutual covenants hereinafter reserved and contained, the Lessor hereby demises unto the Lessee the demised premises from the date of signing of this Agreement for the contractual term of thirty three (33) years agreed herein.

## 3.0 THE LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor to observe and perform the following obligations:

### 3.1 Planning and Development

#### 3.1.1 Approval by the Lessor

- (i) Within sixty (60) Days from signing this Agreement, the Lessee shall liaise with the Lessor regarding the design, construction and development of the buildings and other structures on the demised premises ("the Works"). The Lessee shall submit to the Lessor a project plan setting out the Lessee's proposal in respect of the Works, including the milestones by which certain phases of the Works are to be achieved, the total costs for carrying out the Works, the expected completion dates and the time when the Lessee is expecting to achieve a return on investment (breakeven point).

- (ii) The Lessee shall obtain the Lessor's prior written approval of the building plans before submitting the same to relevant Authority for consents and permits of the designs and planning of the buildings and structures of the demised premises. The Lessee shall also obtain the Lessor's and such other Authority's prior written approval for any subsequent alterations, additions or improvements made to such Works during the Contractual Term.

**3.1.2 *Compliance with the Urban Planning Act, 2007***

During or after the period of construction of Works herein described, the Lessee must observe and comply with the provisions and requirements of the Urban Planning Act, 2007 or any other Acts or Regulations that may affect the demised premises and their use, and must indemnify the Lessor and keep him indemnified during the Contractual term against any demand or action, claim or proceeding as regards non-compliance with the said Acts or Regulations by Lessee.

**3.1.3 *Tax***

Unless otherwise provided by the law, the Lessee must pay and satisfy any Tax that may be imposed under the Urban Planning Act, 2007 or any other law in respect of the works on or at the demised premises after the completion date.

**3.1.4 *Change of Use***

The Lessee shall not at any time after the completion date carry any development/construction on the demised premises or any change of use unless the consent of the Lessor has been obtained which shall not be unreasonably withheld or delayed and the requirements of the Planning Acts have been fulfilled and necessary consents obtained.

**3.2 *The Works***

**3.2.1 *Works***

The Lessee shall erect upon, and develop, the demised premises in accordance with the construction plan and phases provided in Schedule I of this Agreement.

**3.2.2 *Construction Risk***

The Lessee shall, during the construction period and before the completion date, assume all the contractual risk. However the Lessor shall cooperate with the Lessee in the event, wherever Lessor intervention is required.

**3.2.3 *Acts causing losses***

The Lessee must not, during the Contractual term of this Agreement, commit or cause to be committed in or near the demised premises anything by reason of which the Lessor may be held liable or incur expenses to make good the loss or liability either by reason of any



statute or regulation or otherwise except for the negligence occasioned by the Lessor.

**3.2.4 *Entry for inspection***

During the Contractual term of the Agreement, the Lessee shall permit the Lessor on reasonable notice during normal business hours to enter and inspect the demised premises to satisfy itself that the covenants herein stipulated have been observed and performed.

**3.2.5 *Failure to Start Assembly of batteries***

In the event the Lessee fails to start battery assembly activities within a period of twelve months after Completion Date the Lessor shall be entitled to terminate the Lease.

**3.3 Rent**

**3.3.1 *Obligation to pay Rent***

The Lessee shall pay the Lessor a Rent of One United States Dollars (US\$ 1.00) per square meter per annum payable three (3) years in advance and the same shall be applicable from the Contractual term of this Agreement. Accordingly, the Lessee shall pay to the Lessor on the date of signing this Agreement a Rent of **United States Dollars 50,356** only being two years rent and the balance **United States Dollars 25,178** for the third year will be paid in July 2019. Subsequent lease fee for the remaining years under this Agreement will be paid annually as advance payment in every July of year

**3.3.2 *Rent review***

Rent rate payable herein shall be first reviewed after 5 years upon completion of the plant from the date of signing this agreement, thereafter after every three (3) years at the rate not exceeding 5% increase from the previous rent payable.

**3.3.3 *Penalty on arrears of Rent***

Every delayed payment of rent by the Lessee shall attract penalty of 18% per annum on the overdue amount.

**3.4 *Utility Charges***

The Lessee shall pay all bills and charges for water, electricity, gas, telecommunications and other services consumed or used in respect of the demised premises during the Contractual term and must comply with any lawful requirements, order or regulation in respect thereof.

**3.5 *Repair, cleaning and decoration***

During the Contractual term of this Agreement, the Lessee must keep and maintain the interior and exterior of the demised premises in good tenable repair and condition, fair wear and tear and damage by the insured risks excepted. For such purpose the Lessee shall attend to such repairs and provide such replacements of all fixtures and appurtenances including but not limited to drains, gutters and



downpipes, concrete, macadam and other surface finishes and all Service Infrastructure as may be required.

### 3.6 Alienation

#### 3.6.1 *Alienation prohibited*

The Lessee shall not hold the demised premises on trust for another nor shall it part with possession thereof or permit another person to occupy the demised premises except pursuant to a transaction permitted by and effected in accordance with this Agreement.

#### 3.6.2 *Assignment, Subleasing and Charge*

- (a) The Lessee shall not, before and after completion date, assign, sublease or charge the whole or any part of the demised premises.
- (b) Any assignment or sublease of the demised premises after the completion date shall be lawful and effective only if the consent of the Lessor shall have been obtained before such assignment or sublease; and such consent shall not be unreasonably withheld or delayed by the Lessor.

However, in case of sub-leasing, assigning to a subsidiary or associate company of the Lessee, the Lessee is only required to intimate in writing to the Lessor and no prior consent of the Lessor is required.

- (c) The Lessee shall submit copies of all sublease agreements to the Lessor, prior to entering into such agreements with subtenants, for consent, verification and for record purposes.

#### 3.6.3 *Assignment Subject to conditions*

The Lessor may impose any condition on giving any consent for an assignment of the demised premises by the Lessee and any such consent shall be taken to be subject to the condition, among others, as may be specified by the Lessor, that if reasonably so required by the Lessor on an assignment to a limited company, the assignee ensures that at least two Directors of the company, or some other guarantor or guarantors reasonably acceptable to the Lessor, enter into direct covenants with the Lessor.

### 3.7 The Permitted Use

#### 3.7.1 *Permitted Use*

The Lessee shall not, at any time on or after the signing of this Agreement, use the demised premises other than for permitted use in accordance with the permitted Works in Schedule III.

**3.7.2 Nuisance and annoyance**

The Lessee shall not use the demised premises in such a way that will create nuisance or annoyance to the public and neighbours or disturb quite enjoyment of their adjoining premises.

**3.7.3 Illegal purposes**

The Lessee shall not use or permit to be used on the demised premises any dangerous, noxious, noisy, illegal or immoral activity.

**3.8 Yielding Up**

The Lessee shall yield up with vacant possession and in good tenable repair the demised premises on the expiry of the contractual term hereby granted or upon any renewal thereof and the Lessee shall give up all keys, remove fixtures, fittings and signs erected on the demised premises if so requested by the Lessor and to immediately make good any damage that may have been caused on the demised premises.

**3.9 Indemnities**

The Lessee shall keep the Lessor fully indemnified against all losses arising directly out of any act, omission or negligence of the Lessee or any person at the demised premises expressly or impliedly with the Lessee's authority and under his control or any breach or non-observance by the Lessee, his agents or any other person of the covenants or terms of this Agreement or any of the matters to which the demised premises is subject.

**3.10 Encroachments**

The Lessee must take all reasonable steps to prevent the construction of any structure, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the demised premises by any person and must notify the Lessor immediately of the same. At the request of the Lessor, the Lessee must adopt such means as are reasonable in preventing the making of any encroachment or the acquisition of any easement, as the case may be.

**3.11 Insurance**

The Lessee shall keep the demised premises and the Works insured against insured risks.

**3.12 Payment of Property Taxes and other levies**

The Lessee shall pay to the Government, Local Authority or any Agent authorized on that behalf all existing and future rents, rates, taxes, assessments, impositions and outgoing which are payable or which may hereafter be imposed or charged upon the demised premises during the Contractual term of this Agreement. The Lessor shall, prior to the execution of this Agreement provide to the Lessee the current prevailing rates for each of these taxes and levies and shall

immediately notify the Lessee whenever the relevant Authorities change, amend or otherwise vary such rates.

**3.13 Compliance with Licensing Requirements**

The Lessee shall comply with legal requirements and procedures for obtaining licenses from respective Government institutions and agencies for undertaking the Works stipulated in Schedule III of this Agreement and the Lessor shall cooperate and assist the Lessee as the case may be

**3.14 Reversion of improvements made on the demised premises**

At the expiry of the lease term provided herein or its sooner determination, all improvements made on the demised premises by the Lessee shall revert back to the Lessor.

**4.0 THE LESSOR'S COVENANTS**

The Lessor covenants with the Lessee to observe and perform the following obligations: -

**4.1 Quiet Enjoyment**

Subject to payment of rent herein reserved and observing and performing the covenants herein contained or implied, the Lessor shall permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the term herein granted without any interruption from the Lessor or any person acting on his behalf.

**4.2 Past Statutory Dues**

The Lessor has presented to the Lessee that all past statutory dues pertaining to the premises including electricity, water, municipal, taxes and other statutory charges have been paid and that there are no pending dues in this regard. If any such dues exist, the same shall be paid by the Lessor prior to the execution of this Agreement.

**4.3 No Encumbrances Relating to Demised Premises**

The Lessor shall ensure that the demised premises are free from all encumbrances, charges, claims, mortgages, lien, attachments, injunctions, litigations, disputes and that the Lessor confirms that no notice thereof has been received by the Lessor and the Lessor confirms that it shall keep the demised premises free from any encumbrances whatsoever during the subsistence of this Agreement.

**4.4 Indemnity in Favour of the Lessee**

The Lessor shall keep the Lessee duly indemnified from the cost, consequences and damages resulting to and suffered by the Lessee arising out of any claim or objection raised, by any third party or any statutory or Government authority regarding usage of the demised premises except for the negligence occasioned by the Lessee.

**4.5 Consent Giving Effect to the Agreement**

The Lessor shall not unreasonably withhold any consent or approval expected of it for giving effect to this Agreement and to facilitate compliance by the Lessee. In case the said property /demised premises are proposed to be sold or transferred by the Lessor during the subsistence of this Lease, the Lessor shall immediately in writing, and obtain the consent of the Lessee about such proposed sale or transfer or at the very least 60 days in advance and such sale/transfer shall be expressly subject to the terms and conditions of this Agreement

**5.0 Dispute Resolution**

**5.1 Reference to the Arbitrator**

When the Lessor has served a notice to the Lessee that according to its reasonable opinion, the Lessee has breached covenants relating to the state and condition of the demised premises or the works expressly and reasonably implied in this Agreement and efforts to amicably resolve the same have failed, then the Lessee may, within 14 days from the date of such failure, require the dispute to be referred to the Arbitrator in accordance with the Arbitration Act, [CAP 15 R.E. 2002].

**5.2 Conduct of Arbitration**

Arbitration shall be conducted by a sole arbitrator to be appointed in accordance with the said Act. The place of arbitration shall be in Dar es Salaam and the language of arbitration shall be English.

**5.3 Costs of Arbitration**

The fees and expenses of the Arbitrator shall be in accordance with the Arbitrator's award, or failing which, the Lessor and the Lessee shall share the same *pro rata* otherwise the Lessor and the Lessee shall bear their own costs.

**6.0 Renewal**

The Lessee may, not less than six (6) months before the expiry of the contractual term hereby granted, by notice in writing, inform the Lessor of its desire to renew the Lease and the Lessor may, on such terms and conditions and at such increased rent as the Lessor and the Lessee may mutually agree, renew the same.

**7.0 Forfeiture**

The Lessor may, at any time re-enter the demised premises or any part thereof and thereafter the Contractual term shall cease forthwith but without prejudice to any rights or remedies that may have accrued to the Lessor against the Lessee in respect of any breach of any covenant or other terms of this Lease, including the breach in respect of which the re-entry is made. Provided that this remedy cannot be exercised unless a ninety (90) days notice of default has been issued and the Lessee is accorded an opportunity to either remedy the default or challenge the notice through arbitration. The Lessor shall exercise right of forfeiture on the occurrence of one of the following events:

- (a) there is an express breach by the Lessee of any covenant or other terms of this Agreement ; or
- (b) the Lessee becomes bankrupt; or
- (c) the Lessee enters into an arrangement for the benefit of his creditors;

**8.0 Termination**

**8.1** Either Party may terminate this Agreement by serving a six (6) months notice to that effect to the other Party.

**8.2** In the event of termination of the Agreement by the Lessor for breach on the part of the Lessee or for any such other lawful reason, the Lessor shall refund to the Lessee the unused portion of the paid rent in advance and or the expenses incurred towards construction, repair and/or development of the demised premises provided that such expenses shall be payable based on the valuation report from the Chief Government Valuer within 120days of such termination /expiry of this Agreement.

**8.3** In the event the Lessee is ready and willing to handover possession of the demised premises as aforesaid and if the Lessor fails to refund to the Lessee the balance of rent paid in advance and the expenses incurred towards construction, repair and/or development of the demised premises, then Lessee shall be entitled to retain possession and continue to use the demised premises without paying any additional charges/rent until the Lessee has utilized all rent paid in advance for the entire period in question. Any refund of costs incurred towards construction of the Works shall be commensurate to the unutilized portion of the remaining Contractual Term and only applicable if the Lessee shall have not achieved a breakeven point.

**8.4** If the Lessee decides to exercise his right to terminate this Agreement, the Lessee shall not be liable to pay any rent and or any other charges during/for the period required for vacating the demised premises post such termination if there shall be rent paid in advance by the Lessee to the Lessor relating to the period under Notice. If rent payable shall have been fully utilized then the Lessee shall be required to pay rent for the remainder of Notice period only.

**8.5** In case of any breach by Lessor and if such breach is not rectified within 90 days of a written notice, the Lessee shall be at liberty to terminate this Lease by giving one (1) month notice in writing. However if the Lessee decides to exercise his right to terminate this Agreement, the Lessee shall be liable to pay outstanding rent, if any, during the period required for vacating the demised premises, which shall be 30 days post such termination. In the event the Lessor rectifies the said breach within the 90 days, the Agreement shall continue on the agreed terms and conditions of this Agreement.

8.6 Lessee shall be entitled to terminate this Agreement with immediate effect by written notice on the following grounds:

- (i) If the Lessor contravenes any law, rule or regulation applicable to it and/or its business and/or this Agreement; or
- (ii) if the Lessor has not paid, or is not likely to pay, its debts as they fall due, or if proceedings for liquidation, bankruptcy or insolvency have been initiated or are likely to be initiated by or against Lessor, or if an administrator has been or is likely to be appointed in relation to the insolvency of Lessor

**9 Laws Applicable**

This Lease shall be governed by and shall be construed in accordance with the Laws of Tanzania.

**10 Miscellaneous Provisions**

**10.5 Notices**

A notice under this Lease shall be in writing and, unless the receiving party or his authorized agent acknowledges receipt, shall be valid if: -

10.5.1 it is given by hand, sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy shall be given by hand or sent by registered post or recorded delivery on the same day; or

10.5.2 where the receiving party is the Lessee, at the demised premises; or

10.5.3 where the receiving party is the Lessor, at the physical address shown in this Lease or at any address specified in a notice given by the Lessor to the Lessee and acknowledged by the receiving party

**10.6 Amendments to the Lease**

The covenants and terms herein contained may, from time to time, be amended by the Parties and such amendments shall be in writing and shall be supplemental to this Lease.

**10.7 Force Majeure**

10.7.1 No Party shall be bound to perform its obligations during the occurrence and existence of an event of Force Majeure such as earthquake, fire, floods, government imposed ban on supply or use of construction material for which there is no other substitute material, civil commotion, riots, war declared/undeclared etc. which affects the ability of a Party to perform its obligations as per this Lease provided that the Party relying upon the occurrence of Force Majeure shall serve upon the other Party, within 15 days of such occurrence, a written notice intimating the same. In case there is any legal, statutory and/ or court order restraining the Parties herein to operate from the demised premises / Works, the same shall be held to form part of Force Majeure.

10.7.2 In the event of the demised premises and/or any portion thereof or of the Works being damaged or destroyed during the period of the lease hereby granted, due to any reason whatsoever, such that the demised premises is rendered unfit or inaccessible for conducting the business of the Lessee, the lease Rent and all other charges payable by the Lessee to Lessor for the period during which the demised premises remains in the aforesaid condition, shall abate or as the case may be, proportionately reduced to the extent of the area being used by the Lessee to operate its business from the demised premises. Under such circumstances the Lessee shall repair and rectify the damage to the demised premises, and bring the demised premises to the same condition as it was prior to the occurrence of such damage, such that the demised premises / Works is fit for the use of the Lessee for carrying on its business, failing which, notwithstanding anything contained herein, the Lessor shall have the right to terminate the lease in respect of the demised premises / Works by giving a 30 days prior written notice to Lessee at any time after the expiry of the aforementioned period of 30 days.

**10.8 Invalidity of any provision of the agreement**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable under any applicable law, the remaining provisions of this Lease to the extent permitted by law shall remain in full force and effect. If possible, the offending provision to be replaced with a valid, enforceable, legal provision that reflects the intention of the offending provision.

**10.9 Entire Agreement** This Agreement constitutes the entire Lease between the Parties concerning the subject matter of this Lease and shall supersede any and all prior discussions, negotiations, Lease and understandings between the Parties regarding such subject-matter.

**10.10 Waiver of Rights** No delay, forbearance, indulgence, relaxation or inaction or any single and/or partial exercise of any right by either Party hereto at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that or any other provision, and any waiver or acquiescence by either Party of any breach of any of the provisions of this Agreement, shall not be construed as a waiver or acquiescence of any right under or arising out this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year aforementioned

SEALED with the Common Seal of the said NATIONAL DEVELOPMENT CORPORATION and DELIVERED this 5<sup>th</sup> day of August 2017

Name: RAMSON MWILANGALI  
Signature: [Handwritten Signature]  
Designation: Acting MANAGING DIRECTOR

Witness to the above Signature:

Name: FRANCIS ALFRED  
Signature: [Handwritten Signature]  
Designation: ACTING DIRECTOR OF STRATEGIC VALUE ADDITION

NATIONAL DEVELOPMENT CORPORATION  
P.O. Box 2669  
DAR-ES-SALAAM

SIGNED and SEALED with the Common Seal of the said CHINA BODA TECHNICAL GROUP LIMITED and DELIVERED this ..... of ..... 2017.

Name: TIAN HAI CHEN  
Signature: [Handwritten Signature]  
Designation: CHAIR MAN



Witness to the above Signature:

Name: YUMIH ZHU  
Signature: [Handwritten Signature]  
Designation: DIRECTOR

STAMP DUTY  
Shs. 690,232.84 collected  
Receipt No. 99841062042 Dated 25/08/2017  
Regional - Manager Cobal Region

### Schedule I

#### **Development Plan and Time frame**

1. Full Feasibility Study for the establishment of Lead Acid battery recycling plant and Manufacturing and Assembling of the Lead Acid Battery
2. Environmental and Social Impact Assessment and secure certificate.
3. Submission of the plan, designs and planning of the building and structures
4. Procurement of building materials and machineries for the plant
5. Earth Works including leveling.
6. Construction of the Plant, office block and wall fence
7. Installation of Machineries and Equipments
8. Testing and commissioning

The construction of the development plans above shall commence within six(6) months from the date of execution of this Agreement. The construction of the two phases of the plant will be completed within sixty (60) months from the date of execution of this Agreement. Phase I for recycling of Lead Acid Battery will be complete within 6-12 months and plant for manufacture and assembly of Lead Acid Battery will be complete in five (5) years from the date of signing this agreement.

