

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and concluded herein the vicinity of Dar es Salaam City as of the 9th day of May, 2024

BETWEEN

LUWAMA TRUCKS PARTS COMPANY, whose address is of P. O. Box 14122, Dar es Salaam, (hereinafter referred to as "*the Landlord*", the expression which unless expressly stated otherwise shall mean and include its; authorized and mandated employees, agents, attorneys, assignees, and successors) of one part;

AND

XIN JIA INDUSTRIAL PARK TANZANIA LIMITED, a company duly incorporated under the Companies Act, Cap 212 of the laws of the United Republic of Tanzania as amended from time to time, whose address is of P. O. Box 14122, Dar es Salaam, (hereinafter referred to as "*the Tenant*", the expression which unless expressly stated otherwise shall mean and include its; authorized and mandated employees, agents, attorneys, assignees, and successors) of the other part.

WHEREAS; The Landlord is the legal owner of all that land known as Plot No. 3, located at Saeni Area, Kibaha District Council in Coast Region measuring Three Acres, (hereinafter referred to as "*the Demised Premises*") and offers the same for rent;

AND WHEREAS; The Lessee is, subject to terms and conditions attached to this Agreement, desirous to rent the property above described from the Landlord.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations exchanged of which is hereby acknowledged, and Parties hereto by virtue of this Lease Agreement agrees as follows;



1.0. DURATION

- 1.1.** In consideration of the rent and the mutual covenants hereinafter reserved and contained, the Landlord hereby demises unto the Tenant the property from the date of signing of this Agreement for a contractual period of Four (4) years from the date of signing of this agreement.
- 1.2.** Upon the expiration of the term of this Agreement, either party may, subject to the issuance of a thirty (30) days' notice of intention to renew the Agreement to the other party, renew the Agreement to a further term with or without amendments to the terms and conditions of this Agreement.

2. RENT

- 2.1.** The Tenant shall pay the Landlord a Rent at the tune of Tanzania Shillings One Million (1,000,000/=) per Month, the amount payable on Twelve (12) Months basis.

3. THE LESSEE'S COVENANT

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

3.1.1. Duty to pay rent

That, the Tenant shall pay the Landlord a rent on a six months basis the amount as provided under Clause 2.1 of this Agreement.

3.1.2. Assignment, Subleasing and Charge

The Tenant shall not, assign, sublease or charge the whole or any part of the demised premises.

3.1.2.1. Any assignment or sublease of the property 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.

3.1.2.2. 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.



3.1.3. 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 this Agreement.

3.1.4. Utility Charges

The Tenant 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.

3.1.5. Land Rent and the Withholding Tax

The Tenant shall be responsible for paying the land rent as demanded by the Ministry responsible for land from time to time.

3.1.6. The Tenant shall, where the Landlord cannot pay the income Tax in respect of the income generated from this Agreement, hold Ten (10%) per centum of the total amount and pay such amount to the Tanzania Revenue Authority as a withholding Tax hence provide proof of payment to the Landlord.

4. 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. 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.



4.3. Indemnity in Favor of the Lessee

The Landlord shall keep the Tenant duly indemnified from the cost, consequences and damages resulting to and suffered by the Tenant 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 Tenant.

5. DISPUTE RESOLUTION

5.1. When the Landlord 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].

6. TERMINATION

Either Party may terminate this Agreement by serving a three (3) months' notice to that effect to the other Party.

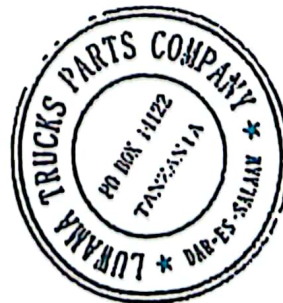
7. LAWS APPLICABLE

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

NOW WHEREOF, the parties herein have agreed to the terms and conditions contained in this Agreement by setting their hands on the date first above appearing and on the manner as hereinafter below appearing.

SEALED with the COMMON SEAL of the said
LUWAMA TRUCKS PARTS COMPANY
and DERIVERED in our presence
This 9th day of May, 2024

SEAL/STAMP



Name: *L. U. ZH*

Signature: *[Handwritten Signature]*

Postal Address: *P.S.M. tabora*

Designation: *[Handwritten Designation]*



SEALED with the COMMON SEAL of the said
XIN JIA INDUSTRIAL PARK TANZANIA LIMITED
and DERIVERED in our presence
This 9th day of May, 2024

SEAL/STAMP

Name: YUNMEI YANG

Signature: 杨运美

Postal Address:

Designation:



BEFORE ME:

Name: KALAGHE RASHID

Signature: Kalaghe Rashid

Postal Address: 19033, DCN

QUALIFICATION: ADVOCATE

