

LEASE AGREEMENT

BETWEEN

**FARAJ SALEH ABRI
("THE LESSOR")**

AND

**GUO MEI COMPANY LIMITED
("THE LESSEE")**

LEASE AGREEMENT

This AGREEMENT is made on this 10th day of SEPTEMBER 2024.

BETWEEN

FARAJ SALEH ABRI with national identity card no **19970115-51108-00002-22** of Iringa Tanzania (hereinafter called "**THE LESSOR**") which expression shall, where the context so admits, include its assigns, executors, and successors in title) of the one part;

AND

GUO MEI COMPANY LIMITED of P.O.BOX 15347 (hereinafter called "**THE LESSEE**") which expression shall, where the context so admits, include its assigns, executors, and successors in title) of the other part;

WHEREAS the Lessor is the Owner ofLAND....., situated at plot 201, Block industry kibwabwa , Iringa CBD, L.O 583416, Area 4704 sqm (hereinafter referred to as the "**Demised Premises**") and is desirous of leasing the same to the Lessee, and

WHEREAS after discussing with the both owners of the land the Lessee has agreed to lease the above-mentioned Demised Premises upon the conditions and the terms hereinafter appearing;

THAT, Lessor agrees to deliver the keys and handover the premises to the Lessee after the accomplishment of agreed terms regarding the of the premises.

NOW, THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. DURATION OF THE AGREEMENT

- 1.1. The period of tenancy herein referred to as the "**Contractual Period**" shall be for a period of **5 years** and paid once a year starting from the 10th day of November 2024 ("**the commencement date**") and expiring on and including 10th day of November 2029 ("**the expiry date**") with an option for renewal on the priority basis and to continue the lease at a reasonable price following one-month prior notice to the expiry date.

2. RENT AND TERMS OF PAYMENT

- 2.1. **In Consideration** of the rent and covenants hereinafter reserved and contained the LESSOR hereby demises unto the LESSEE a total of **(1) Demised Premises** for a term of **5 YEARS** with an option to extend for a further years upon agreement effective from the 10th day

the 10th day of November 2024 to 15th day of November 2029, paying therefore.
2.2. The rent will be paid today/0th..... day of September 2024, but it will be effective on 10th November 2024.

2.3. The Lessee shall pay rent to the Lessor in the following manner: -

2.3.1. The rent shall be paid once per year a total sum of (TSH 30,000,000).

2.3.2. The two (2) months rent will be free for the first year.

2.4. Rent shall be paid in cash, or by cheque, or by bank deposit or bank transfer as per the lessor's bank details provided hereunder: -

BANK NAME: NMB

BANK ACCOUNT NO: 60510043008

ACCOUNT NAME: FARAJ SALEH ABRI

COVENANTS AND WARRANTIES BETWEEN THE LESSOR AND LESSEE

1.1. The Lessor Covenants with the Lessee:

1.1.1. The lessee have the right to construct, alter or otherwise make changes to the premises and vacant lots during the lease period.

1.1.2. To allow the lessee quiet and peaceful enjoyment of the premises during the tenancy period.

1.1.3. To connect electricity to the plant and no need of configuring it and the lessee will assist the lessor to do so.

1.1.4. Well water is free.

1.1.5. To carry out all major structural repairs and to keep the exterior of the premises in good tenable condition.

1.1.6. That incase the Lessor does not rent the lessee during the agreed period, the losses caused by him needs to be borne by the Lessor himself such as the cost of decoration, cost of paying rent tax and the cost of purchasing materials.

1.2. The Lessee Covenants with the Lessor:

1.2.1. To keep the premises therein in a state of good repair (fair wear and tear expected);

1.2.2. To pay monthly electricity bill which starts with Tanzanian shillings and to be allowed to take picture as evidence.

1.2.3. To pay taxes, and that the landlord will not be responsible for paying of taxes.

- 1.2.4. Will not use tap water and in case the lessee uses tap water he will pay the bill.
- 1.2.5. To conduct business this is only found in the business license.
- 1.2.6. Items on existing sites do not need to be removed in the future, they will only take equipments belong to the lessee.
- 1.2.7. To permit the lessor, or his/her agents at reasonable times of the day, after reasonable notice to the Lessee in that respect, to view the state and condition of the premises, in the presence of the lessee;
- 1.2.8. To not use the premise for any illegal activity
- 1.2.9. To handover to the lessor the demised premises upon the expiration of the term hereby created in good condition, fair wear and tear incident to reasonable use and occupation being accepted;
- 1.2.10. To exercise the right of renewal of the Lease Agreement according to the conditions providing and provided there is mutual agreement between the parties at the expiration of this Lease Agreement.

2. FORCE MAJEURE:

- 2.1. No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labor conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected, PROVIDED that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is given within the shortest possible period.
- 2.2. As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should either one or both parties herein to be prevented from fulfilling its obligations by a state of force majeure lasting more than six months, the parties shall consult with each other and determine on the future performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

3. EARLY TERMINATION OF THE LEASE:

- 3.1. This lease shall come to termination upon the occurrence of the following:
 - 3.1.1. Death or bankruptcy of the Lessee;
 - 3.1.2. Continued breach of the terms of this Agreement by either party;

- 3.1.3. Demolition of the demised premises. However, in this case, if the demolition is intentionally carried out prior to the expiry of the lease term herein set, the lessor shall reimburse all capital expenses incurred by the lessee.
- 3.2. If and whenever the rent or any part thereof shall be in arrears for thirty (30) days, or if the lessee shall commit any breach of any of the provisions herein contained, and provided due process and written notices have been given thereupon the tenancy hereby created shall be terminated without prejudice or consequence to the lessor.
- 3.3. In the event of early termination of the lease and/or if the property becomes uninhabitable and/or untenable, the lessor shall return any pre-paid rent which has been pre-paid by the lessee.
- 3.4. In the event of early termination by the lessee, the lessee will be responsible to pay one month rent as a result of early termination.
- 3.5. In case the lessor infringe the terms of the contract shall amount to breach of contract and shall be liable for damages and where the landlord desire to terminate the contract shall be liable for compensation of the whole investment of constructions costs and approximated profit together with the whole rent that have been already paid.

4. RENEWAL

- 4.1. The lessee shall give a one-month notice before the expiry of the tenancy period if the lessee wishes to take another lease or otherwise extend the lease, to renewal.
- 4.2. If no prior notice is given by any of the parties the lease agreement is automatically extended under the same terms and condition shield under this lease on a yearly basis until any of the parties gives prior notice of three months.
- 4.3. Three months prior to the end of this agreement, any rental increment or reduction shall be communicated to the lessee and, negotiated and agreed upon by both parties, and the new amount shall be charged during the following term of the lease agreement.

5. DISPUTE RESOLUTION

- 5.1. Any dispute arising from or in connection with the provisions of this Lease shall be resolved amicably by the parties hereto within thirty (30) days from the day when the aggrieved Party informs the other Party, in writing, of the dispute, failing which, the aggrieved Party may refer the dispute to arbitration.
- 5.2. Any such disputes which cannot be resolved amicably as aforesaid shall be finally settled by

arbitration under and in accordance with the Arbitration Act, 2020 of the Revised Laws of the United Republic of Tanzania.

5.3. The arbitration shall take place in Dar es Salaam, Tanzania before a single Arbitrator and beconducted in the English language.

5.4. The Arbitration shall be completed within sixty (60) days after commencement.

6. GOVERNING LAWS

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

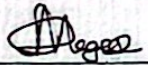
This Agreement shall remain binding on the successors of the lessor and the lessee.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the day and year first above written and, in the manner, hereinafter appearing:

SIGNED and DELIVERED at Dar es Salaam by the said FARAJ SALEH ABRI who has been identified to me by the said CHEN GUI later is known to me personally in my presence on this 10th day of September, 2024

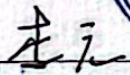

LESSOR'S SIGNATURE

IN WITNESS BEFORE:

Name: LEAH COSMAS MAGESA...
Signature: 
Postal Address: P.O. BOX 260
Arusha, Tanzania
Designation: Notary Public



SIGNED and DELIVERED at Dar es salaam by the said GUO MEI COMPANY LIMITED who is introduced to me by CHEN GUI personally in my presence on this 10th day of September, 2024


LESSEE'S SIGNATURE

IN WITNESS BEFORE:

Name: LEAH COSMAS MAGESA

Signature: 

Postal Address: P.O. Box 260
Arusha, Tanzania

Designation: Notary Public

