

LEASE AGREEMENT

THIS LEASE is made at Dar Es Salaam on 26th day of MAY 2024

BETWEEN **SHUANGXI INDUSTRIAL AND COMMERCIAL CO., LIMITED** of Post Office Box 16134, Dar Es Salaam (hereinafter called "LANDLORD") of the one part.
AND

XINYAO INVESTMENT CO., LTD of P.O.BoxDar Es Salaam (hereinafter called "THE TENANT") of the other part.

LEASE COVENANTS:

1. The Landlord agrees to let and the tenant agrees to take the yard on Plot No. 33 Lihuo Street , , picha ya nedege , kibaha town , Pwani (hereinafter called the demised premises) for the period of the 15 years effective from 1st JUN 2024 to 31st May 2034
2. The tenant shall pay the rent of **Tsh 2,000,000/=** per month **VAT Inclusive**, payable 1 months advance, non-refundable. That before the lease agreement expires the tenant should make sure that all liabilities and advances rents will be applicable and is paid 1 months before the expiry or renewal of this lease agreement.
3. The tenant shall use the demised place for factory or storage purpose only and not to conduct any kind of business and shall not be permitted to conduct any kind of other illegal business which is contrary to the laws of the land and will of the landlord.
4. The tenant shall make sure all Taxes are paid which includes: Withholding Tax (10%) of the Rent amount (to be deducted from monthly rent amount) and Stamp Duty (1%) of the said agreement and a copy of the receipt to handover to the landlord within a week's period.
5. The tenant have paid **Tsh 12,000,000/=** **VAT inclusive** in full which equals To 6 Months rent each time and the landlord acknowledge to have received the same upon signing this agreement.
6. During the period of tenancy the tenant shall take reasonable care of the demised premises and shall not cause any damage or permit to suffer any damage to be done to the demised premises or any part within the fence perimeter and shall make good and pay for any damage thereto caused by way of act of negligence on the part of tenant, their servants or agents.
7. The Landlord also reserves the right to enter the Premises for the purposes to visit the leased premises and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice except in the case of an emergency

START OF LEGAL RECEIPT

M & J ATTORNEYS
P.O. BOX 100217 DSM
STREET: B1B1 TITI
TEL: 0764 864 585
DAR ES SALAAM

TANZANIA
TIN 129345691
URN 40028820X
SERIAL NUMBER 0312442022746
01181F
UIN -110781512193456910317442022746

TAX OFFICE DHAHA

RECEIPT NUMBER	4671
ZNo	1/1172
DATE	27-05-2024
TIME	11:00:40
OP: 01	OP: 01
LEGAL SERVICES	30'000.00 A
TOTAL EXCLUSIVE OF TAX	25'423.73
TAX @ 18.00%	4'576.27
TOTAL TAX	4'576.27
TOTAL INCLUSIVE OF TAX	30'000.00
CASH ITEMS NUMBER	30'000.00 1

RECEIPT VERIFICATION CODE
C:28E1B4671



END OF LEGAL RECEIPT

Changamoto kwense risiti pisa
bure TRA 0800750254/0800755255

8. To permit the Landlord or his agents for the period of six weeks before the determination of the tenancy hereby created to view the demised premises and every part thereof at any reasonable hour during the day.
9. At the expiration of lease term or sooner before termination the tenant shall handle the demised premises to the landlord in good condition in accordance with the foregoing covenants.
10. Should the parties decide to extend the period of this lease, both parties should negotiate afresh terms and conditions Three months or earlier before determination of this lease (Expiry) and pay months/year rent Three months in advance before the expiry of lease.

12. LANDLORD'S OBLIGATION:

- I. The Landlord's Obligations to be observed throughout the Term are:
As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord and shall pay Land Rent, Property Tax and other statutory obligations in respect of the demised premises;
- II. The Landlord will use reasonable endeavors to provide the following services:
 - a) keeping the Premises in tenable condition;LANDLORD NOT OBLIGED TO:
 - a) remedy damage caused by the Tenant, or
 - b) remedy for wear and tear, or
 - c) after offloading - loading the tenant will make sure that all garbage is cleared, all labourers', agents and truck drivers have left before the tenant leaves the godown/compound.
 - d) and the Landlord is not responsible for interruptions of any sort due to matters beyond the Landlord's control
- III. The Landlord will provide general security for the premises. However, the landlord will not be responsible for the security of the goods stored by the tenant in their respective godown.

13. TENANT'S OBLIGATION:

- a) The Tenant will use the Premises carefully and will not damage the demised property, failing to observe any of the foregoing conditions, this agreement shall automatically be cancelled and rent paid will be forfeited and the tenant shall have to vacate the demised premises within one month.

- b) The tenant will be required to keep all legal documents pertaining to the stored goods, those being, licenses, documents of sales & Excise Tax, Permits (where applicable).
- c) The Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord and consent can be denied without giving any reason;
- d) The Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and repair any damages caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish.

14. EXIT CLAUSE:

- a) Either the Landlord or the Tenant may give to the other not less than 3 months written notice to discuss afresh lease agreement before expiry. And in case of the tenant gives a notice before the expiry of the lease agreement than the rent will be forfeited.
- b) At the expiration of the lease tenancy shall peacefully surrender and yield up to the Landlord's demised premises in good and tenable condition in accordance with the forgoing covenants.

In case of any dispute arising out of this tenancy agreement the laws of Tanzania shall apply.

SIGNED and DELIVERED at Dar Es Salaam by
the said
SHUANGXI INDUSTRIAL AND COMMERCIAL CO., LTD
who is known to me personally/ identified to me
by BING LI, On this On this day of 26TH MAY 2024.

NAME: BING LI
SIGNATURE: [Signature]
ADDRESS: P.O. Box 16134 DSM
QUALIFICATION: Director



Advocate, Notary Public and Commissioner for Oaths.

SEALED with COMMON SEAL Of the said XINYAO INVESTMENT CO., LTD and DELIVERED at Dar Es Salaam, in the presence of us, On this day of 26TH MAY 2024.

NAME: ZHANG JINHUA
SIGNATURE: [Signature]
ADDRESS: P.O. Box -
QUALIFICATION: Director
Advocate, Notary Public and Commissioner for Oaths

Tenant Sign and stamp

XINYAO INVESTMENT CO. LIMITED
P. O. Box 76134
DAR ES SALAAM

BEFORE ME:
[Signature]
JOYCE KAZIWA SABAABA
ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS
P.O. BOX 10021 DAR ES SALAAM

