

THE LAND ACT NO. 3 OF 1999 [CAP 113 RE 2023]

THE REGISTRATION OF DOCUMENTS ACT, CAP (117)

LEASE AGREEMENT

BETWEEN

ERICK JOHANES KIMARIO

(LANDLORD)

AND

WANG HELUO CONSTRUCTION MACHINERY COMPANY LIMITED

(TENANT)

DATED THIS.....DAY OF2025

LEASE AGREEMENT

This Lease Agreement is made and entered into this 21st day of September, 2025.

BETWEEN

ERICK JOHANES KIMARIO, a natural adult person of sound mind and resident of Dar es Salaam, Tanzania, (hereinafter referred to as “**the Landlord**” or “**Lessor**” which expression shall, where the context admits, include his heirs, executors, administrators, personal representatives and assigns) on the one part.

AND

WANG HELUO CONSTRUCTION MACHINERY COMPANY LIMITED, a company duly incorporated in the United Republic of Tanzania under the Companies Act, Cap. 212 Revised Editions 2023, the Laws of Tanzania, with its registered office at Dar es Salaam, Tanzania, (hereinafter referred to as “**the Tenant**” or “**Lessee**” which expression shall, where the context admits, include its successors and permitted assigns).

RECITALS

WHEREAS the Landlord is the lawful and registered owner of Plot No. 22169 Kigogo, Block A, Industrial Area, Kigamboni, Kisarawe II, Dar es Salaam, Tanzania, measuring approximately 18,500 square meters (“**the Premises**”).

WHEREAS the Tenant is an artificial person duly incorporated under the Companies Act, [Cap. 212 Revised Edition 2023], Laws of Tanzania with Certificate of Incorporation No: **188828310**, though majority-owned by Chinese nationals, and intends to operate within the framework and regulatory oversight of the Tanzania Special Economic Zone Authority (TISEZA).

WHEREAS the Tenant intends to invest in Tanzania through the assembly of mining equipment and accessories and for that purpose desires to lease the above-mentioned premises for the establishment of production and warehousing facilities.

AND WHEREAS the Landlord has agreed to lease the said property to the Tenant for a period of Ten (10) years, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the parties agree as follows:-

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:-

“Premises” means Plot No. 22169, Block A, Kigogo Industrial Area, Dar es Salaam, Tanzania, measuring 18,500 square meters.

“Commencement Date” means the date on which the Tenant takes physical possession of the Premises following execution and registration of this Agreement.

“Term” means ten (10) years from the Commencement Date.

“Rent” means the monthly rent of Tanzania Shillings Ten Million (TZS 10,000,000/=).

“Development” means the construction of two (2) warehouses and related facilities for production purposes.

“Force Majeure” means any event beyond the reasonable control of either party including but not limited to natural disasters, war, civil commotion, terrorism, pandemics, strikes beyond the control of the party, governmental acts or restrictions.

2. DEMISE AND GRANT

The Landlord hereby demises and leases unto the Tenant the Premises together with all rights, easements and appurtenances thereto belonging, for the Term and subject to the covenants, conditions and provisions hereinafter contained. The Tenant accepts the lease of the Premises on the terms of this Agreement.

3. PURPOSE OF LEASE

The Premises shall be used solely for industrial purposes, particularly for the assembly and storage of mining equipment and accessories, and for no other purpose without the prior written consent of the Landlord.

4. TERM OR DURATION

The Term of this Lease shall be ten (10) years commencing on the Commencement Date and, unless earlier terminated in accordance with this Agreement, shall expire at the end of the said Term.

5. RENT, REVIEW AND PAYMENT

5.1 The Tenant shall pay to the Landlord rent at the rate of TZS 10,000,000/= (Ten Million Tanzanian Shillings) per month, payable in advance for six (6) initial months.

5.2 Payments shall be made in cash, by bank transfer to the Landlord's designated account or such other method as the parties may agree in writing.

5.3 Rent shall be reviewed every three (3) years taking into account the official inflation rate published by the National Bureau of Statistics (Tanzania) and market conditions, provided that any increase at each review shall not exceed fifteen percent (10%).

5.4 Any rent not paid within thirty (30) days from the due date shall attract interest at the rate of five percent (5%) per month on the overdue amount until payment in full.

6. STAMP DUTY, WITHHOLDING AND PROPERTY TAX

6.1 The Tenant will pay stamp duty arising from execution of this agreement.

6.2 The Landlord will deduct 10% withholding tax and remit it to the Tanzania Revenue Authority and shall provide the copy of the returns and receipts as evidence of the payments of the tax to the Tenant.

6.3 The property tax as per the Regulations of the Government has been incorporated in the TANESCO LUKU energy monthly bill/token and to be paid upon top up/purchase of the energy units per meter/per floor/ per building. The rents charged have been

discounted accordingly to accommodate the above monthly charges and must be paid by the tenant/occupants on behalf of the Landlord and receipts as evidence of payment shall be provided by the Tenant to Landlord

7. SECURITY DEPOSIT

The Tenant shall, on or before the Commencement Date, deposit with the Landlord a security deposit equivalent to three (3) months' rent. The security deposit shall be held by the Landlord as security for the performance of the Tenant's obligations under this Agreement and may be applied by the Landlord to remedy any breach or compensate for any damage or unpaid sums. The balance, if any, shall be returned to the Tenant within thirty (30) days after the expiration or earlier determination of the Lease, after deduction of sums lawfully deducted.

8. DEVELOPMENT OF THE PREMISES

8.1 The Tenant shall at its own cost design, construct and develop two (2) warehouses and such ancillary facilities as may be necessary to carry on its business activities (the "Works").

8.2 All Works shall be carried out in accordance with approved plans, building regulations and laws of Tanzania, including requirements of the Kigamboni Municipal Council and NEMC.

8.3 During the Term, the developments, improvements and fittings installed by the Tenant shall remain the property of the Tenant. Unless otherwise agreed in writing, upon expiry or termination of this Lease, such developments, improvements and fittings shall vest in and become the property of the Landlord without any payment by the Landlord to the Tenant (subject to Tenant's right to remove movable plant and equipment as provided in this Agreement).

8.4 The Tenant shall not undertake structural alterations without the Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

9. OBLIGATIONS (COVENANTS) OF THE TENANT TO THE LANDLORD

- 9.1 To pay rent and all other sums due under this Agreement in a timely manner.
- 9.2 To keep the Premises, including the buildings and improvements, in good and tenantable repair and condition, fair wear and tear excepted.
- 9.3 Structural repairs (including foundation, load-bearing walls and major roof structure) shall be the responsibility of the Tenant.
- 9.4 Non-structural repairs, decorations, fixtures and fittings shall be the responsibility of the Tenant.
- 9.5 To obtain and maintain all permits, licenses and approvals required for the Tenant's business operations and the construction works, and to comply with all applicable laws, regulations and by-laws (including environmental and health and safety laws).
- 9.6 To insure the Premises, the Tenant's improvements (to the extent of Tenant's interest), and Tenant's plant, machinery and stock against fire, allied perils, theft and public liability, and to name the Landlord as co-insured where applicable. The Tenant shall provide to the Landlord copies of policy schedules and receipts annually or upon request.
- 9.7 Not to assign, transfer, mortgage, charge, create any security over, sublet or part with possession of the whole or any part of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed and which shall be deemed to have been refused if not given or refused within thirty (30) days of a written request.
- 9.8 To pay all utility bills, service charges and other outgoings in respect of the Premises during the Term.
- 9.9 To ensure proper waste management and to prevent contamination or pollution. The Tenant shall be responsible for any environmental remediation arising from its activities.
- 9.10 To permit the Landlord and the Landlord's agents to inspect the Premises upon reasonable prior notice, except in emergencies.

10. OBLIGATIONS (COVENANTS) OF THE LANDLORD TO THE TENANT

10.1 To deliver vacant possession of the Premises to the Tenant on the Commencement Date.

10.2 To warrant that the Landlord has good and marketable title to the Premises and the right to grant this Lease.

10.3 To pay all land rents, rates and property taxes arising from ownership of the Premises, except any taxes payable in respect of the Tenant's business or operations.

10.4 To cooperate with the Tenant in obtaining consents, permits and approvals necessary for the Tenant's development and operation of the Premises.

11. ASSIGNMENT AND SUBLETTING

11.1 The Tenant shall not assign, transfer, mortgage, charge, create any encumbrance over or sublet the whole of the Premises without the prior written consent of the Landlord. Any consent given by the Landlord may be subject to reasonable conditions including a processing fee and proof of the assignee or subtenant's financial and technical capacity.

11.2 Any attempted assignment or subletting without consent shall be void and shall entitle the Landlord to terminate this Lease.

12. INSURANCE AND INDEMNITY

12.1 The Tenant shall maintain comprehensive insurance policies including but not limited to fire and allied perils, public and employer's liability and loss of rent (where applicable), and may provide the Landlord with copies of insurance certificates and receipts annually.

12.2 The Tenant shall indemnify and hold harmless the Landlord from and against all claims, liabilities, costs, expenses, losses or damages arising from the Tenant's use or occupation of the Premises, its business operations, breaches of this Agreement or any negligent act or omission of the Tenant.

12.3 The Landlord shall indemnify the Tenant against any loss or liability resulting from any defect in the Landlord's title to the Premises.

13. ENVIRONMENTAL RESPONSIBILITY

13.1 The Tenant shall ensure full compliance with all environmental laws and regulations of the United Republic of Tanzania and shall implement and maintain adequate health, safety and environmental management systems.

13.2 In the event of contamination, pollution or environmental damage arising from the Tenant's activities, the Tenant shall promptly undertake remediation at its own cost and indemnify the Landlord for any claims arising therefrom.

14. DEFAULT AND REMEDIES

14.1 If the Tenant defaults in the payment of any rent or other sums due under this Agreement and fails to remedy such default within thirty (30) days after written notice, the Landlord may re-enter and take possession of the Premises and determine the Lease without prejudice to any other remedies the Landlord may have at law or in equity.

14.2 If the Landlord breaches any material obligation under this Agreement and fails to remedy such breach within thirty (30) days after written notice, the Tenant may seek specific performance or terminate the Lease and claim damages.

15. EARLY TERMINATION AND COMPENSATION

15.1 Either party may terminate this Agreement by giving six (6) months' prior written notice to the other party where there is a valid reason for such termination.

15.2 Where termination occurs due to breach by either party, the defaulting party shall compensate the innocent party for proven losses, expenses and reasonable investments made in reliance on the Lease.

15.3 Upon termination (howsoever arising), the Tenant shall remove movable plant and equipment and shall restore the Premises to a condition reasonably acceptable to the Landlord, fair wear and tear excepted.

16. NOTICES

16.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by registered post, or sent by email (provided a copy is also sent by registered post) to the addresses set out below or to such other address as either party may notify in writing.

LANDLORD:

ERICK JOHANES KIMARIO

P.O. Box DAR ES SALAM

Email: erickjah22@gmail.com

Phone: 0674254204

Dar es Salaam, Tanzania

TENANT:

WANG HELUO CONSTRUCTION MACHINERY COMPANY LIMITED

P.O. Box KAMHWA

Email: _____

Phone: 0695-953716

Dar es Salaam, Tanzania



16.2 Notices shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if posted, five (5) working days after posting; and (c) if sent by email, at the time of transmission provided no delivery failure notification is received.

17. FORCE MAJEURE

17.1 Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused by Force Majeure.

17.2 The party affected by Force Majeure shall promptly notify the other party in writing within fourteen (14) days of the occurrence, stating the nature of the event and the expected duration. The parties shall use reasonable endeavours to mitigate the effects of the Force Majeure event.

18. DISPUTE RESOLUTION

18.1 The parties shall first attempt to resolve any dispute amicably by negotiation between senior representatives.

18.2 If negotiation fails, the dispute shall be referred to mediation in Dar es Salaam. If mediation fails, the dispute shall be referred to arbitration in Dar es Salaam under the Arbitration Act and its rules. The arbitration award shall be final and binding on the parties.

18.3 Nothing in this clause shall prevent either party from seeking interim or injunctive relief from the High Court of Tanzania (Land Division) where necessary.

19. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

20. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements. Any amendment or variation to this Agreement shall be in writing and signed by both parties.

21. GOVERNING LAW, LANGUAGE AND COUNTERPARTS

This Agreement shall be governed by the laws of the United Republic of Tanzania and shall be executed in the English language. This Agreement may be executed in any number of counterparts each of which when executed shall constitute an original but all of which shall together constitute one and the same instrument.

22. EXECUTION AND WITNESSING

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement on the day and year first above written and in the manner hereunder appearing.

SIGNED and DELIVERED at Dar es Salaam by the said **ERICK JOHANES KIMARIO** (LANDLORD) who is known/has been identified to me by the latter being known to me personally in my presence this 24 day of September 2025.



LANDLORD

IN THE PRESENCE OF:

Name: CHACHA MWITA NASHON
Signature: [Signature]
Address: P.O. BOX 25410 DAR ES SALAAM
Qualification: **ADVOCATE/NOTARY PUBLIC**



SEALED with the COMMON SEAL of WANG HELUO CONSTRUCTION MACHINERY COMPANY LIMITED (TENANT) and DELIVERED in the presence of us this 24 day of September 2025. at Dar es Salaam.

.....
SEAL

Name: HAIKE WANG for and on Behalf of the Tenant
Signature: [Signature]
Address: 1117, DAR ES SALAAM
Phone No: 07668118888
Occupation: DIRECTOR

Name: WEIMIN WEI for and on
behalf of the Tenant

Signature: [Handwritten Signature]

Address: FAR ES SALAAM

Phone No:

Occupation: DIRECTOR