

LEASE AGREEMENT

This Lease Agreement is made this 15 day of August 2025

BY AND BETWEEN

XIN JIA INDUSTRIAL PARK TANZANIA LIMITED of P.O. Box 14122 Dar es Salaam, herein after to be called **“the Landlord”** which expression shall include their assigns, agents and successors in title of the one part;

AND

LIAN YU SHUN TIAN COMPANY LIMITED of P.O. Box 25630 Dar es Salaam, herein after to be called **“the Tenant”** which expression shall include their assigns, agents and successors in title of the second part;

WHEREAS, the landlord and the tenant (hereinafter referred to as **“the Parties”**) are desirous to enter into a leasing agreement for the premise located at Kibaha Town, Misugusugu Ward, Saeni Street, Pwani Region, herein after to be referred to as **“the Premise”**

AND WHEREAS the landlord is desirous of leasing of leasing the premise, and the tenant is desirous of receiving the premises for a rental fee amounting to 1,500,000 paid annually. for three years is 54,000,000.

AND WHEREAS the parties herein, of their own free will, sound mind, and without any coercion are willing to enter into this agreement under the

terms and conditions specified herein under;

NOW, THEREFORE THIS AGREEMENT WITNESETH AS FOLLOWS;

1. DESCRIPTION OF THE PROPERTY

The Premises subject to this Agreement are situated at Kibaha Town, Misugusugu Ward, Saeni Street, within the Pwani Region of the United Republic of Tanzania, and are located on Plot No. 3. The said Premises comprise a total land area of approximately Nine Decimal Three (9.3) acres, together with all existing structures, improvements and easements rights thereto.

2. DURATION OF THE AGREEMENT

The period of tenancy herein referred to as the **"Contractual Period"** shall be for a period of*3 yrs*..... starting from the *15/08/2025* (**"Commencement date"**) and expiring on the *15/08/2028* (**"the expiry date"**).

3. RENT AND TERMS OF PAYMENT

3.1 Payment Terms: The Tenant shall pay the annual rent and deposit to the Landlord's account in full when the contract is signed.

3.2 Landlord's account name: **XIN JIA INDUSTRIAL PARK TANZANIA LTD**

Bank: **NMB**

Account number: **21210091195**

3.3 Taxes: The Tenant shall not be liable for any taxes arising from or associated with this lease, including but not limited to withholding tax and stamp duty. All such taxes, levies, and charges imposed by any governmental authority in connection with this lease shall be the sole responsibility of the Landlord.

4. ALTERATIONS AND MODIFICATIONS

Any additional alterations, modifications, or structural changes to the Premises shall require the Tenant to submit a written request to the Landlord. No such alterations shall be carried out without the Landlord's prior written consent.

5. PARTIES' OBLIGATIONS

5.1 Tenant's Obligations

- i. Pay the rent in full to the Landlord's specified account.
- ii. Use the premises lawfully and for the agreed purpose.
- iii. Seek written consent from the Landlord before making alterations or erecting temporary structures.
- iv. Allow the Landlord access for inspection or repairs with at least 24 hours' notice.
- v. Pay all taxes as required by the law.

5.2 Landlord's Obligations

- i. Deliver and maintain the premises, including existing structures and improvements.
- ii. Be responsible for all taxes, levies, or charges associated with the lease.
- iii. Provide reasonable consideration and written consent for tenant alterations or temporary structures.
- iv. Give at least 24 hours' notice for access to the premises for inspection or repairs.
- v. Pay all taxes as required by the law.

6. LANDLORD'S ACCESS

The Landlord or its authorized agents may enter the Premises for inspection, repairs, or other reasonable purposes during normal working hours (9:00 AM to 5:00 PM, Monday to Friday), provided that the Landlord gives the Tenant at least twenty-four (24) hours' prior written notice

7. PERMITTED USE AND TEMPORARY STRUCTURES

The Tenant shall have the right to erect temporary structures on the leased premises for purposes related to their lawful use of the property, provided that the Tenant shall first seek and obtain the Landlord's prior written consent. Such consent shall not be unreasonably withheld, delayed, or conditioned. All temporary structures erected shall comply with applicable laws, regulations, and zoning requirements, and shall be removed at the

expiration or earlier termination of this Lease, unless otherwise agreed in writing by the Landlord

8. SALE OF THE PREMISES DURING LEASE TERM

In the event the Landlord intends to sell the Premises during the lease term, the Landlord shall provide the Tenant with written notice at least three (3) months in advance of the intended sale.

9. BREACH OF CONTRACT

9.1 Landlord's Default

In the event that the Landlord breaches any provision of this Agreement or unlawfully repossesses the Premises prior to the expiration of the lease term, the Landlord shall:

- (a) Refund to the Tenant, in full, the portion of rent corresponding to the unexpired remainder of the lease term; and
- (b) Pay to the Tenant compensation equal to thirty percent (30%) of the rent applicable to the remaining lease period.

Such refund and compensation shall be made within fourteen (14) days of the date of breach or repossession.

9.2 Breach by Tenant

In the event that the Tenant breaches any provision of this Agreement or

vacates the Premises prior to the expiration of the lease term without lawful justification, the Tenant shall;

- (a) Be liable to pay rent only up to the date of vacating the Premises; and
- (b) Not be required to pay any additional penalty or compensation for the unexpired portion of the lease term, provided that the Tenant has given the Landlord not less than thirty (30) days' written notice of the intended vacating date; and

10. RENEWAL

The Tenant shall have the option to renew this lease for a further term of 3 years under the same terms and conditions or under new ones, subject to mutual agreement. The Tenant must notify the Landlord in writing of the intention to renew at least thirty (30) days before the lease expires. The Landlord shall respond within fourteen (14) days of receiving such notice. Failure to notify within the specified period shall result in forfeiture of the renewal option.

11. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Contract due to causes beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, epidemics, policy or regulatory changes, or strikes ("Force Majeure

Events”), provided that the affected party gives the other party written notice within seven (7) days of the occurrence, and the time for performance shall be extended for the duration of the delay; if such event continues for more than ninety (90) consecutive days, either party may terminate this Contract by written notice without liability, except for obligations accrued prior to termination.

12. GOVERNING LAW

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

This agreement shall remain binding on the successors of the landlord and the tenant.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the leased Premises. Any amendments or modifications must be in writing and signed by both parties.

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

SEALED with the common SEAL of XIN JIA INDUSTRIAL PARK TANZANIA LIMITED and Delivered in Dar es Salaam
This 20 day of 10 2025.



SIGNED BY;

Name: LIANG JIAN KUN
Signature: 梁乾坤
Address: KIBAKA
Qualification: Director

BEFORE ME;

Name: HADISA MSHANGAMA
Signature: [Signature]
Address: 543 DSM
Qualification: ADVOCATE



SEALED with the common SEAL of LIAN YU SHUN TIAN COMPANY LIMITED and Delivered in Dar es Salaam, this 20 day of 10 2025.



SIGNED BY;



Name: JIHO JIAN WEN


Signature: 何建文

Address: KI BA HA

Qualification: Director

BEFORE ME:

Name: HADIA MHA NGAMA

Signature: 

Address: 543 DSM

Qualification: ADVOCATE

