

**LEASE AGREEMENT**

**BETWEEN**

**EACLC LIMITED**

**(LESSOR)**

**AND**

**ZHONGTAN GROUP LIMITED**

**(LESSEE)**

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**RESPECT OF LEASE FOR UNIT NUMBER I1-02 SITUATED ON 2<sup>nd</sup> FLOOR OF  
THE PLOT NO. P28792 WITHIN UBUNGO MUNICIPALITY, DAR ES SALAAM**

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## LEASE AGREEMENT

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_ 2025

### BETWEEN

**EACLC LIMITED**, a limited liability company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this agreement is of Post Office Box 55189, Dar es Salaam. (Hereinafter called the "**LESSOR**" which expression shall where the context so admits include and extend to persons deriving title under the **LESSOR**, its successors and assigns) of the one party;

**ZHONGTAN GROUP LIMITED** a limited liability company incorporated whose valid TIN Identity card no: **186-718-879** Dar es Salaam.

**WHEREAS**, the Lessor is the registered proprietor of the commercial complex situated at Plot No. PR 28792 Ubungo Municipality, Dar es Salaam commonly known as "East Africa Commercial and Logistics Center"

**WHEREAS**, the Lessor is willing to lease and the Lessee is desirous to lease from the Lessor said the Unit situated on **11** section of **2<sup>nd</sup>** floor and marked as unit number **02** and better described in this Agreement as the unit details of the same are as per the delineated sketch map/ unit plan attached hereto under Annexure - 1.

**AND WHEREAS**, the Lessor has agreed to let the said Unit to the Lessee for a term of **Fourteen months (14 months)** from the Commencement Date as defined below (herein after referred to as "**the Lease Term**").

### NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### [A] - DEFINITIONS AND INTERPRETATIONS

"**Agreement**" Shall mean this Lease Agreement and includes any amendment, appendices, addendum, or other novation agreed and duly signed and executed by the parties in accordance with the terms of this Agreement;

"**Applicable laws**" Shall mean the laws of the United Republic of Tanzania;

"**Commencement date**" shall mean the **01st day of August, 2025** the date on which the Lessee shall take actual possession of the Demised Premises.

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"Commercial complex" shall mean the East Africa Commercial and Logistics Center;

"Costs, charges, expenses or remuneration" shall be deemed to include, in addition, references to any value added tax or similar tax charged or chargeable in respect thereof;

"Demised Premises" or "PREMISES" shall mean the unit situated on the 2<sup>nd</sup> floor of Block 11 and marked as unit number 02 as described under Schedule 1 attached to this Lease Agreement and measuring approximately 12.43 square meters (12.43 SQM);

"Lessee" shall mean **Company Limited OR Natural Person**

"Lessor" shall mean **EALC LIMITED.**

"Month" shall mean a **calendar month**;

"Notice" Shall mean **any notice issued under this Agreement.**

"Parties" Shall mean **the Lessor and Lessee in this agreement.**

"Tax" the word "tax" shall be construed so as to include any tax, levy, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "taxation" shall be construed accordingly and the expression "competent taxing authority" means, in respect of any state or administrative division thereof, any governmental or local authority, monetary agency or central bank having power to collect or levy taxes;

"Termination Date" shall mean the **30<sup>th</sup> day of September, 2026** or any other date that this Agreement may be terminated by the parties or by an order of the Court.

## **1.0 GRANT OF LEASE AND TERM OF LEASE**

### **1.1 Grant of Lease**

The Lessor, in consideration of the rents to be paid and other covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby agree to lease and take from the Lessor the Demised Premises, together with, as part of the parcel, all present and future developments located thereon.

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**1.2 Term of Lease**

The term of this Lease (the "Term") shall begin on the Commencement Date, and shall continue for a Period of **14 months** renewable at the option of the parties hereto or their successors in title or assigns.

**2.0 USE OF PROPERTY BY THE LESSEE**

The Lessee shall use the Demised Premises for the commercial purpose of **HARDWARE&BUILDING MATERIALS** On the Commencement Date or immediately thereafter, the Lessee shall provide the following certified true copies of the below mentioned licenses/permits to the Lessor: -

- a) Certificate of Incorporation of the Company/ NIDA ID/Resident Permit (if individual)
- b) Trading or Commercial Licence of the Company
- c) Memorandum and articles of association
- d) TIN Registration and Tax Clearance Certificate of the Company
- e) Any other license or permit that the Lessee shall be required by law to have to operate its business on the leased premises. Also, a description of the exact type of business

OR

A copy of a valid national Identity card and a police clearance report for leasing in own name.Nothing herein shall give the Lessee the right to use the Demised Premises for any other purposes or to sublease, assign or license the use of the Demised Premises to any sub-lessee, assignee, or licensee without the explicit written consent of the Lessor, which consent, shall not be unreasonably withheld.

**3.0 Extensions and Renewal**

The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension. The Parties agree that the right of either extension or renewal shall not be automatic and shall be subject to explicit consent from both Parties. Final approval will be made by the Lessor.

**4.0 Rent Payable**

4.1 The annual rent payable by the Lessee to the Lessor for the entire Lease Term for lease of the Property shall be **Tanzanian Shillings 22,680,000(TZS 22,680,000)** amount VAT inclusive.

4.2 That immediately after receiving the entire payment, the Lessor shall prepare

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an invoice for the payment, that will bare VAT as per the Tanzania Tax Laws.

#### 4.3 Account Details

ACCOUNT NAME:	EALC LIMITED
ACCOUNT NUMBER - USD:	23710025579
ACCOUNT NUMBER - TZS:	23710025577
BANK NAME:	NMB BANK PLC
BRANCH:	UBUNGO PLAZA
SWIFT CODE:	NMIBTZTZ

#### TERM OF THE LEASE

- 5.1 The term of this Agreement is for **14months** from the 01st day of August , 2025 and shall expire on the 30th day of September 2026 (herein after referred to as "the Lease Term").
- 5.2 Upon the expiry of one year lease term, and there is a renewal of the lease subject to clause 3.0 for a further term, both parties herein agree to have the rent reviewed and agreed upon mutually subject to the market rates at the time of such renewal.

#### 5.0 WITHHOLDING TAX ON RENT

The rental mentioned in, or contemplated by the provisions of this Agreement includes Withholding Tax. The Lessor shall pay to the Tanzania Revenue ('TRA') ten per centum (10%) or such other percentage as may be determined or invented from time to time by any law, of the total rent payable as withholding tax.

#### 6.0 COMMON AREAS, OPERATING AND SERVICE CHARGE

- 7.1 For the purposes of this clause 7, Operating and service costs shall be Tzs 6800/sqm/ per month costs (for which the lease is not otherwise liable in terms of this agreement) incurred by the lessor in connection with the management, maintenance, repair and operation of the common areas including the costs of:
- 7.1.1 Cleaning the shopping Centre and the property.
  - 7.1.2 Providing security in respect of the shopping center and the property.
  - 7.1.3 Maintaining and escalators if any.
  - 7.1.4 Providing electricity, water and other necessary services to the common areas.
  - 7.1.5 Servicing, repairing and maintain the air condition and the air condition installations.

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- 7.1.6 Insurance premiums.
  - 7.1.7 Costs for towel and other toilet services and the cost of maintaining indoor and outdoor plants.
  - 7.1.8 Repairs, maintenance contracts and general maintenance of whatever kind.
  - 7.1.9 Redecorating and painting.
  - 7.1.10 Servicing, repairing and maintaining the fire extinguishing equipment and more particularly the sprinkler system.
  - 7.1.11 Maintaining the car parking and landscaping areas.
- 7.2 The lessee shall pay above service charge (power and water charge are exclusive) as the actual delivery standard which will be levied to cover all activities as stipulated in clause 7.1 above, which is no more than Tzs 6800/sqm/month for 1st year-and the rate will be dynamic annual according to the actual cost every year.
- 7.3 The lessee shall be obliged to contribute towards the operating costs incurred during the period of this agreement, including any renewal thereof, by way of monthly payments to the lessor in the amount of the lessee's contribution payable in advance together with and in addition to the rental payable in terms of clause 4 hereof.
- 7.4 That the Lessor shall reserve the right to revise the service charge at any time during the tenure of the lease PROVIDED THAT the Lessor shall issue a 30-day notice of such increment in advance.

**8.0 SUBLETTING, TRANSFER OF OWNERSHIP, CESSION AND ASSIGNMENT**

- 8.1 The LESSEE shall not cede, delegate or assign or mortgage or pledge any of its rights under this lease or any part hereof, nor sublet the leased PREMISES or any part thereof, nor allow any person, firm, partnership, close corporation, company or any other entity to occupy or possess the PREMISES or any part thereof on any condition whatsoever or for any reason whatsoever, without the LESSOR's written consent which consent shall not unreasonably be withheld.
- 8.2 It is agreed that the LESSEE may use the PREMISES for the specific purpose as set forth in clause 2.0.
- 8.3 Notwithstanding anything to the contrary, contained or implied herein, in the event of the LESSEE wishing to sublet the whole or part of the leased PREMISES, then

8.3.1 An application for the consent of the LESSOR shall be made to the LESSOR in writing;

8.3.2 The LESSOR shall on receipt of a written application have the right to consent to the sublease or withhold consent which consent shall not be unreasonably withheld or delayed. In the event that the LESSOR consents to a sub-letting:

8.3.3 The sub-lessee shall be bound by all the terms and conditions of this lease and the onus is upon the LESSEE to ensure the same.

#### 9.0 ALTERATIONS TO PREMISES

9.1 Save for the express permissions by the LESSOR, the LESSEE shall not, without the written consent of the LESSOR, make any alterations or additions to the leased PREMISES and such consent shall not be unreasonably withheld or delayed, save where such alterations or additions to the leased PREMISES are of a minor nature which shall include but not be limited to alterations or additions to partitioning.

9.2 If consent is given by the LESSOR in terms of clause 9, then during the currency of this lease or any extension thereof such alterations or additions may with the LESSOR's consent, be altered by the LESSEE at its sole discretion and upon the expiration or earlier termination of this lease:

9.3 The LESSEE shall be entitled to remove the said alterations or additions from the leased PREMISES in question, at the LESSEE's cost, to their same condition fair, wear and tear excepted carrying out of such alterations or additions;

9.4 If the LESSEE fails to remove any additions or alterations, the said additions or alterations shall become the LESSOR's property and no compensation therefore shall be paid by the LESSOR.

#### 10.0 LIMITATION OF LIABILITY OF LESSOR

10.1 Neither party shall under no circumstance have any claim against another party for consequential, indirect and special loss howsoever caused, unless such loss is occasioned by the other party.

10.2 Notwithstanding anything to the contrary contained in this lease, nothing in this clause shall indemnify the LESSOR against, or limit its liability in respect of any loss, damage or injury arising in the whole or part out of its negligence,

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act or omission, or its failure to comply with any obligation.

#### 11.0 DESTRUCTION

If the leased PREMISES is completely destroyed or so damaged as to render it substantially untenable, then either party shall be entitled to declare this lease cancelled, by giving written notice thereof to the other party, which written notice in order to be of force and effect shall be received by the other party within 30 (thirty) days after the destruction of or damage to the leased PREMISES. If no such notice is given by either party within such time period, then this lease shall not be terminated, and the LESSOR shall be obliged to proceed expeditiously with the work of rebuilding the leased PREMISES. During the period that the leased PREMISES is untenable or in the event of this lease being canceled by notice given as above, the LESSEE shall not be liable for the payment of any rental after the date of destruction of the leased PREMISES until the end of the rehabilitation/renovation, unless the damage or destruction arose from, was caused by or resulted from any act or omission on the part of the LESSEE.

#### 12.0 CHANGE OF OWNERSHIP, RENOVATION AND REBUILDING

Should the LESSOR at any time during the currency of this lease dispose of or sell the property of which the leased premises form part or any part thereof, or should any of the holders of the shares in the LESSOR sell such of those shares with the result that the purchaser/s thereof acquire/s control of the LESSOR, then notwithstanding anything to the contrary elsewhere contained or implied herein; it is specifically agreed that in any of the foregoing circumstances, the LESSEE shall not be entitled to elect not to be bound to the new LESSOR, and that this lease shall continue in full force and effect, binding the LESSEE to the new LESSOR.

To the extent necessary, the LESSEE hereby consents to the assignment of this lease in order to give effect to the foregoing.



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#### 14.0 COSTS

Each party to this agreement shall be liable for their own respective legal costs in drawing and executing of this agreement.

#### 15.0 MAINTENANCE / DEVELOPMENT OF THE LEASED PREMISES

The LESSEE shall:

- 15.1 at its own cost keep and maintain in good order and condition the leased PREMISES, without derogating from the generality hereof, shall keep maintain in good condition all doors, door handles, locks, keys, entrances and windows and glass as well as any dedicated air conditioning units (on the basis set out in this clause) in or serving the interior of the leased PREMISES and on termination of this lease shall deliver the leased PREMISES to the LESSOR in the same good order and condition as existed at the commencement date and recorded in the conditional report in terms of clause 9 below, fair wear and tear excepted;
- 15.3 pay for and replace where necessary all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the leased PREMISES and shall be responsible at its own cost to maintain all lights and light fittings in the leased PREMISES in proper order and clean condition;
- 15.4 be responsible for the cleaning of the leased PREMISES, which shall include but not be restricted to, the removal of all refuse from the leased premises to a place in the building designated by the LESSOR.
- 15.5 repair at its cost any damage caused to the leased PREMISES by forcible entry or otherwise;
- 15.6 in the event of the LESSEE failing or refusing to maintain or repair the leased PREMISES or part thereof as provided for in terms of this clause and remaining in default for a period of 7 (seven) days after dispatch by the LESSOR of a written notice calling on the LESSEE to rectify such default, then without prejudice to any other rights and remedies which the LESSOR may have in law or in terms of this agreement the LESSOR shall be entitled to effect the necessary maintenance or repairs and to claim the reasonable costs so incurred from the LESSEE to be paid within 14 days from the date of completion of repair; however it should be understood that it's the duty of the LESSEE to repair;

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**16.0 LESSOR'S ACCESS TO THE LEASED PREMISES**

16.1 The LESSOR shall be entitled:

16.1.1 At any time within business hours during the currency of this lease, due and reasonable notice having been given access to the leased premises to affect any such repairs, alterations, improvements and/or additions to the leased PREMISES.

16.1.2 LESSEE shall have no claim against the LESSOR for compensation, damages or otherwise, by reason of any reasonable interference with its tenancy or its beneficial occupation of the leased PREMISES occasioned by any such repairs or building works as are hereinbefore contemplated, or arising from any failure or interruption in the supply of water and/or electricity and/or other amenities to the leased PREMISES, or the temporary cessation or interruption in the operation of any lifts, elevators, escalators and hoists in the building as a result of beyond reasonable control of the LESSOR thereof. Notwithstanding the aforesaid, the LESSOR undertakes -

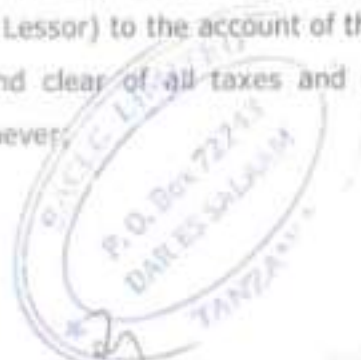
16.1.2.1 Not to unnecessarily or unreasonably interfere with the carrying on of the LESSEE's business in the leased PREMISES during the carrying out of any building works, and

16.1.2.2 To carry out the same as soon as possible in the circumstances;

16.1.2.3 To inspect the leased PREMISES for any purpose whatsoever within business hours with due regard and subject to the LESSEE's security requirements and reasonable notice being given prior to access.

**17.0 THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:

17.1 To pay the one month rent as the security deposit and rent on the day and in the manner set out in this Lease (or by such other mode of payment nominated by the Lessor) to the account of the Lessor notified by the Lessor to the Lessee free and clear of all taxes and deductions (save for statutory withholding) whatsoever;

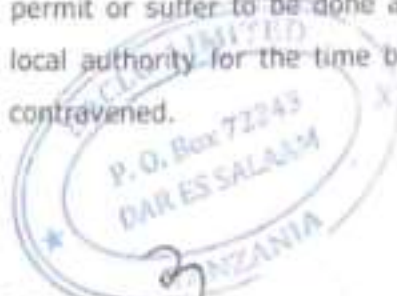


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- 17.2 To keep the Demised Premises, both internal and external, including all buildings, doors, windows, floors, ceilings, glass, fittings and fixtures and surrounding areas clean and in good and tenable repair, order and condition.
- 17.3 To make good any damage caused to the Property, the Demised Premises and to make good any damage caused to the Property and the Demised Premises or to any fixtures or equipment therein by the Lessee, as a result of the carelessness, omission, neglect, improper or negligent conduct or misconduct of the Lessee the Lessee's servants employees agents' visitors or licensees;
- 17.4 To take good care of the Demised Premises and surroundings, comply with all laws, and government regulations applicable to the Property, indemnify and save harmless the Lessor from and against any and all liability arising from injury during the said Term to a person or property, occasioned wholly or in part any act of omission the of the Lessee or of the guest, servants and at the end of the Term or sooner termination of the Term to quit and surrender the Property and the Demised Premises with all the said fixtures and fittings in good order;
- 17.5 To permit the Lessor and its agents and all other persons authorised by the Lessor with or without workmen and others to enter upon the demised premises at reasonable times and upon twenty-four (24) hours notice except in the case of an emergency for the purpose of ascertaining that the covenants, schedules and conditions of this Lease have been observed and performed and/or to view the state of repair and condition of the demised premises;
- 17.6 Not to use the Demised Premises or any part thereof for any purpose other than for commercial purposes as stated in this agreement **2.0**.
- 17.7 To use the Demised Premises in a lawful and orderly manner and nothing shall be done or omitted or permitted contrary to any law or regulations for the time being in force relating to the use of premises of a like nature and not to do or permit or suffer to be done anything whereby any rules or regulations of the local authority for the time being in force applicable to the Property may be contravened.

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- 17.8 To perform and observe all covenants, agreements, conditions, restrictions, stipulations and provisions contained in the instrument under which the Property is held and not at any time to do or permit or suffer anything to be done whereby the title to the Property may be voided or forfeited and at all times keep indemnified the Lessor and its estates and effects from and against all actions, proceedings, costs, damages, claims and liabilities incurred by the Lessor for or in respect of any breach which may be committed by the Lessee during the said term of any of the said covenants, agreements, conditions, restrictions, stipulations and provisions;
- 17.9 Not to permit or suffer to be done in or upon the Property or any part thereof anything which would or might be or become or cause a nuisance, annoyance, inconvenience or disturbance to any person whatsoever and pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying such nuisance;
- 17.10 Not make any material alterations or additions to the Demised Premises without consent, such consent not be unreasonably withheld, in writing of the Lessor and obtaining all statutory and regulatory approvals. Any professional fees incurred by the Lessor in order to assess the proposed alterations by the Lessee shall be borne by the Lessee;
- 17.11 To keep the Lessor indemnified from and against all loss, damage, actions, proceedings, claims, demands, costs and expenses of whatsoever nature in respect of any injury to or the death of any person or damage to the Demised Premises arising directly or indirectly from the repair or the state of repair or condition of the Demised Premises.
- 17.12 To yield up at the expiration or sooner termination of the Term hereby granted the Demised Property to the Lessor together with the fixtures and fittings thereto in such good and tenantable repair and condition as shall be in strict accordance with the Lessee's covenants and agreements herein contained.

**18.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE** as follows:

- 18.1 The Lessor warrants and represents, upon which warranty and representation to the Lessee has relied in the execution of this Lease, that the Lessor is the owner of the Demised Premises, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Demised Premises by the Lessee.
- 18.2 The Lessor covenants and agrees that subject to the Lessee paying the rent and observing and performing all of the terms, covenants and conditions on the Lessee's part to be observed and performed hereunder, that the Lessee may peaceably and quietly have, hold, occupy and enjoy the Demised Premises in accordance with the terms of this Lease without hindrance or molestation from the Lessor or any persons lawfully claiming through the Lessor.
- 18.3 To pay all rates, property and other taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now or during the Term shall be charged, assessed or imposed upon the Property.
- 18.4 The Lessor covenants and agrees that subject to the Lessee paying the rent and observing and performing all of the terms; the Lessor shall protect the tenants' rights during this lease agreement.
- 18.5 The Lessor shall not be held accountable for any damages arising as a result of power fluctuations or power outages by city's power supply.
- 18.6 To ensure the PREMISES at all times with a reputable insurance company, at its expense, against loss or damage by fire and such other risks normally insured against. To comply with all conditions of the insurance policy and provide the Lessee copies of relevant certificates of insurance and policies on demand.

**19.0 OTHER COVENANTS:**

**PROVIDED ALWAYS AND IT IS HEREBY AGREED** as follows:

- 19.1 If the Demised Premises are so damaged or destroyed as to be unfit for occupation or use in whole or in part and the insurance in respect thereof has not become vitiated by any act or omission of the Lessee then the rent

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hereby reserved or a proper proportion thereof according to the extent of the damage shall cease to accrue from the date of such damage or destruction until the earlier of the date on which the Demised Premises shall have been reinstated and the date of expiry of the period for which the Lessee is insured against loss of rent but the Lessee shall not have any right to terminate this Lease or to claim that this Lease be or is void;

- 19.2 The Lessor shall not be liable for any loss, damage or injury to the Lessee, Lessee's employees, servants, agents, visitors or licensees of or the property of the Lessee or of any other such persons caused in whole or in part by: -
- 19.2.1 any lack or shortage of electricity, water or drainage;
  - 19.2.2 any burglary, theft or break in;
  - 19.2.3 any fire, explosion, falling plaster, steam, rain or leaks from any part of the Property or the Demised Premises or from the pipes, appliances or plumbing works or from the roofs or from any other place or by dampness howsoever caused and occurring; or
  - 19.2.4 any other event beyond the control of the Lessor;
- 19.3 The Lessee shall indemnify the Lessor against all claims, actions and proceedings by the Lessee's employees, servants, licensees, agents and others claiming through the Lessee in respect of any loss, damage or injury;
- 19.4 The Lessor shall not be held accountable for any damages arising as a result of power fluctuations or power outages by city's power supply.
- 19.5 The Lessor and the Lessor's agents have made no representations or promises with respect to the Demised Premises save and except as herein expressly set forth. The taking possession of the Demised Premises by the Lessee shall be conclusive evidence as against the Lessee that the Lessee accepts the same as they are;
- 19.6 The parties agree that this lease creates only a landlord tenant relationship. That this agreement shall not create any other obligation and/or relationship between the parties save as stated herein and neither party shall use the name of the other without prior consent of such party or bring it to disrepute.
- 19.7 Each and every one of the Lessee's covenants herein contained shall remain in full force both at law and in equity;

- 19.8 No provision in this Lease shall be waived or varied by either Party hereto except by agreement in writing which agreement shall be prepared and if the case so requires be duly registered at the sole cost and expense of the party requesting the variation;
- 19.9 The failure of the Lessor to seek redress for any breach of or to insist upon the strict compliance of any of the terms and conditions of this Lease shall not impair any right, power or remedy accruing to the Lessor or be construed as a waiver thereof. The rights and remedies of the Lessor herein are cumulative and not exclusive of any right or remedies provided by the law or otherwise.
- 19.10 All improvements and additions made by the Lessee to and on the Demised Premises when made, at once deem to be attached to the Property and become a part thereof and at the end of the expiration of the Term, shall be surrendered to the Lessor in good order and condition as they were when installed, reasonable wear and tear excepted;
- 19.11 All stamp duties and registration fees in connection with the preparation and completion of this Lease shall be paid by the Lessee; and
- 19.12 All Rent and other sums payable hereunder are inclusive of any Value Added Tax (VAT) or similar tax charged or chargeable in respect thereof and in the event that any competent taxing authority shall require that value added tax or similar tax be levied on rental payments and any other sums payable hereunder by the Lessee, the Lessee shall in addition pay amounts equal to the value added tax or similar tax then levied.
- 19.13 If at any time, whether now or in the future, any applicable law, regulation or regulatory requirement of any competent taxing authority requires the Lessee to make any deduction or withholding in respect of taxes from any payment due under this Lease for the account of the Lessor the sum due from the Lessee in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lessor receives a net sum equal to the sum which the Lessor would have received had no such deduction or withholding been required to be made and the Lessee shall indemnify the Lessor against any losses or costs incurred by the Lessor by reason of any failure of the Lessee to make any such deduction or withholding.

## 20.0 DEFAULT AND TERMINATION

### 20.1 The Lessor's Remedies

In the event that;

20.1.1 The Lessee is in default in the payment of rent in full or in default for other charges herein required to be paid by the Lessee, regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

20.1.2 The Lessee shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Lessee hereunder for a period of thirty (30) days after notice to the Lessee in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, the Lessee shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

### 20.2 Termination

20.2.1 The Lessee shall on termination of this Agreement, (whether at the end of the term of the Agreement or otherwise), remove its entire movable from the plot as required by the Lessor. For avoidance of doubt, the Lessee shall clean-up and reinstate at Lessor's option, the demised premises in its original state save for any agreed upon temporary and permanent structures on the demised premises, the existing house on the house Plot and any new hard stand area that is constructed by the Lessee. For avoidance of doubt, if the termination is by reason of nonpayment of rent or any other liability, the lessee will not be allowed to remove his goods or properties until all rent arrears and any other additional costs are cleared.

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Lessee's Initials.....



20.2.2 The Lessee may terminate this agreement by issuing a 30 days' notice of its intention to terminate the lease agreement PROVIDED THAT upon such termination, the Lessee irrevocably waives any claim for refund or repayment of any rent paid in advance or any other payments made to the Lessee whether amortized or paid in advance.

20.2.3 Under the same condition, the Lessee have priorities to Priorities to purchase and renew renting the shop.

20.2.4 Both parties agree that there shall be no automatic right of renewal at the end of the lease term.

20.2.5 The Lessor shall refund all rent made by Lessee previously, if the premises demised under this agreement are failed to delivered after 90 days of official completion time of 01<sup>st</sup> august 2025, to with 31<sup>st</sup> october 2025; or

#### 21.0 SALE OR TRANSFER OF THE PROPERTY

21.1 That in the event the property is transferred or sold to a third party prior to the expiry of this lease, such sale shall be subject to the terms of the lease agreement between the Lessor and the Lessee and that the new owner shall have to comply to the terms of this Lease as if it were a part to it.

21.2 For the purposes of clause 21.2, the Lessor shall ensure that the new owner signs an undertaking, in a form and substance satisfactory to the Lessee, to abide to the terms of this Lease.

#### 22.0 TAXES

Each party shall be liable to pay its own taxes arising from the execution of the lease in accordance to the laws of Tanzania.

#### 23.0 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement will be deemed to neither constitute a partnership between the parties nor constitute either party as the agent of the other party for any purpose.

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Lessee's Initials.....

## 24.0 FORCE MAJEURE

24.1 In the event that the Lessor or the Lessee shall be delayed or hindered in or prevented from the performance of any act other than the Lessee's obligation to make payments of rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

24.1 Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

## 25.0 MISCELLANEOUS

25.1 In this Lease, unless the context otherwise requires, references to:

25.1.1 words denoting the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine gender and neuter and vice versa;

25.1.2 sub-clauses and clauses shall be construed as references to sub-clauses and clauses of this Lease;

25.1.3 the expression "person" shall include any legal or natural person, partnership trust company joint venture government or any agency thereof local authority department or other body (whether corporate or unincorporated);

25.1.4 any statute or any provision of any statute shall be deemed to refer to any statutory modification or re-enactment thereof and to any statutory instrument order or regulation made thereunder or under any such re-enactment;

25.1.5 indemnifying any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that

person and all loss or damage and all payments costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;

25.1.6 "consent of the Lessor" or words to similar effect mean a consent in writing signed by Lessor and "approved" means authorized in writing by the Lessor.

**26.0 NOTICES**

All notices required under this Lease shall be in writing or by electronic mail (also commonly referred to as "email") and shall in the case of written notices to the Lessee be sufficiently served if addressed to the Lessee and delivered to the Demised Premises or forwarded to the Lessee by registered post at the address stated herein or in the case of emails be sufficiently served if sent to the Lessee to an email address provided by the Lessee and in the case of notices to the Lessor be sufficiently served if forwarded to the Lessor by registered post at the address stated herein or emailed to an address provided by the Lessor and so that any notice so posted or emailed shall be deemed to have been served within five (5) days and one (1) day respectively following the date of posting or emailing as the case may be.

**27.0 ENTIRE AGREEMENT**

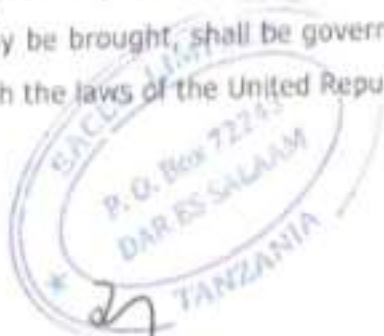
This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.

**28.0 MODIFICATION / AMENDMENT**

This Lease shall not be modified and or amended in any way except by a written instrument executed by both parties.

**29.0 GOVERNING LAW**

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the United Republic of Tanzania.



Lessor's Initials.....

Lessee's Initials Zhang

### 30.0 DISPUTE RESOLUTIONS

All disputes and questions whatsoever, which shall arise between the parties hereto touching this lease or application thereof or any clause or thing therein contained or to the rights or liabilities of any party under this lease shall be first be settled mutually by both parties and in the event the same is not settled within a period of fourteen (14) days from the date of issuance of a notice of dispute; then either party shall have the right to refer the same to a Court with the competent jurisdiction within the United Republic of Tanzania.



EAST AFRICA COMMERCIAL & LOGISTICS CENTER  
P.O. Box 72943  
DAR ES SALAAM

Plot 18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000

BLOCK NO.	I1
Unit No.	02
Area(sq.meter)	12.43
Total Shop Rent(TZS)	<u>22,680,000</u>
Status	14-MONTHS LEASE
Amount Paid	<u>22,680,000</u>

REMARKS;

LEASE TERM START FROM 01/08/2025, ENDING ON 30/09/2026



Lessor's Initials:   B  

Lessee's Initials:   Z

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

SEALED with the COMMON SEAL of the  
said EACLC LIMITED and  
DELIVERED at DAR ES SALAAM in the  
presence of us this \_\_\_\_ day of  
\_\_\_\_\_ 2025.



Name: \_\_\_\_\_

Signature: [Handwritten Signature]

Postal Address: 55189 Dar es salaam

Designation: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: 55189

Postal Address \_\_\_\_\_

Designation: \_\_\_\_\_



Lessor's Initials.....[Handwritten Initials]

Lessee's Initials.....[Handwritten Initials]

SEALED with the COMMON SEAL of  
Said ZHONGTAN GROUP LIMITED and  
DELIVERED at DAR ES SALAAM in the  
presence of us this \_\_\_ day of  
\_\_\_\_\_ 2025.



Name: ZHONGTAN GROUP LIMITED

Signature: Zhang Hua XIA

Postal Address: PLOT No. 287/2 BLOCK No. N/A

Designation: GENERAL MANAGER

**BEFORE ME:**

Name: FRANK MAREEBA

Signature: Frank Mareeba

Designation: ADVOCATE



Lessor's Initials: ZH

Lessee's Initials: ZHANG

SCHEDULE 1: DESCRIPTION OF THE PROPERTY AND SITE MAP

2 FLOOR PLAN



ENCLOSURE  
P. O. Box 72243  
D. D. ES SALAAM  
SINGAPORE

Lessor's Initials

Lessor's Initials

Zhang