

LEASE AGREEMENT

THIS AGREEMENT is made on the 01st day of January, 2025

BETWEEN

MAY SARYAEL MUNUO of P.O.Box 5635, Dar Es Salaam, and E-mail: msmunuo@mail.com (hereinafter referred to as "the LESSOR," which expression shall, where the context so admits, include his successors and/or assignees) of the one part;

AND

DIFAN INVESTMENT LIMITED of P.O.Box 10363, Dar Es Salaam (hereinafter referred to as "the LESSEE," which expression shall, where the context so admits, include its successors and/or assignees) of the other part;

WHEREAS the Lessor is the registered owner of an Industrial area Plot No.86, Block TEGETA WAZO INDUSTRIAL BLOCK, situated at Kinondoni District, Dar es Salaam, (hereinafter called "the demised premises");

AND WHEREAS the Lessor desires to lease to the Lessee, and the Lessee desires to occupy, the demised premises;

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

That the parties agree to the following schedule of rental payments for a term of fifteen years commencing on 1st day of January 2025.

That the parties agree to the rental payments of monthly USD 2,205.

The Lessee shall carry out necessary constructions and renovations at their own cost, which shall not be recovered in rent. The Lessee shall bear the cost of constructing a story

building or plant, and it will not be refunded or deducted from the rent. The lessor shall duly acknowledge and respect the construction costs incurred by the lessee. Consequently, the lessor shall refrain from terminating this contract during its term. In the event of premature termination, the lessor shall be liable for reimbursing all expenses incurred by the lessee for construction and decoration purposes. Failure to comply with this obligation grants the lessee the right to remain in possession of the property.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

1. To pay the reserved rent on the specified day and in the manner aforementioned. Failure to do so shall result in the Lessee vacating the premises and shall not prejudice the Lessor's right to claim any unpaid rent.
2. To pay the water charges every month during their tenure and provide a copy of the receipt to the Lessor for record keeping.
3. To permit the Lessor (upon prior notice) and/or her agents, at reasonable times of the day, with or without workmen, to enter the demised premises to view and inspect its condition. The Lessor shall notify the Lessee of any defects or necessary repairs.
4. Not to use or permit the demised premises to be used in any way that would constitute an unlawful act.
5. To comply with all municipal and health regulations pertaining to the demised premises as promulgated by the Dar Es Salaam City Commission from time to time.
6. To surrender the demised premises at the expiration of the term or any extension thereof in accordance with the covenants and conditions herein contained, in good and tenable condition.
7. Not to make any additional partitions to the premises without the prior written approval of the Lessor.
8. The Lessee shall comply with the country's environmental laws and regulations.
9. To pay all fees for sanitary removal, such as emptying cesspits, as well as all rates and charges for water, electricity, and telephone usage related to the demised premises during the said terms.
10. To be responsible for insuring the materials and items stored in the demised premises.
11. Not to engage in any offensive trade on the demised premises.

12. Upon termination of the lease, the Lessee shall remove any walls forming partitions and fixtures installed by them. The partition may remain with the Lessor's agreement.
13. To keep the premises clean at all times.
14. The Lessee shall leave the premises in a tenable condition.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

1. The Lessee, upon paying the rent as reserved herein and complying with the covenants and stipulations contained herein, shall peacefully hold and enjoy the demised premises without any unlawful interruption by the Lessor or any other person.
2. The Lessor shall pay the withholding tax, which is 10% of the rent before the addition of Value Added Tax (VAT). The Lessee shall provide the Lessor with the receipt after making the payment, and the amount shall be deducted from the rent.
3. The Lessor shall pay all existing and future municipal site rates, taxes, assessments, impositions, duties, charges, and outgoings payable or which may be imposed or charged in respect of the demised premises.
4. In the event that the demised premises or a part thereof is damaged or destroyed by fire, and act of God, force majeure, or any other cause not due to the negligent or willful acts of the Lessor or Lessee, rendering the demised premises uninhabitable, a proportionate part of the prepaid rent for the unexpired term shall not be refunded to the lessee. Instead, the lessor will allow the lessee time to renovate the premises, and the duration of the renovation shall be included in the remain term of the contract.

THE LESSOR AND THE LESSEE HEREBY MUTUALLY AGREE AND DECLARE AS FOLLOWS:

1. If the Lessee wishes to renew the lease of the demised premises after the expiry of the term herein granted, they shall give notice to the Lessor of their intention not less than two (2) calendar months before the expiry of the term. The Lessor may grant a new lease subject to mutually agreed covenants and conditions.
2. Either party may terminate the term created herein by giving a written notice of two (2) months (including means of Email, Text, WhatsApp). Such notice can only be given after the expiry of a period of three (3) months from the commencement of

this Lease. Any prepaid rent balance shall be refunded to the Lessee upon the Lessor securing a new tenant.

3. Any notice served under this Agreement shall be in writing and properly served either in person or by sending it via registered email in the case of the Lessor, using the aforementioned address, and in the case of the Lessee, by delivering it to the demised premises.
4. Notwithstanding anything to the contrary herein, the provisions of this Agreement may be modified by an exchange of letters between the parties, and after the exchange of letters, it shall be read and construed as modified accordingly.

IN WITNESS WHEREOF , the parties hereto have executed this agreement on the day, month, and year indicated below:

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day(s), month(s) and year hereinafter appearing:

SIGNED AND DELIVERED by the said May who is personally known to me/identified to me by.....the latter being personally known to me. This 1st day of January 2025.

Name: MAY SARYAEL MUNUO

Signature:.....

Designation: LESSOR

SIGNED AND DELIVERED by the said Lianbin Yuan who is personally known to me/identified to me bythe latter being personally known to me. This 1st day of January 2025.

Name: Lianbin Yuan

Signature:.....

Designation: Director (LESSEE)



Before Me

Name: Said Ismail Hanya

Address:.....

Designation: Commissioner for Oaths

Signature:.....

