

LEASE AGREEMENT

BETWEEN

SINO TAN KIBAHA INDUSTRIAL PARK LIMITED

(LESSOR)

AND

EASTCAB ELECTRICAL TECHNOLOGY COMPANY LIMITED

(LESSEE)

**IN RESPECT OF THE PREMISES KNOWN AS INDUSTRIAL SHED NO. 18-4 WITHIN
THE SINOTAN KIBAHA INDUSTRIAL PARK, SITUATED ON PLOT NO. 1, BLOCK B
KWALA AREA, KIBAHA DISTRICT COAST REGION.**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 24 day of MARCH 2025

BETWEEN

SINO TAN KIBAHA INDUSTRIAL PARK LIMITED, a limited liability company incorporated under the laws of Tanzania, whose address is P.O Box 10848, Dar es Salaam, Tanzania (Hereinafter called the **“the Lessor”** which expression shall where the context so admits include and extend to persons deriving title under the **‘the Lessor**, its affiliates and subsidiary companies, successors and assigns) of the one part.

AND

EASTCAB ELECTRICAL TECHNOLOGY COMPANY LIMITED, a limited liability company incorporated under the laws of the of Tanzania, whose registered is P.O Box -Tanzania. (Hereinafter called the **“the Lessee”** which expression shall where the context so admits include and extend to persons deriving title under the **‘the Lessee**, its affiliates and subsidiary companies, successors and assigns) of the one part.

RECITALS: -

WHEREAS, The Lessor is the registered owner of the landed property situated on Plot No. 1 Block B Kwala Area, Kibaha District, Pwani region measuring approximately Two Thousand (2000) sqm, within which the Vendor has established the Sinotan Kibaha Industrial Park (“The Industrial Park”).

WHEREAS the landed property has been designated by the Tanzania Investment Center for the purpose of establishing and operating the industrial park.

WHEREAS the Lessee is desirous of leasing the industrial shed No 18-4 found within the Industrial park measuring approximately **2000 square meters** (“The Premises”)

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Lessor's initials.....

Lessee's Initials.....

WHEREAS the Lessor is willing to lease and the Lessee is desirous to lease from the Lessor the landed Property as better described in this Agreement as the Premises to be used for the purposes of operating a cable plant.

WHEREAS, the Lessor has agreed to let the said Premises to the Lessee for a term of Three (3) years from the Commencement Date (as defined below);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

[A] – DEFINITIONS AND INTERPRETATIONS

“Agreement” or “Lease” shall mean this Lease Agreement and includes any amendment, appendices, addendums, or 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 Tanzania as shall be in force from time to time;

“Commencement Date” shall mean the 1st day of May 2025; the date on which the lease of the Premises shall commence.

“PREMISES” shall mean the landed property known as Industrial Shed no. 18-4 within the Sino tan Kibaha Industrial Park together with the existing developments as per the plan attached hereto in this Agreement.

“Lessee” shall mean **EASTCAB ELECTRICAL TECHNOLOGY COMPANY LIMITED**

“Lessor” shall mean **SINO TAN KIBAHA INDUSTRIAL PARK 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.

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 Premises, together with, as part of the parcel, all present and future developments located thereon.

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 Three (3) years renewable at the option of the parties hereto.

1.3 Use of property by the Lessee

The Lessee shall use the Premises for the commercial purpose of furthering its business for the establishment of Cable plant.

Nothing herein shall give the Lessee the right to use the Premises for any other purposes or to sublease, assign or license the use of the Premises to any sub-lessee, assignee, or licensee without the consent of the Lessor, which consent, shall not be unreasonably withheld.

1.4 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.

2.0 PAYMENT OF RENTALS

Lessor's Initials.....

Lessee's Initials.....

The Lessee agrees to pay rent to the Lessor and the Lessor agrees to accept, during the term hereof, at such place as the Lessor shall from time to time direct by notice to the Lessee, at the following rates and times and in the following manner.

2.1 Rent Free Period.

The lessee shall enjoy a rent-free period for three (3) months starting from the date of signing this agreement, namely from 1st,Feb,2025 to 30th,Apr,2025 exempting the rent for the factory building for three months, excluding property fees.

2.2 Mode of Payment

2.2.1The monthly rent payable in terms of this lease shall be United States Dollars \$6000 Exclusive of VAT.

2.2.2Parties herein agree that rent for the leased premises shall be paid in accordance with the following terms;

2.2.2.1 For the first year of the lease, the Lessee shall pay a total of United States Dollars \$72,000 Exclusive of VAT. Rent for this period shall be paid six months in advance immediately after signing the Lease Agreement.

2.2.2.2 For the second year of the lease, the Lessee shall pay a total of United States Dollars \$80,000 Exclusive of VAT. Rent for the second year shall be paid annually from the date when it becomes due.

2.2.2.3 For the third year of the lease, the Lessee shall pay a total of United States Dollars \$100,000 Exclusive

of VAT. Rent for the third year shall be paid annually from the date when it becomes due.

2.2.3 Payments made by the lessee to the lessor shall be deposited into the lessor's bank account with the following details:

Account Name: SINO TAN KIBAHA INDUSTRIAL PARK LTD

Account Number: 008010003230 (USD)

Bank Name: AZANIA BANK

Swift Code: AZANTZTZ

2.2.4 Upon payment of rent the lessor shall issue a receipt confirming the receipt of payment from the Lessee.

2.4 Withholding Tax on Rent

2.4.1 The rental mentioned in, or contemplated by the provisions of this Agreement includes Withholding Tax. The Lessee shall deduct and 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.

2.4.2 Payment of withholding tax will be made when paying the rental pursuant to clause 2 and the receipts evidencing payment of the respective withholding tax to TRA will on demand be availed by the Lessee to the to the Lessor.

Article 3

3. Lessee's Obligations

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Lessor's Initials.....

Lessee's Initials.....

- 3.1 The lessee hereby commits to commence internal construction of the factory within **one month** after the handover of the factory building and to start formal production within **three months** after receiving all licenses, approvals, and permits required for factory construction and operation.
- 3.2 The lessee further commits to obtaining the necessary qualification certificates for production and operation as required by the laws of the United Republic of Tanzania.
- 3.3 Additionally, the lessee pledges to ensure that pollutants generated during the production process meet the park emission standards and are discharged to designated locations.
- 3.4 Moreover, the lessee shall pay a property service fee to the lessor at a rate of \$1.5 USD per square meter per year, payable annually at 3000 USD, within seven days after signing the contract. The service list to be provided by the lessee to the lessor starts from the date of rent payment and is attached as Annex 2.
- 3.5 During the lease term, the lessee is also responsible for (1) water fees and (2) electricity fees, payable based on actual monthly usage within seven days after the beginning of the following month.

Article 4

4. Lessor's Commitments

4.1 The lessor hereby commits to the lessee as follows:

- 4.1.1 If the lease envisioned in this agreement fails not due to the fault of both parties (lessor and lessee), the parties shall restore the original state, and the amount paid by the lessee to the lessor for the lease shall be fully refunded by the lessor to the lessee for the current period, without the obligation to pay interest.

Lessor's Initials.....

Lessee's Initials.....

- 4.1.2 The lessor agrees to construct infrastructure within the industrial park and ensure the availability of social services such as water and electricity to meet the needs of the lessee.
- 4.1.3 The lessor provides lessees with a one-stop service for the procedures required for production and operation, ensuring that lessees promptly obtain the necessary procedures for production and operation.

5. OTHER CONVENANTS: PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:

- 5.1 The Lessor shall not be liable for any loss, damage or injury to the Lessee, the family, 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:-
 - 5.1.1 any defective or negligent work, construction or the lighting or equipment or other parts of the structure of the Property or the Demised Premises;
 - 5.1.2 any lack or shortage of electricity, water or drainage caused by circumstances beyond the control of the Lessor;
 - 5.1.3 any fire, explosion, falling plaster, steam, rain or leaks from any part of the Property or the 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
 - 5.1.4 any other event beyond the control of the Lessor;
- 5.2 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;

- 5.3 The Lessor shall indemnify the Lessee against all claims, actions and proceedings by the Lessor's employees, servants, licensees, agents and others claiming through the Lessor in respect of any loss, damage or injury;
- 5.4 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.
- 5.5 Each and every one of the Lessee's covenants herein contained shall remain in full force both at law and in equity;
- 5.6 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;
- 5.7 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.
- 5.8 All Rent and other sums payable hereunder are exclusive of any value added tax 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.
- 5.9 If at any time, 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

Lessor's Initials.....

Lessee's Initials.....

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.

ARTICLE 6

6. LIMITATION OF LIABILITY OF LESSOR

- 6.1 The LESSEE shall not have any claim of any nature against the LESSOR for any loss, damage or injury which the LESSEE may directly or indirectly suffer which is caused by circumstances beyond the LESSOR's control, or arising out of any act or omission by any other person within the Industrial Park. Save where such loss, damage or injury is caused by the LESSOR, its employees or agents under these circumstances;
- 6.2 The LESSEE shall have no claim of any nature whatsoever whether damages, remission of rent or otherwise, against the LESSOR, for any failure of or interruption in the amenities and services provided by the LESSOR and/or any statutory authority to the leased PREMISES notwithstanding the cause of such failure or interruption save where such failure or interruption is attributed to the act or omission of the LESSOR or its employees or agents;
- 6.3 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.
- 6.4 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, act or omission, or its failure to comply with any obligation.

ARTICLE 7

7. NOTICE

Lessor's Initials.....

Lessee's Initials.....

7.1 Any notice or request under this agreement may be formally sent to any party by pre-paid postage or delivery by a special courier and formally acknowledged.

7.2 In order for one party to notify the other party under this agreement, the addresses of both parties are as follows:

Landlord's Address:
Managing Director,
Sino Tan Kibaha Industrial Park Limited
P.O. Box 10848, Dar es Salaam
Tel:0696818888.....
Email:

Tenant's Address:
Managing Director,
EASTCAB ELECTRICAL TECHNOLOGY COMPANY LIMITED
P.O. Box _____, Dar es Salaam
Tel:0776619816.....
Email:sinocabelectrical@gmail.com.....

Article 8

8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1 This agreement shall be governed by the Laws of the United Republic of Tanzania.
- 8.2 Any disputes arising from or related to this agreement shall be amicably resolved by both parties. Otherwise, they shall be submitted to a court within the jurisdiction of Dar es Salaam for coordination and resolution.

ARTICLE 9

9. FORCE MAJEURE

Lessor's Initials.....

Lessee's Initials.....

If either party is unable to fulfill its duties and obligations under this agreement in whole or in part due to natural disasters, fires, government or state actions, war, civil unrest, rebellion, embargoes, or terrorist activities, then neither party shall violate this agreement, prevent the other party from performing, or hinder the ability of any party to fulfill the obligations promised under this agreement.

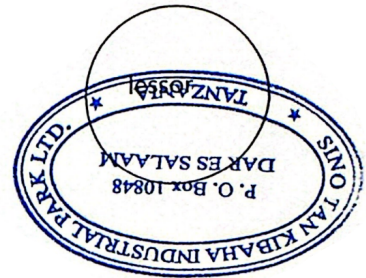
ARTICLE 10

10. TERMINATION OF AGREEMENT

- 10.1 Without affecting the foregoing provisions, this agreement may be terminated if one or more of the following events occur:
 - 10.1.1 By mutual agreement of both parties;
 - 10.1.2 Fundamental breach of the terms of this agreement, and such breach is not remedied within 60 days from the date of notification or any other extended period to remedy such breach;
 - 10.1.3 Occurrence of any force majeure event;
 - 10.1.4 Tenant fails to fully pay the rental price to the landlord in accordance with Article 3.0 of this agreement in a timely manner;
 - 10.1.5 Tenant fails to commence construction within the time specified in Article 4.1 above;
 - 10.1.6 Either party becomes insolvent, bankrupt, and/or liquidates;
 - 10.1.7 Failure to perform all obligations stipulated in this agreement;
 - 10.1.8 **However**, in the event of termination of this Agreement for any reason, both parties agree to immediately mutually indemnify each other to restore the other party to the original state prior to the signing of this Agreement, and any amounts paid by the lessee to the lessor shall be refunded by the lessor within 180 days from the termination of this Agreement.

Both parties signed this lease agreement on the above-mentioned date and year in the following manner, as witnessed by: Common seal affixed.

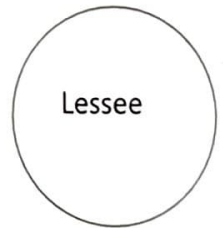
SEALED with the COMMON SEAL of the said
SINO TAN KIBAHA INDUSTRIAL PARK LIMITED
in our presence on this 24 day of March, 2025.



Name: Chen Xiong
Signature: [Handwritten Signature]
Address: 10848 Dar es Salaam
Qualification: Director

Name: _____
Signature: _____
Address: _____
Qualification: _____

SEALED with the COMMON SEAL of the said
**EASTCAB ELECTRICAL
TECHNOLOGY COMPANY LIMITED**
in our presence on this 24 day of March, 2025.



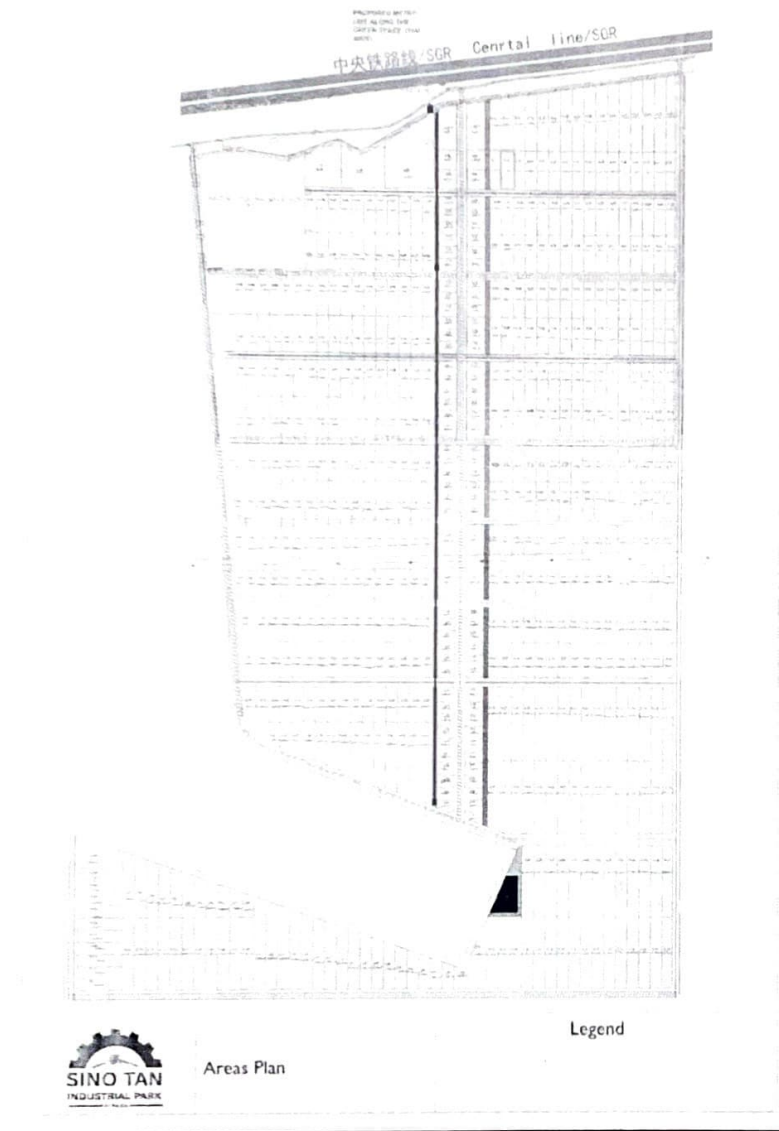
Name: Yang Song
Signature: [Handwritten Signature]
Address: 10848 Dar es Salaam
Qualification: Director



Lessor's Initials.....

Lessee's Initials.....

Attachment 1: Sketch of the location of the factory premises leased by the lessee



Attachment 2: Service List Provided by the Lessor

- One-stop office services for government main functional departments
- Security patrols, cleaning, maintenance of public areas, facilities, and equipment in the park
- Rainwater and wastewater monitoring and treatment in the park
- Landscape and greenery maintenance in the park

Lessor's Initials.....

Lessee's Initials.....