

LEASE AGREEMENT

BETWEEN

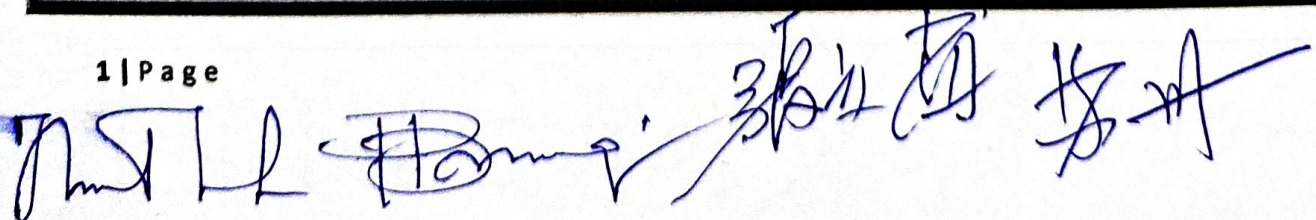
TANSO INVESTMENT LIMITED _____ LESSOR

AND

**TANZANIA HIGH-TECH SMART
CHEMISTRY COMPANY LIMITED _____ LESSEE**

Drawn By:-

*Rei Law Chambers (rlc),
Mikocheni "B", Off Mwai Kibaki Road,
Huruma Street, Near Clouds Media,
House No. 23
P. O. Box 1067,
Mobile: +255 763/715 333 444
Dar Es Salaam.*



LEASE AGREEMENT

THIS LEASE made at Dar Es Salaam this 01st day of June, 2025

BETWEEN

TANSO INVESTMENT LIMITED of P. O. Box 78139, Dar Es Salaam, (hereinafter called "the Lessor") of the one part

AND

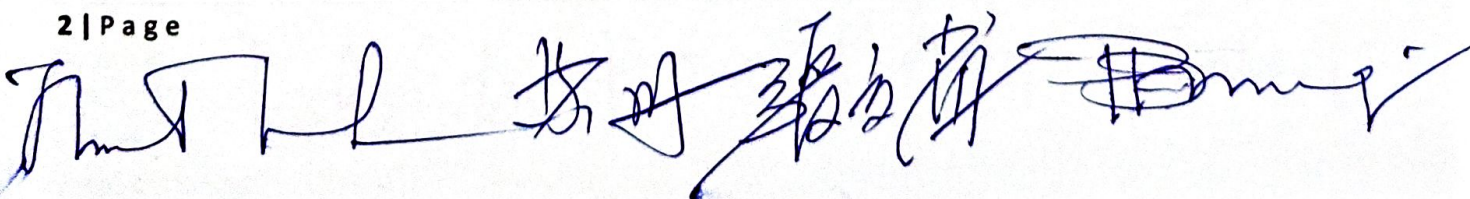
TANZANIA HIGH-TECH SMART CHEMISTRY COMPANY LIMITED with Registration No. 185232352 of P. O. Box 78139, Dar Es Salaam, (hereinafter called "the Lessee") of the other part.

WHEREAS: The Lessor is desirous of leasing his Landed property, on Plot No. 197, Block A Land Office No. 974582, Certificate of Title No. 7909 PWN, KTC/LD/PT/18424 with an area of 7,435 sqm, situate at Zegereni Industrial Area, Kibaha District, Coast Region (hereinafter referred to as the demised premises) which is under the Certificate of the Right of Occupancy of the Lessor.

AND WHEREAS: The Lessee is willing and desirous to rent the said demised premises at an agreed consideration and upon terms and conditions herein after set forth.

IT IS HEREBY AGREED as follows:-

1. The said Lessor hereby Leases to the said Lessee the demised premises, TO HOLD and use the same for the **TANZANIA HIGH-TECH SMART CHEMISTRY COMPANY LIMITED** activities the same for a period of three years from the 1st day of June, 2025 to 31st day of May, 2028, at the consideration of Tshs 2,000,000 per month which makes the total of Tshs 24,000,000 per year of the demised premises.
2. That, the said Companies activities referred under paragraph 1 above include but not limited to production and sales of coal and deep processing, production,

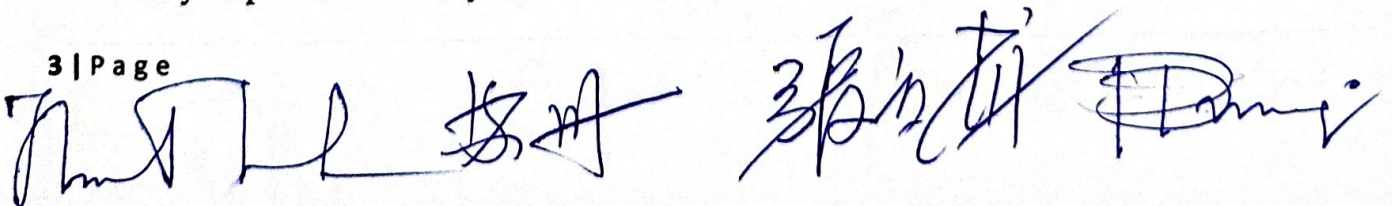


storage and sales of synthetic ammonia, urea and compound fertilizer; production, storage and sales of amine nitrate and explosives; production, storage and sales of methanol, formaldehyde, urea-aldehyde glue and plates, Papermaking production and sales.

3. That, the said consideration of Tshs 2,000,000 per month which makes the total of Tshs 24,000,000 per year of the demised premises referred under paragraph 1 above be deposited by lessor to the lessee A/C No. 23110042312 (Tshs) or 23110042314 (USD) at National Microfinance Bank (NMB). The payment will be made twice yearly that is after six months in each year Tshs 12,000,000 will be paid.

4. The Lessee **HEREBY COVENANTS** with the Lessor as follows:

- a. To pay all taxes including property tax of the demised property and any other tax incidental to in the manner herein above provided.
- b. To pay compensation to the lessee on the products, materials and other plants available in the demised property at the value stipulated and determined by the registered certified valuer.
- c. To pay all production costs including maintenance of the roads, entries and outlets of the demised property.
- d. To ensure maximum security in the demised property and to pay all expenses resulting from the provision of security services.
- e. To ensure good keeping of all sources of water and pay all rates and charges for the use of water and electricity in respect of the demised premises during the said term.
- f. At all times to keep the demised premises and the appurtenances thereof in good order and conditions and to clean and make good/safe all the surrounding or environment of the demised premises.
- g. To permit the Lessor and her agents, surveyors and other authorized persons by the Lessor at all times during day times by prior appointment to enter upon the demised premises for the purpose of viewing and executing any repairs necessary under the covenant; and also for purpose of taking



inventories of the fixtures thereon.

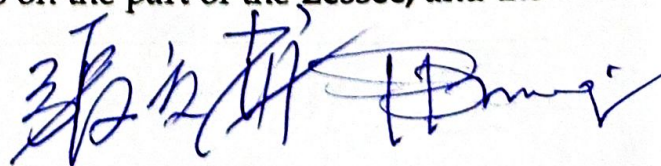
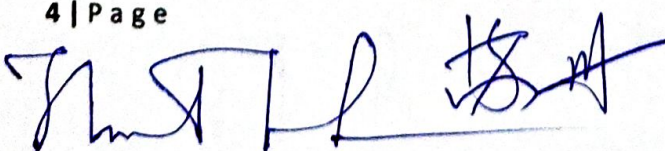
- h. Not to use the demised premises in a way which would create annoyance or any danger to the public and neighbours; and
- i. To comply with all the recommendations of fire authority relating to fire precaution.
- j. Not to assign, misuse, underlet or part with the possession of the demised premises or any part thereof without the written consent of the **Lessor**.
- k. To use the premises for commercial purposes only.
- l. Not to carry on any illegal and offensive trade on the demised premises.
- m. To make minor repairs as well as major repair for damage caused by the negligence of the **Lessee**.
- n. On expiration or sooner determination of the term hereby granted to deliver up the demised premises to the **Lessor** in good tenantable repair and condition (reasonable wear and tear exempted).

5. The **Lessor** covenants with the Lessee as follows:-

- a) To settle all outstanding debts in respect of the demised premises which occurred prior to this agreement and before handing over to the **Lessee**.
- b) Shall not involve or interfere in the operation of the lessee production activities.
- c) The **Lessee** shall peacefully hold and enjoy the demised premises during the term created without interruption by the **Lessor** or any person claiming under or in trust for the **Lessor**.

6. **PROVIDED ALWAYS** and it is hereby agreed and declared as follows:-

- a) If the **Lessee** shall give the **Lessor** a written notice of at least Six (6) months before the expiration of the term created and if there shall then be no breach or non-observance of any of the covenants on the part of the **Lessee**, and the



Lessor is not need of the demised premises for his own use or transfer then the term shall be extended at the expiration of the created term for three years period on the same terms and conditions as stipulated herein above excluding rent payable and mode of payment which shall be subject to negotiations.

- b) Any notice under this Lease Agreement shall be in writing and any notice to the **lessee** shall be sufficiently served if addressed to him on the demised premises or sent to him by registered post and any notice to the **Lessor** shall be sufficiently served if sent to him by registration post at his aforesaid address.

7. INDEMNITY

The **Lessee** agrees to indemnify, defend, and hold harmless the **Lessor** and vice versa, its officers, directors, employees, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in connection with any breach of this Agreement. This indemnity shall extend to third-party claims arising from the parties breach of this Agreement.

8. NO LICENSE


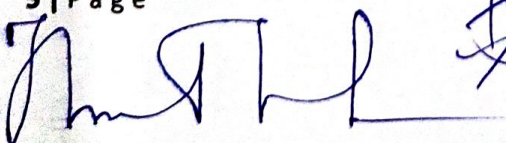
Nothing in this Lease Agreement grants the parties any rights except as expressly set forth herein.

9. TERM

This Lease Agreement shall commence on the date indicated under paragraph 1 above and shall continue in effect until the expiry of the lease hold duration. The Parties are at liberty to renew the contractual lease agreement in accordance with the need and terms to be agreed by the parties at that particular time and in accordance with clause 6(a) above.

10. NO OBLIGATION

Nothing in this Lease Agreement obligates the Parties to disclose any Confidential Information or to proceed with any proposed transaction or relationship.



11. GOVERNING LAW

This Lease Agreement shall be governed by and construed in accordance with the laws of United Republic of Tanzania, without regard to its conflict of laws principles.

12. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Lease Agreement shall be settled amicably by mutual agreement of the parties and such agreement shall be confirmed in writing and signed by both parties, failing of which the aggrieved party shall be at liberty to institute Arbitration proceedings or seek intervention of the relevant Court.

13. ENTIRE LEASE AGREEMENT

This Lease Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

14. AMENDMENTS

This Lease Agreement may be amended only by a written document signed by both parties.

15. SEVERABILITY

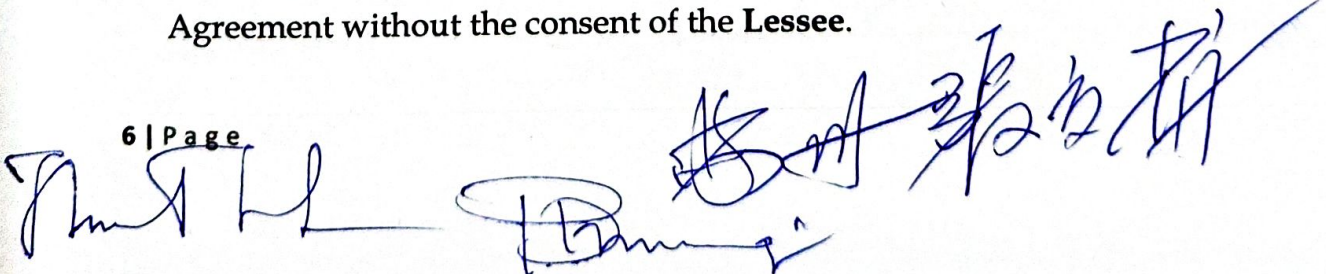
If any provision of this Lease Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16. WAIVER

The failure of either party to enforce any provision of this Lease Agreement shall not be construed as a waiver of that provision or any other provision.

17. ASSIGNMENT

This Lease Agreement may not be assigned by the Lessee without the prior written consent of the Lessor. Likewise the Lessor shall not assign this Lease Agreement without the consent of the Lessee.

The bottom of the page features several handwritten signatures. On the left, there is a signature in black ink. In the center, there is a signature in blue ink. On the right, there is a large, stylized signature in blue ink that appears to be written in Chinese characters.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and in the year and in the manner hereinafter appearing

SIGNED and STAMPED at
Dar es Salaam by the said TANSO
INVESTMENT LIMITED this

07th day of June 2025.



Stamp

Name :

Prosper Daudi Teshe

Signature :

[Signature]

Qualification :

Director

Name :

Florence Joyce Teshe

Signature :

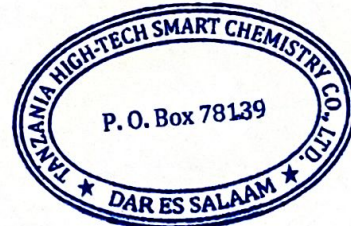
[Signature]

Qualification :

Director

SIGNED and STAMPED at
Dar es Salaam by the said TANZANIA
HIGH-TECH SMART CHEMISTRY
COMPANY LIMITED this

07th day of June 2025.



Stamp

Name :

Zhang Yi Sheng

Signature :

[Signature]

Qualification :

Director

Name :

Sun Zhou

Signature :

[Signature]

Qualification :

Director