

LEASE AGREEMENT

BETWEEN

**MR. HERSI WARSAME MOHAMED
"the Lessor"**

AND

DARRIUS INVESTMENT COMPANY LIMITED "the Lessee"

**RELATING TO PROPERTY SITUATED AT, KILWA ROAD, MBAGALA-
KIJICHI DAR ES SALAAM**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 25 day of July 2025

BETWEEN

HERSI WARSAME MOHAMED of P.O.BOX 4878, DAR ES SALAAM, Tanzania. (Hereinafter referred to as The Lessor") of which expression where the context admits shall include its successors and assigns in title of the one part.

AND

DARRIUS INVESTMENT COMPANY LIMITED a Limited Liability Company incorporated in Tanzania under the Companies Act [Cap 212 RE:2002] of P. O. Box, DAR ES SALAAM (hereafter referred to as The Lessee") on other party.

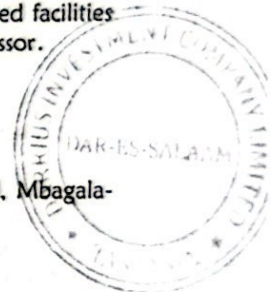
WHEREAS: The Lessor is the registered owner of a portion of land known as Plot No.2013&2014, Block U Mbagala Dar Es Salaam held under Tittle Deed No.87569 (the "Registered Portion").

AND WHERE AS The Lessor is in the process of consolidating the Registered Portion with adjoining land parcels to create a single consolidated title (the "Consolidated Property"). The Lessee desires to lease the entire Consolidated Property, and the Lessor agrees to lease the same, subject to the terms and conditions contained herein.

WHEREAS The Lessee desires to erect on the said premises improvements consisting of **concrete mixing operations**, including storage of raw materials (e.g., sand, gravel, cement), machinery use, and associated office or administrative functions and other ancillary structures and related facilities as set forth in the plan and drawings as prepared by Lessee which shall be supplied to Lessor.

THIS AGREEMENT WITNESSETH as follows: -

1. **Property Leased.**
The property to be leased under this agreement is in respect Kilwa Road, Mbagala-Kijichi, Dar es salaam. (hereinafter called "the Demised Premises").
2. **Lease Term.**
The lease term for the demised property is Ten Years which shall start as soon as possible when the Consolidated Tittle deed is obtained for period of Ten Years which may be renewed upon consent of both parties. That as soon as possible when Tittle Deed is obtained the Lessor shall notify the Lessee on the date of starting this Contract.
3. **Lease purpose.**
The lease hereby created shall be used **exclusively for concrete mixing operations**, including storage of raw materials (e.g., sand, gravel, cement), machinery use, and associated office or administrative functions. or any legal Business Associated with Lessee and shall not anyhow be used for illegal and or unlawful purpose.



4. Rent and Mode of payment.

4.1 The rent shall be United State Dollars Eight Thousand per month (USD 8000.00) which makes a total of United State Dollars Ninety Six Thousand only (USD 96,000.00) for a period 12 months advance. In addition to this clause Rent shall be payable in advance of 12 Month at beginning of every new calendar year.

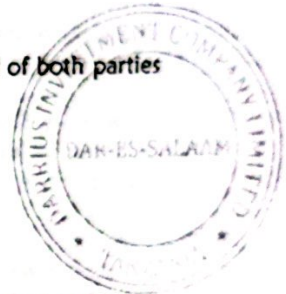
4.2 That Rent shall be paid in United State Dollars or in Tanzania Shillings at the current exchange rate of United State Dollars equivalent to the agreed rental amount.

4.3 The rent shall be payable through Lessor Bank Account number with following details A/C No. **0150425352800** at CRDB Bank Vijana Branch Dar Es Salaam.

4.4 The lessor is responsible for the payment of withholding tax at rate of ten percent (10%) of the rental amount which shall be deducted remitted to the Tanzania Revenue Authority (TRA) and Lessor will be issued Withholding Tax Certificate respectively.

4.5 That upon signing of this Agreement the Lessee shall pay an initial deposit of One month Rent (USD 8000). That the contract shall start as soon as possible when the Consolidated Title deed is Obtained. Failure to obtain title deed the Lessor shall refund paid Rent to the Lessee.

4.5 That Rent shall be reviewed after Five years upon mutual consent of both parties and increment shall not exceed 3% of rental amount per month..



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

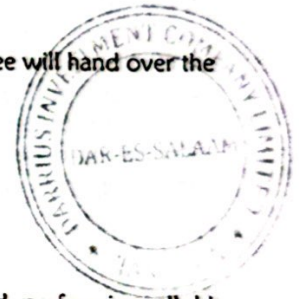
- (a) To pay during the lease term the said rent herein reserve punctually on the days and in the manner aforesaid without any deductions whatsoever.
- (b) The Lessee acknowledges and agrees that possession of the leased premises shall not be taken until the Lessor has obtained and provided a valid Title Deed for the property, and all and contractual obligations have been fully complied with to the satisfaction of both parties. The Lessee shall have no right to occupy or utilize the premises until the Lessor furnishes proof that all legal and physical conditions of the property are in order.
- (c) Not to sublease / sublet the demised property without the written consent of the Lessor.
- (d) To maintain the demised property in a clean and sanitary condition and to bear pay, discharge all electricity and water bill consumed during the lease, sewerage and cesspit emptying charged attributable to the demise property.
- (e) To permit the Lessor and his agents at reasonable time to enter and examine the state of the demised property. The Lessor shall issue the Lessee with a written notice of at least 72 hours of such entering intensions
- (f) Not to use or suffer the demised property or any part thereof for any illegal or immoral purposes. And not to change / modify or alter structural walls and painting without first

seeking and obtaining the consent of the lessor; any such alteration, modification or changes shall be at the cost of the lessee.

- (g) To insure the demised property in favor of the Lessor against fire and any other mishap that may be occasioned by the lessee's activities in the demise property.
- (h) To be responsible for and to indemnify the Lessor against all damages occasioned to the demised premises or any part thereof caused by any act, default, or negligence of the servants or invitees or customers of the Lessee.
- (i) To pay service charges imposed by the City, Municipal or District authority such as garbage collection fee and sewerage connections attributable to the demised property during the lease period.
- (j) Not to erect any permanent building structure or alteration without prior consent of the landlord, whose consent may not be unreasonably withheld.
- (k) The Lessee is required to furnish plan, drawings as to the Lessor before starting of the Improvements consisting of activities agreed and other ancillary structures and related facilities.
- (l) The Lessor reserves the right of entry on failure by lessee to pay agreed rent as provided herein.
- (m) The Lessee shall not seek recovery from the Lessor in respect of finishes and installation permanently attached to the demised premises made by the Lessee in the demised premises and these installations shall remain the demised premises of the Lessee at the expiry of the Tenancy period
- (n) After the above lease period as per clause 2 of this Agreement, the lessee will hand over the premises to the Lessor, in a developed "as is" condition.

6. The Lessor covenant with lease as follows: -

- (a) To pay land rent and property tax as and when due for payment.
- (b) To let the Lessee paying the rent hereby reserved observing and performing all his obligations under the Agreement to quietly and peaceably hold and enjoy the said demised property during the lease term hereby created without any unlawful interruption by the Lessor or any person rightfully claims under or in trust for him.
- (c) Lessor undertakes that no third party shall have a right or claim to the property during the Term and the additional Term of the Lease Agreement.



7. **Default**

If default shall at any time be made by Lessee in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen(15) days after written notice thereof shall have been given to Lessee by Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for fifteen (15) days after notice thereof in writing to Lessee by Lessor without correction thereof then the Lessor may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention, and if possession of the Leased Premises is not surrendered, Lessor may re-enter said Premises and effect possession. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.

8. **Quiet Possession**

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

9. **Termination**

Either party may terminate this lease by giving the other party a written notice of 90 days or 3 months' rent in lieu of notice.

10. **Force Majeure**

For the purpose of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation by government agencies;

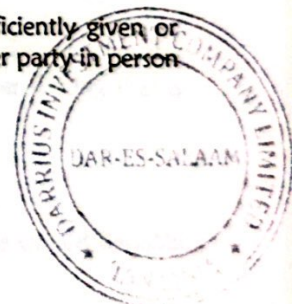
11. **Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by certified mail return receipt requested, or served on either party in person with signed receipt, addressed as follows:

If to Lessor to:

If to Lessee to:

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.



12. Waiver

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

13. Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

14. Successors

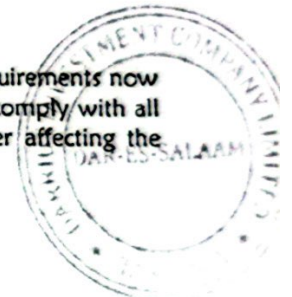
The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.

15. Consent

Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

16. Compliance with Law

Lessee shall comply with all Laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all Laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.



17. Final Agreement

This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

18. Dispute Settlement & Applicable Law

18.1. This Lease shall be construed and enforced according to the Laws of the United Republic of Tanzania.

18.2 All disputes arising from or in connection with this Lease shall be settled amicably by the 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 legal proceedings at the Tribunals and or Courts established for such purpose by the Land Act, Act No.4 of 1999 and the Land Disputes Courts Act No.2 of 2002.

IN WITNESS WHEREOF the parties hereto have freely without any inducement or coercion executed this Agreement on the day and year above mentioned.

SIGNED and DELIVERED at Dar es Salaam by the said **HERSI WARSAME MOHAMED**, who is known to me personally/ identified to me by.....
The latter being known to me personally in my presence
This..... day..... 2025.

Handwritten signature of Hersi Warsame Mohamed
LESSOR

BEFORE ME:

Name : Mohamed Hersi Warsame Mohamed
Address : P.O. Box 4878 Dar es Salaam
Signature : [Handwritten Signature]
Qualification: COMMISSIONER FOR OATH



SEALED with the COMMON SEAL of **DARRIUS INVESTMENT COMPANY LIMITED** and DELIVERED at **DAR ES SALAAM** in our presence
This day of.....2025.

WITNESS

Name : Yongfeng Yang
Address : _____
Signature : [Handwritten Signature]
Qualification: _____

director of Darius

WITNESS

Name : YU Jianyong
Address : _____
Signature : [Handwritten Signature]
Qualification: _____