

LEASE AGREEMENT

BETWEEN

SQW INVESTMENT CO LTD

AND

TIANYI HOLDING TANZANIA LIMITED

Drawn by:
SQW INVESTMENT CO LTD
PLOT NO.4
MINAZINI STREET, KURASINI
TEMEKE DISTRICT
P.O.BOX 42450
TANZANIA
Tel:+255710730258
Email:songaoke@163.com

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 20th day of Oct in the year of 2025

BETWEEN

SQW INVESTMENT CO LTD, a company incorporated in Tanzania in accordance with the provisions of the companies Act, 2002, (R.E.2002) having its registered office at DAR ES SALAAM of P.O.BOX 42450 TANZANIA(hereinafter referred to as "PART A") of the one party;

AND

TIANYI HOLDING TANZANIA LIMITED, a company incorporated in Tanzania in accordance with the provisions of the companies Act, 2002, (R.E.2002) having its registered office at Kurasini, DSM(hereinafter referred to as "PART B").

WHEREAS:

- (a) THE "PART A" legally owns a premise known as **SQW INVESTMENT CO LTD** located at PLOT NO.4 Minazini street, Kurasini, Temeke District, Dar es salaam and the "PART B" wishes to demise portions of the said place (hereinafter referred to as "the demised premises")
- (b) The "PART B" wishes to conduct the company business at **SQW INVESTMENT CO LTD**;
- (c) The "PART A" agreed to grant part b a lease in respect of the said demised premises totaling US Dollar 6000 per year, equivalent to US Dollar 500 per month. The lease agreement period will be 1 year which start on 20th OCT 2025, end up on 19th OCT 2026.

(d) The "PART B" has agreed and hereby undertakes to lease the said premises for the said period upon conditions and the manner hereinafter stipulated.

(e) The "PART A" shall pay for withholding tax and The "PART B" shall pay for the stamp duty, exact amount shall be same as official pay bill.

NOW THIS AGREEMENT WITNESSETH as follows:

1. THE PART B'S OBLIGATIONS FOR THE DURATION OF THE AGREEMENT

The "PART B" undertakes to comply with all obligations stipulated in this agreement and warrants to do the following:

1.1 Regulatory compliance

The "PART B" shall, for the duration of the agreement, ensure compliance with all relevant laws and regulations of the united republic of Tanzania.

Where the "PART B" violates or in any manner transgresses the terms of any of the applicable laws, regulations, guidelines or policies, the "PART A" holds itself harmless and the "PART B" will be held responsible for any liability arising thereof.

1.2 Maintenance of demised premises by the company

The "PART B" shall, during the currency of this agreement, be obliged to maintain the demised premises and all parts thereof including but not limited to drains, gutters and downpipes, concrete and other surface finishes and all services infrastructure in good order and condition and for such purpose shall attend to such repairs and provide such replacements as may be required.

Should the "PART B" at any time fail to comply with any of its maintenance obligations, the part a shall be entitled to enter upon the demised premises and on behalf of the "PART B" replace or make good and repair all items stipulated in foregoing clauses at the cost of the "PART B".

1.3 Security and access control requirements

The "PART B" will be accountable in providing security to its demised premises and for all other assets belonging to the "PART B". the "PART A" will not be held responsible for any losses that may occur in relation to the theft of

the PART B's assets or the assets of other persons.

2. THE PART A'S RIGHTS AND OBLIGATIONS FOR THE DURATION OF THE AGREEMENT

2.1 Ownership of the demised premises

The "PART A" holds title to the demised premises and shall not transfer the legal ownership of the demised premises to the "PART B".

2.2 Provision of utility serviced to demised premises

The "PART A" shall, for the duration of this agreement, provide common services to the industrial park including general security, public lights, and provision of firefighting services, sewerage system services and general maintenance of the industrial park.

3. COSTS

Each party shall bear its own costs of and incidental to the negotiation and preparation of this agreement, and the costs of any stamp duty payable thereon, if any, and any renewal or extension thereof shall be borne and paid by the part b upon demand.

4. INSURANCES

The "PART A" shall ensure that it has taken out insurances against any risk of damage of premise that may or is likely to happen to the demised premises, including, but not limited to, fire insurance policy.

The "PART B" shall ensure that it has taken out insurances against any risk of damage of its owned asset.

The "PART A" shall have a right to claim from the part b any loss resulting from non-insurance of demised premises.

5. INDEMNITY

5.1 The "PART B" shall not, under any circumstances, have any claim or right of action whatsoever or set off against the "PART A" for damage, loss or otherwise that may occur on the demised premises save for damage or destruction directly or indirectly caused by any act or omission of the "PART A", its employees, servants or agents.

5.2 The "PART A" shall not be responsible for:

Any damage to or loss of any stock-in-trade, equipment, machinery, raw materials, papers or other articles kept on the demised premises (whether the property of the part b or that of anyone else) by rain, hail, lightning or fire or by reason of riots, strike or state's enemies or as a result of theft or burglary, with or without forcible entry, or for any other cause whatsoever.

Any personal injury which may be sustained on the demised premises by any of the employees, subcontractors, agents, customers or invitees of the part b or any other person whomsoever or howsoever such injury may be caused.

6. TERMINATION

The "PART A" shall have the right to cancel this agreement and to resume possession of demised premises if:

The "PART B" fails to pay rental payments or other amount due by it to the "PART A" in terms of this agreement on due date and continues that failure for more than 30(thirty) days after receipt of a notices requiring payment.

The "PART B" shall have the right to cancel this agreement if there are any reasons caused by The " PART A" against the normal business operation to The "PART B" and the "PART B" shall have the right to claim the rest of paid rental payments.

7. FORCE MAJEURE

For the purposes of this agreement, force majeure means strikes, revolts, war, civil war, armed conflicts or terrorism, nuclear contamination unless the "PART B" is the source or cause of the contamination, chemical or biological contamination of the facilities from any of the events, any objectively determinable event beyond reasonable control ejusdem generis, which directly precludes either party from compliance with all or a material part of its obligations under this agreement.

8. DISPUTES RESOLUTION

The parties shall seek to resolve amicably any dispute or difference arising between them in respect of any matter connected to, related with or arising out of this agreement.

If the parties cannot resolve any such dispute or difference amicably, parties may forward their dispute to the Tanzania's national construction council. Save as expressly provided in this agreement to the contrary, the arbitration shall be subject to the legislation for the time being in force in Tanzania.

9. GOVERNING LAW

This agreement shall in all respects (including, without limitation, its existence, validity, interpretation, termination and enforcement) be governed by the substantive laws of Tanzania.

10. SEVERABILITY

Any provision in this agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having been severed from the rest of this agreement, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in Dar es salaam and signed in their respective names and delivered as of the day and year herein appearing.

SEALED with the Common Seal of

SQW INVESTMENT CO LTD

In our presence this day of

.....2025

Full Name : Signature:

Designation : Director



Full Name : Signature:

Designation : Director/ Secretary

SEALED with the Common Seal of

TIANYI HOLDING TANZANIA LTD

In our presence this 20 day of ...10.....

.....2025

Full Name : Signature:

Designation : Director



Full Name : Signature:

Designation : Director/ Secretary