

LEASE AGREEMENT

This agreement made this 1st day of January 2025,

BETWEEN

Mr. Ludovick Matafu hereinafter referred to as ("the Lessor") of P.O.BOX 105051 DAR ES SALAAM (Mobile, 0754210160, Passport no. TAE 227424) which expression shall, where the context to admits, includes its successors assigns of one part.

AND

Lion King International Group Co. Limited, TIN:181-361-972 hereinafter referred to as ("the Lessee"), whose expression shall, where the context so admits, include its successors and assigns, of the other part.

A. WHEREAS the Lessor is the owner of the demised property located on the parcel of land known as Plot No. 489/1 and 492 Regent Estate, Kinondoni District (hereinafter referred to as "the demised property")

B. WHEREAS the Lessor is desirous of leasing to the Lessee and the Lessee is willing to lease from the Landlord/Lessor the said property upon the terms and conditions set out hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. DEMISED PROPERTY: The Lessor hereby leases to the Lessee and the Tenant hereby accepts on lease business property on Plot No. 489/1 and 492 Regent Estate, Kinondoni District hereinafter referred to as "the Demised Property" upon the terms and conditions set out hereinafter.

2. TERM: The term of the lease shall be one-hundred-twenty months (ten years) commencing on the 1st day of January 2025. with option to renew subject to the terms and conditions hereinafter.

a. RENT: The monthly rent shall be denominated in United States Dollars (USD) and shall be so paid.

b. The amount payable shall be paid at once in a year i.e., annual rent.

c. The payable rent shall be in accordance with the following schedule for all ten years of the rental period.

Year	Rental Year	Rent Payable
1	1,000.00	12,000.00
2	1,050.00	12,600.00
3	1,100.00	13,200.00
4	1,150.00	13,800.00
5	1,200.00	14,400.00
6	1,300.00	15,600.00
7	1,400.00	16,800.00
8	1,500.00	18,000.00
9	1,600.00	19,200.00
10	1,700.00	20,400.00
Total		156,000.00


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Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 24/01/2025

- d. The payment shall be made directly into the lessor's bank account to be provided.
 - e. There shall be a period of three months grace period where the rent paid shall be counted to be effective as of 1st April 2025, this to allow for the lessor to install the buildings.
 - f. In addition, a deposit equivalent to one month rent of USD 1,000 only shall be paid at the time of contract signing. This is fully refundable after returning the property in good condition. In addition, abiding to the terms of the contract, especially not breaking the contract for any reason prematurely.
3. LESSEE'S COVENANTS: The Lessee hereby covenants with the Lessor that during the term of this Lease Agreement:



THE LESSEE HEREBY CONVENTS with the Lessor as follows:

- a. To pay the said reserved rent punctually as hereinafter provided without any deductions whatsoever.
- b. Delays in Rental Payment: Any delay from the dates stipulated in this contract of the ensuing instalment will be surcharged 5% daily on cumulative basis of the respective instalment amount.
- c. To bear, pay and discharge bills for electricity consumed on the demised property and for all telephone and telex charges.
- d. To bear, pay and discharge water and sewerage charges attributable to the demised property.
- e. At all times to keep the interior of the demised property in good repair and condition throughout the said term (fair wear and tear exempted) and without prejudice to the generality of the foregoing covenants to clean regularly the internal and external parts of the demised property.
- f. To be responsible for and to indemnify the Lessor against all damages occasioned to the demised property or any part of the building, or any other part of the adjacent property or to any person caused by any act, default, negligence of the lessee, its servants, or invitees of the Lessee.

PROVIDED ALWAYS THAT the lessee shall subject to prior consent in writing of the Lessor which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or improvement in addition to the demised property as may be necessary and convenient to the Lessee in the use of the demised property.

All such alterations, improvements and additions shall not to be removed whether intermittently or on termination and/or expiration of the term unless otherwise agreed with the Lessor in writing and the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised property and restore the same to their original state and condition.

- a. The Tenant will comply with all Municipal and Health regulations, including garbage collection, relating to the Demised Property.
- b. To permit the Lessor and his agents, at all reasonable times of the day and upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised property for the purpose of: -
 - i) To view state and condition of the demised property and upon discovery of any defects, or wants to repair the Lessor shall give to the Lessee a notice in writing to repair and make good the same PROVIDED THAT if the Lessee shall not within the period specified in the written notice commence and proceed execution of the work specified as aforesaid, it shall be lawful for the Lessor and


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its agent to enter upon the demised property and execute such repairs and works.

- ii) The costs, and surveyors' fees and other expenses (whatsoever attendant thereon) shall be debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action.
- c. Not to do or suffer on the demised property or any part of any act, matter of thing whatsoever which may be or tend to annoy, damage disturb the Lessor or the owners or occupiers of any adjoining or neighboring property.
- d. To use and occupy the demised property solely and exclusively for **erecting residential apartments and shops** for goods and working offices thereof.
- c. Prohibitions: The erected building must not be used for manufacturing of product, that is as a factory or industrial area.
- f. To yield up the property with the fixtures and fittings and conditions thereto at the end of the said term in good and substantial repair and condition (fair and tear exempted) to the Lessor in accordance with the covenants hereinafter contained.
- g. To pay and make good to Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor because of every breach or non-observance of the Lessee's covenants herein contained and to indemnify the Lessor against all actions, claims, liability, costs, and expenses arising there from.
- h. The Lessee shall not assign this Lease Agreement or part with the possession of the Demised Property or any part thereof without the Lessor's prior written consent, which the Lessor may refuse in its sole discretion.

THE LESSOR HEREBY COVENANTS with the Lessee as follows: -

- a. The Lessee paying the rent hereby reserved and performing and observing the several covenants and stipulations herein contained shall peacefully hold and enjoy the demised property during the term created without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust for the LESSOR.
- b. To pay and discharge all rates, assessments, impositions, charge, and outgoings whatsoever save and except electricity charges, telephone and telex charges which are imposed or may hereinafter become imposed or charged upon the demised property or payable by the Lessor or Lessee in respect thereof.
- c. During the continuance of the said term to keep and maintain the demised property in state of good condition and proper state or repair and or receipt or notice from Lessee remedy and faults and the demised property to be given proper use provided that such faults are not attributable to neglect or the part of the Lessee, his agents, or employees.
- i. To pay all taxes relating to these Agreements, including but not limited to stamp duty and any other taxes as may be imposed on the Lease Agreement.

IT IS HEREBY AGREED AND DECLARED by and between the Lessor and the Lessee that: -

- a. If and whenever during the said term any installment of the said rent hereby reserved or make payable or any part thereof shall be in arrears and remain unpaid 5 (five) days after becoming due, whether formerly demanded or not; or if and whenever there shall be any breach or non-observance or any of the covenants and conditions conferred or implied in this Lease and or the part of the Lessee to be observed and performed; or if the Lessee becomes insolvent for any reason whatsoever, it shall be lawful for the Lessor at any time thereafter notwithstanding any previous waiver of re-entry, to enter into and upon the demised property or any part thereof and repossesses the demised property.
- b. Upon such entry unto the demised property the said term shall absolutely cease and determine but without prejudice to any rights or remedies which shall have accrued to the Lessor against the Lessee in respect of any antecedent breach of any of the covenants herein contained.

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- c. If the Lessee shall be desirous of taking a new lease of the demised Property after the term hereby granted or for any other reason, the Lessee shall communicate of such desire to the Lessor or send by email [known email address] to the Lessor's Address notice in writing not less than three months before the expiration of the said term. Failure to that the contract will be automatically terminated.
- d. Any party to the contract if decides to terminate the contract before the term of the lease [i.e. before the 10 years tenure] must communicate to the other party this intention to terminate the contract within three months before the desired exit date. In addition, if the concerned party is the lessee must pay to the lessor six months equivalent of the monthly rent. However, if it is the lessor, there should be a negotiation on how the damages inflicted to the lessee offset amicably.
- e. This agreement shall be governed by and construed in accordance with the laws of Tanzania.

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement on the date and year herein before mentioned.

SIGNED and DELIVERED at Dar es Salaam
 By Ludovick Matafu, "the Lessor" in my presence
 This 1st day of January 2025,

WITNESS
 Name:
 Signature: Ludovick Matafu
 Postal address:
 Qualification: **Property Manager**

[Signature]
 Received 13,000
 USD for
 Annual Rent

SIGNED and DELIVERED at Dar es Salaam
 For and on behalf of
 Ms Mr. Luo Qingfeng,
 For and on behalf of *[Signature]*

 "The Lessee" in my presence
 This 1st day of January 2025.

[Signature]

Certified as True Copy of the Original
Hendrick Dantel Matiku
 Advocate, Notary Public & Commissioner
 for Oaths
 Sign: *[Signature]*
 Date: 24/04/2025

WITNESS
 Name
 Signature: *[Signature]*
 Postal address: CHINA TOWN MORRO
 Qualification:

[Signature]

Before Me:
Patrick P. Lusama
[Signature]
 ADVOCATE

