



土地租赁协议

Land Lease Agreement

日期: 2025 年 12 月 10 日

Date: 10/12/2025

合同号: SINOMA-LEASE-2025-03

Contract number: SINOMA-LEASE-2025-03

甲方(出租方)Party A(Lessor): SINOMA EAST AFRICA COMPANY LTD

地址 Address: Nature office 3rd Floor, Toure Drive Msasani Peninsular, P. O. Box:

105019, Dar es Salaam, Tanzania

联系方式 Contact Number.: (+255) 0694 852 999

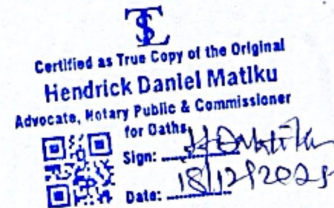
乙方(承租方) Party B (Lessee): OSSC COMPANY LIMITED

地址 Address: Ursino Street, Mikocheni Ward, Kinondoni District, P.O.Box 3496 Dar

Es Salaam, Tanzania

联系方式 Contact Number.: (+255) 766 886 619

鉴于: Whereas



甲方系合法拥有并有权出租位于坦桑尼亚中材工业园内的土地(以下简称“土地”);

Party A is legally entitled to and has the right to lease the Land located within the Tanzania SINOMA Industrial Park (hereinafter referred to as the "Land").

乙方希望租赁上述土地并开展相关经营活动;

Party B wishes to lease the aforementioned Land and conduct related business activities.

双方在平等、自愿、公平的基础上达成租赁协议,依法履行各自的权利和义务。根据坦桑尼亚相关法律法规,甲、乙双方经友好协商,达成如下协议:



Both parties reach a leasing agreement on the basis of equality, voluntariness, and fairness, and shall fulfill their respective rights and obligations in accordance with the law. In accordance with relevant Tanzanian laws and regulations, the Parties A and B, through amicable negotiation, have reached the following agreement:

第一条 租赁土地及用途

1. Leasing of Land and its usage.

1.1 甲方位于 KIBAHA 的 Visiga D 区第 15 号地块共计 164,400 平方米的土地，甲方向乙方出租其中的 20,000 平方米，单位编号 R 12/B。：

地址：Plot No.15 Block D Visiga In Kibaha Township,

1.1 Party A owns in Plot No.15 Block 'D' Visiga In Kibaha Township of 164,400 square metre, party A is willing to rent the part of 20000 square metre, Unit number R 12/B;

1.2 土地租赁期限暂定 10 年，即从 2025 年 12 月 10 日至 2035 年 12 月 10 日止。乙方可以提前撤租，以书面形式通知甲方即可。

1.2. The land lease term is tentatively set at 10 years, from December 10, 2025 to December 10, 2035. The lessee may terminate the lease in advance by giving written notice to the lessor.

1.3 乙方承诺仅将土地用于运输车队的办公、车辆停放、车辆维修，不得擅自改变土地用途，并保证在租赁期间遵守相关法律法规和政府规定。

1.3. Party B undertakes to use the land solely for the office, vehicle parking, and vehicle maintenance of the transportation fleet, and shall not alter the land use without authorization. Party B also guarantees compliance with relevant laws, regulations, and government provisions during the lease period.

Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: *H. Matiku*
Date: 18/12/2025

第二条 租金及支付方式

2. Rent and Payment Method

2.1 乙方应按照本协议约定，向甲方支付租金。租金价格：每月（不含增值税）租金总额为 1,500,000.00 坦先令（大写一百五十万坦先令整）。

2.1. Party B shall, in accordance with the provisions of this Agreement, pay rent to Party A. Rental price: Total monthly rent is 1,500,000.00 TZS (one million five hundred

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(thousand Tanzanian shillings) excluding VAT.

2.2 乙方应1季度预付一次租金(含18%增值税5,310,000.00TZS)支付至甲方指定的银行账户。甲方向乙方提供租金发票,乙方在将租金支付至甲方,同时提供支付凭证。

2.2 Party B shall prepay rent (5,310,000.00TZS including 18% value-added tax) once every quarter to the bank account designated by Party A. Party A provides Party B with a rental invoice, and Party B pays the rent to Party A and provides a payment voucher at the same time.

2.4 其他费用

2.4 Other expenses

如因乙方使用土地导致的维修费用、清洁费用等,由乙方承担。

Other costs: Such as maintenance costs, cleaning costs, etc. caused by Party B's use of the Land, Party B shall bear them.



第三条 使用条件与权利义务

3. Conditions of Use and Rights and Obligations

3.1 甲方保证其出租的土地权属清晰、完整,并无任何抵押、查封、债权等权利纠纷。

3.1 Party A guarantees that the Land it leases has clear and complete ownership without any disputes such as mortgage, seizure, or claims.

3.2 甲方应在2025年12月10日前将土地交付给乙方,并确保土地符合本协议的约定及相关法律法规的要求。

3.2 Party A shall deliver the Land to Party B before December 10th, 2025, and ensure that the Land complies with the provisions of this Agreement and the requirements of relevant laws and regulations.

3.3 乙方应合理使用土地,不得擅自改变土地的用途、结构或进行违法活动。如因乙方使用不当导致土地损坏或损失,乙方应承担赔偿责任。

3.3 Party B shall use the Land reasonably and shall not change the purpose, structure or conduct illegal activities without authorization. If the Land is damaged or lost due to improper use by Party B, Party B shall bear the liability for compensation.

3.4 乙方应遵守甲方制定的土地管理制度,如货物的存放、搬运、防火、防盗等



规定。

3.4 Party B shall comply with the Land management system formulated by Party A, such as the storage, handling, fire prevention, and theft prevention of goods.

3.5 甲方有权在乙方履行租赁协议期间，随时对土地进行监督、检查，并要求乙方按照合同约定合理使用土地。

3.5 Party A has the right to supervise and inspect the Land at any time during Party B's performance of the lease agreement and may require Party B to use the Land reasonably according to the contract.

3.6 乙方有权依法享有土地的使用权，但不得以其他方式处置土地。

3.6 Party B has the right to lawfully enjoy the Land's right of use but shall not dispose of the Land in any other way.



第四条 违约责任

4. Breach of Contract Liability

4.1 若因一方违约导致另一方遭受损失的，违约方应承担相应的赔偿责任。

4.1. If one party breaches the contract, resulting in losses to the other party, the breaching party shall bear corresponding liability for compensation.

4.2 如乙方未按照约定支付租金，每逾期一日，应按照未支付租金的 5% 向甲方支付违约金。

4.2 If Party B fails to pay the rent as agreed, it shall pay Party A a penalty of 5% of the unpaid rent for each day overdue.

4.3 如因甲方原因导致乙方无法正常使用土地，甲方应按照乙方实际遭受的损失向乙方支付赔偿金。

4.3 If Party B is unable to use the Land normally due to Party A's reasons, Party A shall pay compensation to Party B according to the actual losses suffered by Party B.

第五条 协议解除

5. Termination of Agreement

5.1 在租赁期限届满前，任何一方不得解除本协议。

5.1. The agreement cannot be terminated by either party before the expiration of the lease term.



5.2 在以下情况下,任何一方有权单方面解除本协议: a) 对方严重违反本协议,并在收到书面通知后 10 天内未能纠正; b) 因不可抗力等不可预见因素,导致无法履行本协议的。

5.2. Either party has the right to unilaterally terminate this agreement under the following circumstances: a) The other party seriously violates this agreement and fails to correct it within 30 days after receiving written notice.; b) Due to force majeure or other unforeseeable factors, it becomes impossible to fulfill this agreement.

5.3 乙方未按照约定支付租金达 10 日以上的,甲方有权解除本合同,并要求乙方支付拖欠的租金及违约金。

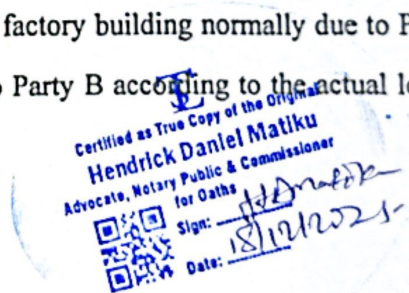
5.3 If Party B fails to pay the rent as agreed for more than 10 days, Party A has the right to terminate this contract and require Party B to pay the overdue rent and liquidated damages.

5.4 乙方擅自改变土地用途、结构或进行违法活动的,甲方有权解除本合同,并要求乙方承担相应的法律责任。

5.4 If Party B changes the purpose or structure of the Land without authorization or conducts any illegal activities, Party A has the right to terminate this contract and require Party B to bear the corresponding legal liability.

5.5 如因甲方原因导致乙方无法正常使用土地,甲方应按照乙方实际遭受的损失向乙方支付赔偿金。

5.5 If Party B is unable to use the factory building normally due to Party A's reasons, Party A shall pay compensation to Party B according to the actual losses suffered by Party B.



第六条 其他约定

6. Other provisions.

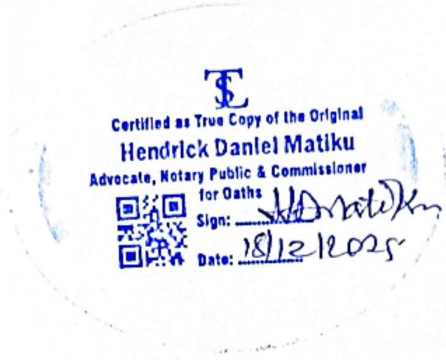
6.1 本协议未尽事宜,由双方协商解决,经双方签字确认后,成为本协议的补充。补充协议与本合同具有同等法律效力。

6.1. Any matters not covered by this agreement shall be resolved through mutual consultation between the parties. Upon confirmation by both parties' signatures, such resolutions shall become supplementary to this agreement. The supplementary agreement has the same legal effect as this contract.



6.2 本协议一式两份，甲、乙双方各执一份，具有同等法律效力。

6.2.This agreement is made in duplicate, with each party holding one copy, both of which have equal legal validity.


Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: *H. Matiku*
Date: 18/12/2025

兹证明，本合同双方于当日签字并加盖公章。

IN WITNESS there of, the parties hereto set their hands and common seal the day.



本合同由中材东非有限公司通过其授权董事签署

Executed as Deed by SINOMA EAST AFRICA CO. LIMITED acting through its authorised Director

姓名: 鲁晓强

Name: Lu Xiaoqiang

职务: 总经理

Designation: General manager

签字:

Signature:

日期:

Date:



本合同由 OSSC COMPANY LIMITED 通过其董事总经理签署

Executed as Deed by OSSC COMPANY LIMITED acting through its Managing Director

姓名: 蒋勇杰

Name: Jiang Yongjie

职务: 授权代表

Designation: Authorized Representative

签字:

Signature:

日期:

Date

