

## Lease Agreement for Factory Premises

### 厂房租赁协议

**Party A (Lessor):** Zhongteng Construction Materials Company LTD  
甲方（出租方）：中腾建筑材料有限公司

**Party B (Lessee):** GrandEast Packaging and Manufacturing Limited  
乙方（承租方）：贵东包装与制造有限公司

This Lease Agreement is made in accordance with the laws of the United Republic of Tanzania. Both parties agree to comply with the following terms:  
本协议依据坦桑尼亚联合共和国相关法律订立，双方同意遵守以下条款：

#### 1. Premises Description

##### 一、厂房描述

Party A hereby agrees to lease to Party B a factory facility comprising two units with a total area of approximately 2000 square meters, situated in Kibaha Misugusugu, Pwani Village in the industrial area. The leased premises shall include one (1) accommodation room, one (1) office room, and one (1) integrated office and accommodation unit, intended for use in connection with Party B's industrial and manufacturing operations..

甲方同意将位于 Kibaha Misugusugu 普瓦尼村的两个厂房（约 2000 平方米）出租给乙方，包括住宿房一间、办公房一间以及办公住宿一体房一间。

#### 2. Lease Term and Rent

##### 二、租赁期限与租金

The term of this Lease Agreement shall be three (3) years. The Annual rent payable by Party B shall be Tanzanian Shillings 12000000. Party B shall remit the annual rent in full, one (1) month prior to the commencement of each lease year. Early termination by Party B requires one month's prior written notice.

租期为三年，年租金为 12000000 坦桑尼亚先令。乙方应在每年租期开始前一个月提前支付全年租金。如需提前退租，乙方需提前一个月书面通知甲方。



### 3. Payment Terms

#### 三、支付条款

Party B agrees to pay the one-year rent in a lump sum as per mutual agreement.

根据双方协商，乙方同意一次性缴纳一年的租金。

### 4. Payment Account Details

#### 四、支付账户信息

Account Number: 23910005096

Account Name: Zhongteng Construction Materials Company LTD

Bank: NMB BANK PLC, Oysterbay Branch

账号: 23910005096

户名: 中腾建筑材料有限公司

开户行: NMB BANK PLC, Oysterbay 支行

### 5. Party A's Responsibilities

#### 五、甲方责任

Party A shall, within two (2) months, complete surface hardening works, relocate existing materials, seal the side walls of the leased area, improve drainage facilities, and clear the premises to enable Party B's machine layout and installation.

甲方应于两个月内完成地面硬化、现有材料清理、租赁区域侧墙封闭、完善排水设施，并清理场地，以便乙方进行设备布局安装。

### 6. Party B's Responsibilities

#### 六、乙方责任

Party B shall complete installation and commissioning of machinery within four (4) months. Rent starts accruing from 10 November 2025. The next year's rent shall be paid in full by 10 October 2026. Party B is responsible for installation of electricity and water systems.

乙方应于四个月内完成设备安装调试，自 2025 年 11 月 10 日起开始计算租金，2026 年 10 月 10 日前一次性支付下一年度租金，电路、水管等设施由乙方自行安装。

## 7. Use of Premises

### 七、厂房用途

Party B shall use the premises solely for industrial production in accordance with Tanzanian zoning laws and environmental regulations. Both parties agree that Party B shall not manufacture steel composite panel products for avoiding the conflict against Part A's own business.

乙方应将厂房用于工业生产，严格遵守坦桑尼亚土地用途和环保法规，不得上复合板机器以免和甲方经营内容发生冲突。

## 8. Health, Safety, and Environment

### 八、健康、安全与环保

Party B must comply with Tanzania's Occupational Health and Safety Act and environmental laws, including proper waste disposal in line with National Environment Management Council (NEMC) standards.

乙方应遵守《坦桑尼亚职业健康与安全法》及环保法规，确保废物处理符合国家环境管理委员会（NEMC）规定。

## 9. Insurance and Liability

### 九、保险与责任

Party B shall maintain appropriate insurance (e.g. fire, liability, property). Party A shall not be held responsible for damage to Party B's assets unless due to gross negligence.

乙方应投保必要的保险（如火险、财产险、第三方责任险）。除非因重大过失，甲方不对乙方资产损失承担责任。

## 10. Force Majeure

## 十、不可抗力

Neither party shall be liable for failure to perform due to force majeure events including natural disasters, civil unrest, pandemics, or government actions. The affected party shall notify the other party within seven (7) days.

如因自然灾害、战争或政府限制等不可抗力事件致使无法履约，双方互不承担责任。受影响方应于七日内通知对方。

## 11. Dispute Resolution

### 十一、争议解决

Disputes shall first be resolved amicably. Failing that, disputes shall be submitted to Tanzania Institute of Arbitrators (TI Arb), Dar es Salaam.

任何争议应首先通过协商解决。如协商不成，提交至达累斯萨拉姆坦桑尼亚仲裁中心（TI Arb）裁决。

## 12. Governing Law

### 十二、适用法律

This agreement is governed by the laws of the United Republic of Tanzania.

本协议受坦桑尼亚联合共和国法律管辖。

## 13. Taxes and Duties

### 十三、税费责任

Party A shall be responsible for calculating and paying the applicable withholding tax (WHT) on rental income. Party B shall bear full responsibility for the stamp duty and registration with relevant authorities if required.

甲方负责计算并缴纳租金收入的预扣税（WHT）。乙方承担本租赁合同产生的印花税及必要的注册手续。

#### 14. Termination

#### 十四、解除条款

Either party may terminate the agreement with thirty (30) days' prior written notice, and shall otherwise agree on the termination timeline. Breach of contract may result in immediate termination and compensation.

任何一方可提前三十日书面通知，提出解除协议要求并协商具体解除协议时间。若有重大违约，守约方有权立即解除协议并要求赔偿。

#### 15. Roles & Responsibilities of Both Parties

#### 十五、双方职责

Party A shall ensure lawful possession and maintain external structures. Party B must maintain internal conditions and may not sublease or assign without Party A's consent.

Party A shall ensure an acquisition of the appropriate regulatory permit of industrial use for the leased premises in place.

甲方应确保合法持有并维护厂房外部结构。乙方需维护内部设施，未经甲方书面同意不得转租或转让租赁权。

甲方确认已获得合法许可，并确保所租让的厂房可用于工业生产用途。

#### 16. Renewal of Lease

#### 十六、续租条款

Party B has a right of first refusal to renew the lease. Renewal terms must be finalized three months before the expiration of the lease term.

乙方享有优先续租权，应在租期到期前三个月与甲方书面协商确定续租条款。

#### 17. Compensation

#### 十七、赔偿责任

If the agreement is terminated without cause, the responsible party shall compensate the other based on remaining lease value and proven losses.

无故终止协议的一方应根据剩余租期及实际损失对另一方予以赔偿。

#### 18. Maintenance and Alterations

##### 十八、维护与改造

Party A is responsible for the building structure and roof. Party B shall maintain internal facilities and must obtain prior approval before making any alterations.

甲方负责建筑结构和屋顶维护。乙方负责内部设施维护，并须经甲方书面同意方可进行任何改动。

#### 19. Entry and Inspection

##### 十九、进入与检查

Party A may enter the premises with thirty-six (36) hours' prior notice for inspection or maintenance, without disturbing Party B's operations.

甲方可提前 36 小时通知乙方后进入厂房进行检查或维护，但不得影响乙方正常运营。

#### 20. Registration

##### 二十、合同登记

This lease may be registered with the relevant Land Office as required under Tanzanian law.

本协议可依据坦桑尼亚法律要求在相关土地局进行注册。

#### 21. Entire Agreement

##### 二十一、完整协议条款

This agreement constitutes the complete understanding between the parties. Any amendment must be in writing and signed by both parties.

本协议构成双方完整的理解与约定。任何修改须以书面形式由双方签署确认。

## 22. Language and Interpretation

### 二十二、语言与解释

This agreement is made bilingually. In the event of any conflict, the English version shall prevail.  
本协议采用中英文双语编写。如有歧义，以英文版本为准。

## 23. Legal Representation and Liability

### 二十三、法定代表人责任声明

The signatory for Party B affirms they are the legally authorised director and assume full legal liability.

The signatory for Party A affirms they are authorised by the Board of Directors and that all directors of Party A have reviewed and approved this lease agreement. The signatory director accepts full liability on behalf of Party A.

乙方签署人确认其为公司合法授权的董事，并承担本协议的全部法律责任。

甲方签署人确认其经董事会授权签署本协议，并声明所有董事已审阅并同意本协议内容，并承担由此产生的全部法律责任。

## 24. Proof Documents by Party A

### 二十四、甲方提供的证明文件

Party A shall provide to Party B the following documents: Certificate of Incorporation, Business Licence, TIC Certificate (if applicable), Memorandum and Articles of Association, and Title Deeds or land ownership documents.

甲方应向乙方提供以下文件：公司注册证书、营业执照、TIC 投资证书（如适用）、公司章程及组织结构文件、物业产权证明或地契。

