LEASE AGREEMENT

between

LIBILIBI INVESTMENT LIMITED

and

A & A GROUP LIMITED

Drawn by:
OTHMAN OMARY OTHMAN– ADVOCATE
PSSSF GARDEN AVENUE TOWER – 15TH FLOOR
GARDEN AVENUE | OHIO STREET
P. O. BOX 10365
DAR ES SALAAM TANZANIA 0
0718 76 45 23
info@spesattorneys.co.tz

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "the Agreement") shall be effective from the ..1.X. day of May, the year 2025.

BETWEEN

LIBILIBI INVESTMENT LIMITED, a corporation established under the laws of Tanzania (the Companies Act 2002), located at Dar es Salaam, Tanzania (hereinafter referred to as "the Lessor") of the one part.

AND

A & A GROUP LIMITED and whose address for the purpose hereof located at Dar es Salaam (hereinafter referred to as "the Lessee") of the other part.

WHEREAS the Lessor is the legitimate and exclusive registered owner of a property described as Plot No. 35 with **Certificate of Occupancy Tittle No. 186066/92** situated at Mafuta road,Kurasini area within Dar es Salaam, Tanzania.

AND WHEREAS the Lessee has offered and the Lessor has agreed to lease the premises (hereinafter called "the demised premises");

AND WHEREAS the Lessee intends to use the demised premises for storage and allied purposes for a rental term as stated in this Agreement;

AND WHEREAS for the purposes herein mentioned, the Lessee is willing to lease the demised premises free from any liabilities from the Lessor, and Lessor is willing to lease the demised to the Lessee and have it back at the end of the term of this lease likewise free from any liabilities of the Lessee, and in each case in accordance with the terms and conditions stipulated in this Agreement;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. **THE LEASE**

Subject to the terms of the Agreement the Lessor hereby Leases the demised premises to the Lessee and the Lessee hereby takes the demised premises on Lease from the Lessor.

2. **THE TERM OF THE LEASE**

2.1 The term of the Lease in this Agreement is 6 years commencing from the effective date which is the date of possession.

2.2 The Lessor may, at the expiration of the term of this Lease, extend it for another term to be negotiated with the Lessee.

3. **THE RENT**

i) The rent payable for the first year shall be **TZS. 1,400,000.00** (One Million and Four Hundred Thousand Shillings only), per Month, **exclusive of VAT respectively**. Payable 6 (six) month in advance **TZS 8,400,000.00** (Eight Million and four Hundred thousand only), the first payment being made at the time of signing this Agreement via Control Number.

ii) The rent shall be payable after every 3 (three) months immediately after the lapse of the previous payment not limited per se that the Lessee can pay above 3 months payment but not below that period subject to review at the beginning of every year.

4. **QUIET ENJOYMENT**

So long as the Lessee shall perform his obligations under this Agreement, the Lessee shall have the right to quiet enjoyment of the demised premises throughout the term hereof without interruption by the Lessor or by any person claiming by, through, under or in trust for the Lessor.

5. PAYMENTS AND TAXES

5.1 The Lessor shall pay all taxes, service charges and such other charges connected with the use of the demised premises and/or any part relating thereto as shall be imposed by the Central and Local Governments from time to time with the exception of taxes and outgoings directly connected with the Lessee.

5.2 The Lessor shall, in particular, be liable to pay Land Rent and Property Tax as shall be imposed by the Government from time to time.

5.3 The Lessee shall, in particular, be responsible for paying the Withholding Tax.

5.4 That Lessee shall not be liable for paying VAT as the Lessor is not registered for VAT.

6. PRESENTATIONS AND WARRANTIES

6.1 The Lessor hereby represents warrants and undertakes to the Lessee that the Lessor:

6.1.1 The Lessor is the legitimate and exclusive registered owner of the land pertinent to the demised premises. And that the said land is not encumbered in any manner whatsoever.

6.1.2 The Lessor has the sole right to occupy, and use the demised premises and has the right to grant to the Lessee all rights and privileges granted to the Lessee pursuant to this Agreement.

6.1.3 The Lessor has full power and authority to execute this Agreement and to perform his obligations herein stipulated.

6.2 The Lessee hereby represents warrants and undertakes to the Lessor:

6.2.1 To pay during the said term the said reserved rent and the further and additional payment hereinafter mentioned at the times and in the manner aforesaid clear of all deductions whatsoever.

6.2.2 To keep the demised premises in good and tenantable repair and should not make long term investment unless he/she has notified the lessor one months before with the concept note and pre-feasibility study.

6.2.3 To pay utility bills in respect of his enjoyment of the demised premises subject to this Agreement.

6.3 This Agreement is valid and binding on the Lessor and is enforceable against the Lessor in accordance with its terms.

6.4 The execution, delivery and performance of this Agreement by the parties hereto will not result in the breach or violation by the parties hereto of any law or regulation applicable to it or any contract or commitment by which the Lessor is bound.

6.5 As far as the Lessor is aware, there are not pending or threatened actions by any government or other authority which would adversely affect the Lessor's right in the demised premises or any of the rights of the Lessee in the Agreement.

6.6 With respect to utility connections, the Lessee accepts the demised premises on an "as is" basis.

7. TERMINATION

In the event that the Lessee concludes that due to circumstances beyond his control, it can no longer conduct business in the demised premises in a profitable manner, it shall issue a two months' Notice to the Lessor to the effect that it desires to terminate this Lease and shall, at the expiration of the Notice, hand over to the Lessor control and possession of the demised premises under the same conditions as if the term of the Lease had come to an end, and the Lessor shall not be under any obligation to refund the Lessee any rent already paid but not earned by the Lessor.

8. NOTICE

Any notice, declaration or other communication required or authorised to be given by one party under the Agreement to the other party shall be in writing and shall either be personally delivered or dispatched by registered mail courier, or by dispatch and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated on the recital. Any notice shall operate and be deemed to have been served, if personally delivered, on the next following business day, and if by courier and properly signed for, on the third following business day.

9. SEVERABILITY

If any provision of the Agreement is held to be unenforceable under any applicable law, then such provision shall be excluded from the Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and all other provisions of the Agreement shall continue to be enforceable in accordance with the governing laws.

10. GOVERNING LAW

The Agreement shall be governed by the laws of Tanzania.

11. SETTLEMENT OF DIFFERENCES

In the event there is a difference or dispute or impending dispute between the Lessor and Lessee, the affected party will informally contact the other party and seek to settle that dispute in an amicable way. In case the parties have failed to settle amongst themselves, they shall deploy the mechanism under the Arbitration Act of Tanzania. In the event this course of action does result in the settlement of the difference or dispute or impending dispute, then the affected party shall be free to litigate.

12. FAILURE TO PAY RENT

If, for any reason whatsoever, the Lessee fails to pay the annual rent as provided in this agreement for thirty days after the due date, the Lessor shall have the perfect and unfettered right to repossess the demised premises subject only to the Lessor handing over to the Lessee any movable and removable items existing on the demised premises and belonging to the Lessee.

13. RENOVATIONS

13.1 The Lessor has no objections to temporary structural changes on the demised premises which costs thereof shall be solely borne by the Lessee. The Lessor consents to the initial alterations, as per the drawing and costs supplied, by acceptance of this lease agreement.

14. MISCELLANEOUS PROVISIONS

The parties hereto agree to execute documents and perform such further acts as may be necessary to implement the terms of the Agreement.

14.1 The headings of Clauses herein employed are for convenience of reference only and shall in no way affect the meaning of the Agreement. References herein to "Clauses" are to the Clauses of the Agreement unless stated otherwise.

14.2 The Agreement may be reviewed, amended or terminated, and any of the terms hereof waived, only by a document in writing specifically referring to the Agreement and executed by the parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure or delay of either party hereto at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time. No waiver by any party hereto of a breach of any term contained in the Agreement, at any one or more instances shall be deemed or construed as a further or continuing waiver of any such breach or a waiver of a breach of any other term.

14.3 The Lessee shall not tamper or alienate any part of the Lessor's land and shall at all times keep intact the perimeter walls and the general surroundings of the demised premises in good order.

14.4 The Lessee shall not do anything that will, in any way, jeopardise the Lessor's right and title over the Land pertinent to the demised premises.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year appearing against their respective SEALS and SIGNATURES.

SEALED with the COMMON SEAL of the said **LIBILIBI INVESTMENT LIMITED** at Dar es Salaam in the presence of us this ....D/.. day of May 2025.

LESSOR
(Seal/Stamp)

Full Name:.....Feng...Li.....
Signature:.....Feng...Li.....
Postal Address:....Dar...es...Salaam
.....
Designation:.....Managerial...Director.

Full Name:...OTHMAN OMARY OTHMAN

Signature:.....

Postal Address:...25087

DAR ES SALAAM

Designation:...ADVOCATE

SEALED with the COMMON SEAL of the said **A & A GROUP LIMITED** at Dar es Salaam in the presence of us this 12 day of May, 2025.

A & A GROUP LIMITED
P. O. Box 9804
12 MAY 2025
KARIAKOO AREA
DAR ES SALAAM

LESSEE
(Seal/Stamp)

Full Name:...xilong zhang....

Signature:...xilong zhang....

Postal Address:dar es salaam

.....

Designation:..Managerial director

Full Name:...OTHMAN OMARY OTHMAN

Signature:.....

Postal Address:...25087

DAR ES SALAAM

Designation:...ADVOCATE