

**THE REGISTRATION OF DOCUMENTS ACT**

**(CAP 117)**

**LEASE AGREEMENT**

**BETWEEN**

**MATILDA JULIUS MAKUNDI (acting as the Administrator of the late Julius  
Makundi)**

**AND**

**BAGAMOYO EXPRESS GROUP LIMITED**

**THE REGISTRATION OF DOCUMENTS ACT**

**(CAP 117)**

**LEASE AGREEMENT**

This lease agreement is made on this 20<sup>th</sup> day of December 2025.

**BETWEEN**

**MATILDA JULIUS MAKUNDI** (acting as the Administrator of the late Julius Makundi) a natural person with national identification number **19700103-14111-00001-19** of Dar - es - Salaam (hereinafter called the "Landlord", which expression shall, if the context so admits) include her personal representative, heirs and assigns on the one part.

**AND**

**BAGAMOYO EXPRESS GROUP LIMITED** of P.O. Box 11858, a company duly registered under the laws of United Republic of Tanzania, with incorporation number **192735092**, having its registered office at Dar es Salaam Tanzania (hereinafter called the "**Tenant**", which expression shall, if the context so admits includes its successors and assigns) on the other part.

**WHEREAS** as follows;

- I. The Landlord duly appointed and acting as the Administrator of the estate of the late Julius Aminieli Makundi, being the lawful owner of the property and all improvements thereon, more particularly described as Title Number 46660, Plot Number 76, situated at Kibaha Industrial Area, Kibaha Township, Coast Region, Tanzania (hereinafter referred to as the 'Property)
- II. The Tenant desires to lease the Property from the Landlord for the purpose of conducting long-term industrial operations, distribution, and other related commercial activities, and the Landlord has agreed to lease the Property to the Tenant subject to the terms and conditions set forth in this Lease Agreement.

III. The Parties have agreed to the essential terms of this Lease Agreement, including but not limited to, the lease term, rent, and the respective rights and obligations of the Landlord and the Tenant as detailed herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Lease Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. INTERPRETATION**

### **1.1. Applicable Law.**

This Lease shall be construed and governed in all respects by the laws of the United Republic of Tanzania.

### **1.2. Enforceability.**

This Lease Agreement shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.

### **1.3. Severability.**

Should any term or provision of this Lease Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Lease Agreement. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

### **1.4. Headings.**

Clause headings are for reference only and shall not affect the interpretation of this Lease Agreement

### **1.5. Entire Agreement.**

This Lease Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Lease Agreement, and this Lease Agreement supersedes any and all prior oral or written

communications, proposals, representations, and agreements. It may be amended only by mutual agreement expressed in writing and signed by both Parties.

## **2. COMMENCEMENT**

2.1 This Lease Agreement takes effect on and from ..... (the "Commencement Date") and shall remain in force for a term of ten (10) years (the "Term"). Upon expiry of the initial Term, the Tenant shall have the option to renew this Lease Agreement for one or more additional terms, each of such renewal period to be agreed in writing by the Parties prior to the expiry of the then-current Term.

2.2. The Landlord shall deliver and grant possession of the Property to the Tenant upon the execution of this Lease Agreement ("Handover Date")

## **3. RENT AND PAYMENTS**

3.1. The monthly rent for the Property shall be **United States Dollars Three Thousand (USD 3,000)** for the Term of this Lease Agreement. The Tenant shall pay the Landlord an annual rent of United States Dollars Thirty-Six Thousand (USD 36,000) ("Rent"), payable in advance.

3.2. The first annual payment shall be due upon the execution of this Lease Agreement.

3.3. The Parties acknowledge that the Tenant is obligated to act as a withholding agent for the Tanzania Revenue Authority (TRA). Henceforth, the Tenant shall withhold ten percent (10%) of the Rent as a withholding tax.

3.4. The Tenant shall provide the Landlord with a copy of the official receipt or a tax payment certificate from the TRA as proof of payment of the withheld amount once paid.

3.5. The Landlord shall be solely responsible for the payment of all land rents of the Property. The Landlord shall provide the Tenant with proof of payment of these payments upon request.

## **4. RENT REVIEW AND INCREMENT**

4.1. The rent payable under this Lease Agreement shall be subject to review every three (3) years during the Term. Upon each review, the rent shall automatically

increase by three percent (3%) of the rent payable immediately preceding the relevant review date.

4.2. For the avoidance of doubt, the first rent review shall take effect upon the expiry of the third (3rd) year from the Commencement Date, with subsequent reviews taking effect upon the expiry of the sixth (6th) and ninth(9th) years of the Term. The reviewed rent shall apply for the ensuing three(3)year period unless otherwise agreed in writing by the Parties.

## **5.GRANT TO TENANT**

5.1. In consideration of the Rent the Landlord lets and the Tenant takes the Property on the terms set forth in this Lease Agreement.

5.2. The Landlord agrees that once the Tenant pays the Rent, the Tenant shall quietly hold and enjoy the Property and make use of the common parts of the Property during the Term without any interruption or disturbance by the Landlord or any person claiming under or in trust for Landlord.

5.3. The Landlord hereby grants the Tenant the right to make, construct, and modify improvements to the Property at the Tenant's sole cost and expense. Such improvements and modifications shall be for the purpose of adapting the Property for the Tenant's specific business operations, including the construction of industrial facilities. Provided that all constructions, improvements and renovations shall require the Landlord's approval.

5.4. The Landlord shall be responsible for ensuring that the Tenant has clear and unobstructed vehicular access from the public roadway to the Property throughout the entire Term of this Lease Agreement. The Landlord shall maintain all necessary access roads and easements to a standard that is safe and suitable for the Tenant's industrial and commercial activities.

## **6.COVENANTS OF THE LANDLORD**

The Landlord covenants with the Tenant as follows:

6.1. That the Landlord hereby represents and warrants to the Tenant that she has the full legal right, power, and authority to grant this Lease Agreement for the Term specified herein and to perform all of its obligations under this Lease Agreement;

6.2 That the Landlord shall pay the aforementioned taxes, rates, and assessments on the Property, except for those directly related to the Tenant's operations;

6.3. That the Landlord shall not unreasonably withhold, delay, or condition its consent to any assignment, transfer, or subletting of the Property (or any part thereof) by the Tenant, as the case may be, provided always that the Tenant shall first obtain the Landlord's prior written consent and shall comply with such reasonable requirements and furnish such information as the Landlord may reasonably require in order to consider any such request.

## **7. COVENANTS OF THE LANDLORD**

The Tenant covenants with the Landlord as follows:

7.1. The Tenant hereby covenants to pay the rent and the withholding tax to be remitted to the TRA as and when they fall due and payable under this Lease Agreement;

7.2. To comply with all laws, rules, and regulations applicable to the Tenant's operations on the Property.

7.3. Not to do, or suffer on the Property or any part thereof, any act, matter or thing whatsoever which may be or tend to be annoyance, nuisance damage or disturbance of the occupiers of any adjoining or neighboring property.

7.4. Not to use, or suffer the Property for any illegal or immoral purposes.

7.5. To yield up the Property, together with all fixtures, fittings, and any additions thereto, upon the expiration or sooner determination of the said term, in good and substantial repair and condition, in accordance with the several covenants herein contained.

## **8. IMPROVEMENT ON THE LAND**

8.1. The Parties acknowledge that there is an existing house on the Property constructed for use as servant quarters (the "Servant Quarters"). The Servant Quarters shall remain in its existing location and structural form throughout the Term of this Lease Agreement.

8.2. The Tenant shall have the right, at its own cost and expense, to carry out renovations, repairs, and internal improvements to the Servant Quarters for

functional or aesthetic purposes, provided that such works do not include demolition or structural alteration.

8.3. The Tenant shall not be required to restore the Servant Quarters to its original condition upon expiry or termination of this Lease Agreement, and any approved renovations or improvements made by the Tenant shall remain the property of the Tenant.

8.4. Any renovations shall be subject to the Tenant obtaining all necessary approvals and complying with applicable laws and regulations; however, the Landlord shall not unreasonably withhold or delay consent to such works.

## **9. NOTICES**

9.1. Any notice for the purposes of this Lease Agreement by one Party to the other shall be given in writing by personal delivery or posted mail with proper postage, to the Parties at the following addresses;

### **For the Landlord**

**P.O.Box 6954 DSM.....**

### **For the Tenant**

**P.O.Box 11858 DSM.....**

## **10. DISPUTE RESOLUTION**

10.1. If any question of difference or claim or dispute arises between the Parties hereto touching these presents or the construction thereof as to the rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be resolved mutually by the Parties themselves.

10.2. If the mutual resolution shall fail, then the matter shall be referred to a court of competent jurisdiction.

## **11. FORCE MAJEURE**

11.1. Neither Party shall be considered in breach of this Lease Agreement to the extent that performance of their respective obligations is prevented by an Event of

Force Majeure that arises after the Effective Date. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party and shall take all measures necessary to rectify the prevailing event as shall be feasible.


## **12. TERMINATION**

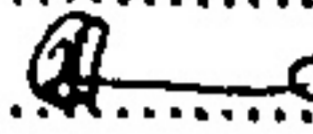
12.1. This Lease Agreement shall be non-terminable during the term by either Party. Tenant may terminate after the term by giving the Landlord not less than six (6) months' prior written notice of its intention to terminate. Upon expiry of such notice period, this Lease Agreement shall terminate. Such termination shall be without prejudice to any rights, obligations, or liabilities of either Party accrued prior to the effective date of termination.

12.2. Notwithstanding the foregoing, where the Tenant has paid rent in advance for any period extending beyond the effective date of termination, the Landlord shall refund to the Tenant any subsisting rental amount on a pro-rata basis not later than thirty (30) days prior to the expiry of the notice period, without set-off or deduction, save for any amounts lawfully due and payable by the Tenant under this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement on the date first above written.

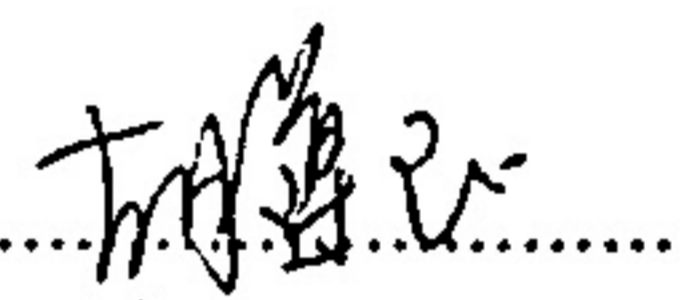
SIGNED and DELIVERED in Dar es Salaam  
by the said MATILDA JULIUS MAKUNDI  
who is known to me personally/introduced to me  
by.....  
on this 20<sup>th</sup> day of December.....2025.

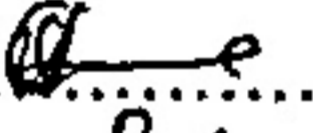
  
.....  
Landlord

BEFORE ME:  
Name: ULRIKE JACKSON SEMWENDA  
Signature:   
Postal Address: P.O. Box 61547 DCM  
Qualification: ADVOCATE



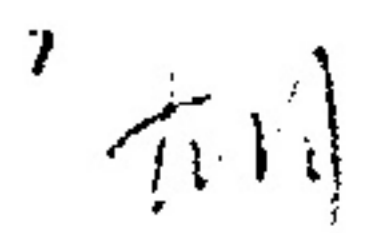
SIGNED and DELIVERED in Dar es Salaam  
on behalf of SHENGLUANG CONSTRUCTION LIMITED  
by the said HU ZUNBAO  
on this 20<sup>th</sup> day of December.....2025

  
.....  
Tenant

BEFORE ME:  
Name: ULRIKE JACKSON SEMWENDA  
Signature:   
Postal Address: P.O. Box 61547 DCM  
Qualification: ADVOCATE







SHENGLUANG CONSTRUCTION LIMITED  
(Registration Number: 191287355)

AT THE ORDINARY MEETING OF THE BOARD OF DIRECTORS OF  
SHENGLUANG CONSTRUCTION LIMITED HELD AT THE REGISTERED  
OFFICE OF THE COMPANY ON 19<sup>TH</sup> DECEMBER 2025. THE FOLLOWING  
RESOLUTIONS WAS DULY PASSED.

**PRESENT:**

CHEN PENG - CHAIRMAN  
SONG QI - COMPANY SECRETARY

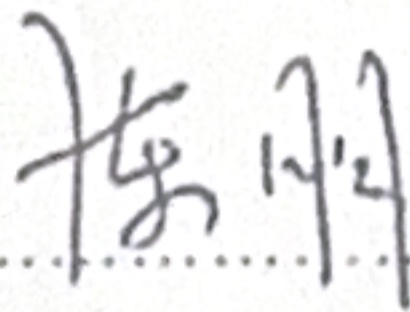
**ORDINARY RESOLUTION**

**IT IS HEREBY RESOLVED THAT:**

1. The Company hereby approves HU ZUNBAO with Passport no. EF1182398 to sign the lease agreement, in accordance with the terms and conditions mutually agreed upon.
2. HU ZUNBAO, in his capacity as the Company Representative, is hereby authorized to negotiate, sign, and execute all necessary documents relating to the Lease Agreement on behalf of the Company.

**IT IS HEREBY CERTIFIED** that the above resolutions were duly passed in accordance with and in compliance with the memorandum and articles of the Company.

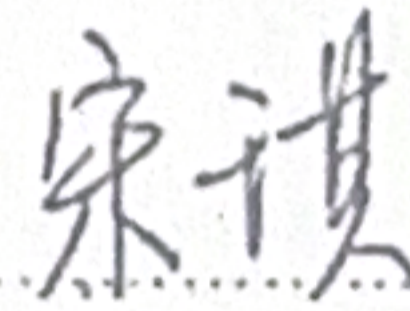
Dated at Dar es Salaam this 19<sup>th</sup> day of December 2025



Name: CHEN PENG

CHAIRMAN





NAME: SONG QI

COMPANY SECRETARY

