

THE LAND ACT,1999
AND
THE LAND REGISTRATION ACT
(CAP.334)

DATE: 05 **DAY OF** 05 **,2018**

LEASE AGREEMENT

BETWEEN

EASTERN UNION TANZANIA COMPANY LTD

AND

SHUANGXI INDUSTRIAL & COMMERCIAL LIMITED

DRAWN BY;
COMPANY SECRETARY
EASTERN UNION TANZANIA COMPANY LTD

LEASE AGREEMENT

DATED THE 5th DAY OF MAY 2018
BETWEEN

EASTERN UNION TANZANIA COMPANY LTD with Postal Office Box:7522 Dar es Salaam(hereinafter "**the Lessor**" which expression shall, where the context so permits, include their assigns and successors in title)of the one party

AND

SHUANGXI INDUSTRIAL & COMMERCIAL LIMITED with Postal Office Box:16134 Dar es Salaam(hereinafter "**the Lessee**" which expression shall, where the context so permits, include their assigns and successors in title)of the the other party
(each a "**party**" and together the "**Parties**")

RECITALS

- A. Whereas the Lessors owns an area of Land which has a title which total measurement of 1.379 hectares (3.407 ACER) total 13790sqm. With Plot NO.33, industrial area, Kibaha, Pwani.
- B. Whereas the Lessee is willing and ready to lease the said Land subject to payment of Rent as agreed herein below.
- C. Wheres the Lessors and the Lessee wish to record terms and conditions of such lease as stated herein below.

NOW BY THIS AGREEMENT IT IS AGREED AND WITNESSED

1.DEFINITION

- 1.1 "The/This Agreement" means the Lease Agreement with all referenced annexation thereto.
- 1.2 "Effective Date" means the 2st of May 2018 regardless of the signature by either party.
- 1.3 "The Land" means the price of land which contains Plot No.33.industrial area, kibaha, Pwani, all measuring a total 13790sqm.

2 AGREEMENT TO LEASE, USE AND DEVELOP

- 2.1 The Lessors hereby agrees to let th Land to the Lessee such that it can be used by Lessee for warehouse and industrial use.
- 2.2 The Lessee shall develop and or use the Land for the commercial or industrial use.
- 2.3 The Lessee shall be allowed to use the Land along with other third parties provided that the Lessee shall be responsible for all rents due to the Lessor without delay or fail.
- 2.4 The Lessee shall with the lease period carry out development among others building wall fence around the Land with a height of 3 meter.
- 2.5 The Lessee shall be allowed to demolish the warehouse in the Premise,and rebuild a

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steel structure building.5years later, Lessee shall be allowed to demolish another building ,also rebuild a steel structure house.the built house is not smaller than the previous .when the Lease Agree expired,the old build will not be recovered,and Lessee promise not to move or demolish or destory the steel structure building.

3. DURATION

- 3.1 This Agreement shall take effect on the Effective Date and shall endure for an initial period of twenty year(20),renewable subject to mutual agreement between the Parties. The initial period shall have two phases of 10 years each.
- 3.2 Notwithstanding, the Effective Date the Lessee shall have a grace period of three months which period shall be rent free.This rent free period shall be the first three months of the first year of the Lease and shall not be extended.

4. CONSIDERATION

- 4.1 The Lessee shall subject to 4.2 and 4.4 below and with a period of thirty days from the Effective Date pay to the Lessor annual rent of United States Dollars Thirty three thousand six hundred only (USD 33600),which equivalent to a monthly rent in United States Dollar two thousand and eight hundred usd only.
- 4.2 With an exception of the second year of the lease the rent stated in Paragraph 4.1 shall be paid annually in advance every year and within thirty days after Lessee has received and invoice from the Lessors.
- 4.3 The rent stated in paragraph 4.1 above shall increase by five percent after(5) After every five years an invoice everyday and within thirty days after the Lesser has received an invoice from the Lessors.
- 4.4 All parties shall abide to the tax laws and regulations as regards paying applicable taxes.

5. LESSOR COVENANTS AND WARRANTIES

- 5.1 The Lessors hereby covenants and warranties to the Lessee as follow:
- 5.1.1 The Lessor are legal owner of the Land and are consenting and agreeing to lease the Land to the Lessee for Commercial and Industrial use and shall register the lease appropriately.
- 5.1.2 The Lessor agrees that they shall assist the Lessee in the cause of developing the Land.All building permits if any shall be issued in name of the Lessors at Lessee's cost.
- 5.1.3 The Lessors shall pay all statutory property tax that falls on the Lessors in accordance with the country laws and submit relevant government receipts for the reimbursement by the Lessee.
- 5.1.4 The Lessors shall ensure that the Lessee has quit enjoyment of the Land in all period of twenty years and in the renewal thereof. The quite enjoyment shall include but not limited to right of ways, proper entrance and exit for long vehicles,demolish and rebuild building for commercial and industrial use,as the stated in paragraph 2.5 ,no interruption or interference of any kind from the Lessors or any third party.
- 5.1.5 The Lessors warrants that it shall refund the Lessee all Investment fund plus interest and damages in the event of termination of this agreement in advance for reasons other than stated in clause 8 of this Agreement.

6 LESSEE OBLIGATIONS

6.1 Lessee shall

- 6.1.1 Use and or develop the Land as appropriate for its own commercial and industrial use as may deem appropriate.
- 6.1.2 Pay all rents due to the Lessee on time and without delay or deductions except those legally allowed by laws.
- 6.1.3 Use the Land for Commercial and industrial activities as stated in clause 2 above and or sublease only with the period of lease subject consent of the Lessor which consent shall not be unreasonably withheld.
- 6.1.4 Pay for all utilities that it consumes without delay which include but not limited to electricity, water and so on.
- 6.1.5 Reimburse the Lessor statutory property tax that the Lessor would have paid on submitting relevant government receipts.

7 FORCE MAJEURE

- 7.1 Parties expressly agrees that if any time during the term of the lease for the Land or any part thereof shall be destroyed or damaged by fire(not occasioned by wilful act,negligent or default of the Lessee)or act of God or force majeure then and in any such cases and so often as the same shall happen then rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended or be negotiated during and so long as the premises hereby demised or the destroyed or damaged part shall unfit for use by reason of such destruction or damage.

8 TERMINATION

- 8.1 This Agreement shall come into termination upon occurrence of the following:
 - 8.1.1 Expiration twenty years of lease period.
 - 8.1.2 If the Lease fails to pay tent for over ninety days and after a notice of thirty days demanding payment from the Lessors.
 - 8.1.3 If the Lease issues a notice to the Lessor that due to commercial reasons it's not possible for the Lessee to keep on renting the Land and pay the requisite rent.

9. MISCELLANEOUS

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.The Parties irrevocably agree that the courts of Tanzania are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.The parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceeding have been brought in an inconvenient forum.
- 9.2 This Agreement comprises the entire agreement of the parties in relation to the subject matter thereof and no amendment thereof shall have any effect unless it's in writing and signed by or on behalf of the parties.
- 9.3 No Parties shall assign or transfer this Agreement in whole or in part or any of their respective rights or obligations hereunder, without prior written agreement of the other Party.
- 9.4 All communications between the parties shall be in English and Chinese ,both texts being equally authentic.

9.5 All notices, claims and demands in connection with this Agreement shall be in writing and shall be addressed to the recipient at the address given in this Agreement, and shall be delivered by registered mail or hand delivered with a proof of receipt.

IN WITNESS WHEREOF the Parties have respectively executed this Agreement the day and year first above written.

LESSOR:

SIGNED AND DELIVERY BY THE SAID
EASTERN UNION TANZANIA COMPANY LTD

This _____ Day of _____
2018 in my presence;
BEFORE: }



LESSOR

NAME: XIANG YUAN FU.
SIGNATURE: [Signature]
ADDRESS: _____
DESIGNATION: MANAGING ~~NA~~ DIRECTOR

EASTERN UNION TANZANIA COMPANY LTD

This _____ Day of _____
2018 in my presence;
BEFORE: }

LESSOR

NAME: FUNGHINGKEI
SIGNATURE: [Signature]
ADDRESS: _____
DESIGNATION: DIRECTOR

STAMP DUTY
Shs. 417,172.18 collected 8/5/18
Receipt No. 17893257 Dated
Regional - Manager Coast Region

LESSEE:

[Signature]
JOYCE KABULA SABASABA
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
D.S.A.
BOX 10023
D.A. 18.

SHUANGXI INDUSTRIAL & COMMERCIAL COMPANY LTD

This _____ Day of _____
2018 in my presence;
BEFORE:

LESSEE

NAME: XU ZI WEI

SIGNATURE: [Signature]

ADDRESS: P.O.BOX 16134 D.S.M

DESIGNATION: MANAGING DIRECTOR

SHUANGXI INDUSTRIAL & COMMERCIAL COMPANY LTD

This _____ Day of _____
2018 in my presence;
BEFORE:

LESSEE

NAME: XU HUO PAO

SIGNATURE: [Signature]

ADDRESS: P.O.BOX 16134 D.S.M

DESIGNATION: DIRECTOR

STAMP DUTY
Shs. 417,172.18 collected 8/5/18
Receipt No. 17893257 Dated [Signature]
Regional - Manager Coast Region

[Signature]
JOYCE KABULA SABASABA
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
P.O. BOX 10021 D.S.M.
KABULA SABASABA
5th MAR, 2018.