

**LEASE AGREEMENT**

**BETWEEN**

**JAMES DEVISON SHEMOKA**

**AND**

**XIANGSHENG BUILDING MATERIALS LIMITED**

**@2025**

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# LEASE AGREEMENT

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**THIS AGREEMENT** is made at **Dar es salaam** this..... day of December 2025

**Between**

**JAMES DEVISON SHEMOKA** of P.O.BOX 785 Kibaha Pwani, Tanzania (hereinafter referred to as the "**Landlord**", where the context so admits, includes its legal representatives, successors and assignees in title) of the One part,

**And**

**XIANGSHENG BUILDING MATERIALS LIMITED**, a limited liability company incorporated under the laws of the United Republic of Tanzania, of postal address **70018 DAR ES SALAAM**, hereinafter referred to as the "**Tenant**", which expression shall where the context admits include its successors and assigns of the other part;

**WHEREAS:**

- (a) The Lessor is the lawful owner or has lawful authority over a parcel of land measuring **Five Thousand Square Metres (5,000 SQM)** situated at **Misugusugu, Kibaha, Pwani Region** (hereinafter referred to as the "**Leased Premises**").
- (b) The said land solely for industrial purposes, including construction and operation of a building materials manufacturing industry.
- (c) The Lessor has agreed to lease the said premises to the Lessee under the terms and conditions set out in this Agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

**1. Lease**

- 1.1 The Lessor hereby leases to the Lessee 5,000 SQM of land located at Misugusugu, Kibaha, to be used strictly and solely for industrial purposes, namely the construction and operation of a building materials manufacturing industry. (hereinafter referred to as the "Premises").
- 1.2 In pursuance of this Agreement, the Landlord hereby agrees to lease, and the Tenant agrees to take on lease of the demised premise at a flat annual rent of **Tanzania Shillings Eight Million (Tshs. 8,000,000/=)** only.
- 13 The entire rent amount shall be paid **on the date of signing this Agreement** into the bank account as shall be provided by the Landlord.
- 14 The term of the lease shall commence on the -----day of December, 2025 and shall continue until the day of October, 2029, unless earlier terminated in accordance with the provisions of this Agreement.

- 15 The Premises shall be used exclusively for Industrial purposes. No any other activities shall be undertaken within the Premises without the prior written consent of the Landlord.

## 2. Tenant's Rights and Obligations

The Tenant **HEREBY COVENANTS** with the Landlord as follows: -

- 2.1. To pay the rent at the time and in the manner herein provided;
- 2.2. The Tenant shall occupy and use the demised premises strictly for residential purposes only.
- 2.3. No part of the premises shall be used for Agricultural or any other commercial activities, or any other industrial purposes without the prior written consent of the Landlord.
- 2.4. The Tenant may, with the general consent of the Landlord (not to be unreasonably withheld), carry out minor alterations, improvements, or install fixtures, fittings, or structures on the demised premises, provided that such works are consistent with future use and do not alter the character or integrity of the premises.
- 2.5. Any installation or development intended for, or resulting in, the commencement of business, commercial, or industrial activity—including but not limited to the installation of industrial machinery, commercial equipment, or plant facilities—shall strictly require the prior written consent of the Landlord, and a separate written agreement outlining the new terms, conditions, and obligations relating to such use shall be entered into between the Landlord and the Tenant before any such activity may commence.
- 2.6. The Tenant shall not sublet, assign, or part with possession of the whole or any part of the demised premises without the prior written consent of the Landlord, which shall not be unreasonably withheld.
- 2.7. The tenant shall pay for all charges in respect of consumed water, electricity, garbage disposal, and sewerage charges, (including meter rents, if any) in connection with the demised premises during the said term;
- 2.8. To allow the Landlord and/or his officers and agents at all reasonable times to enter upon the premises to inspect or carry out repairs or for other purposes in connection with the demised premises;
- 2.9. To ensure that no nuisance, illegal, immoral, or offensive activities are conducted within the Premises.
- 2.10. To comply with all applicable laws, regulations, and by-laws including but

not limited to immigration, health, sanitation, and safety laws.

### **3. Landlord's Rights and Obligations**

The Landlord **HEREBY COVENANTS** with the Tenant as follows:

- 3.1. Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the office space throughout the said term;
- 3.2. To carry out major structural repairs to the Premises during the lease period unless such damage was caused by negligence or misuse by the Tenant.
- 3.3. For the purpose of maintaining the premise, the Landlord reserves the right to enter the premises to inspect and make any necessary repairs, so long as such entry is at pre-arranged times, with the consent of the Tenant (which consent shall not be unreasonably withheld) and, at Tenant's discretion;
- 3.4. The Landlord accepts full and sole responsibility for the payment of all fees, rental taxes, rates, duties and any other levies and charges imposed by the Government, Revenue Authorities, District Council or other authority in relation to the demised premises. All expenses, if any, incurred in connection with the execution or registration of this Lease, charges, transaction taxes, stamp duties or other fiscal charges shall be paid by the Landlord.
- 3.5. If local law requires the Landlord to register this lease, he warrants that he will do so and, if so required by the Tenant in writing, he will provide the Tenant proof of registration within a reasonable time following the execution of this Lease or extensions thereof.

### **4. Termination of the lease**

#### **4.1 Termination by the landlord**

- I. **Notice of Breach**-If the Tenant is in breach of any material covenant of this Lease (including, but not limited to, non-payment of rent, damage to the Premises, or violation of use restrictions), the Landlord may terminate the Lease by giving written notice to the Tenant specifying the nature of the breach and demanding that the breach be remedied within 30 calendar days (or another period as agreed).
- II. If the Tenant fails to remedy the breach within the required period following the Notice of Breach, then the Lease shall terminate automatically at the end of that period, and the Tenant shall vacate the Premises and surrender possession to the Landlord.
- III. The Landlord may also terminate this Lease before its stated expiry upon giving **at least 60 days** written notice to the Tenant if one or more of the following occur:
  - a. The Landlord reasonably requires the Premises for personal use (such as for

immediate family occupancy)

- b. The Premises are destroyed or rendered unfit for occupancy by fire, natural causes or another casualty and cannot be restored within a reasonable period

#### 4.2 **Termination by the tenant**

- I. The Tenant may terminate this Lease prior to the expiration of the fixed term giving the Landlord written notice of intention to terminate, effective on a specific date
- II. From the date the Landlord receives the Termination Notice until the effective termination date, the Tenant remains fully liable for all rent, utilities, outgoings, and other obligations under this Lease, unless otherwise agreed in writing.
- III. The Tenant shall pay rent and all other amounts due under this Lease up to and including the date of termination.
- IV. If the Tenant has already paid rent in advance for a period extending beyond the termination date, the Landlord shall refund to the Tenant the pro rata portion of that advance rent, calculated from the day after the termination date to the end of the paid period, less any sums lawfully due (e.g. unpaid utilities, cleaning, repair costs beyond fair wear and tear)."

### **5. General Terms and Conditions**

It is hereby provided always and it is hereby expressly agreed and declared as follows:

5.1 If at any time during the term of lease for the demised premises or any

part thereof shall be destroyed or damaged by fire (not occasioned by the willful act, neglect or default of the tenant or his licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall happen the 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 during and so long as the premises hereby demised or the destroyed or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage;

5.2 Should the Tenant desire to vacate the premises during the continuation of the Lease, the Tenant shall give three months written notice signifying such intention;

5.3 If the Tenant desires of taking a lease of the premise for any further term upon the expiration of the term hereby granted, he shall be obliged to give the Landlord a three months' notice of such desire prior to the expiration of the term hereby granted;

5.4 If the tenant has reasonably performed and observed the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the Landlord may

let the demised premises to the Tenant for the further term and on such conditions as will be mutually determined by both parties.

**6. Dispute Resolution**

Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be referred to one arbitrator whose appointment will be agreed to by the parties hereto.

**7. Execution Copies**

This Lease shall be executed in duplicate; one shall be retained by the Tenant and the second by the Landlord.

In **WITNESS HEREOF** the parties hereto have executed these presents on the day and year and in the manner and on the day hereinafter appearing.

**SIGNED and DELIVERED at Dar es salaam**  
by the said **JAMES DEVISON SHEMOKA**  
who is known to me by  
the latter being known to me personally  
this 16<sup>th</sup> day of FEB 2025



**LANDLORD**

**SEALED with the COMMON SEAL of the said**  
**CHANG RAY MINING INVESTMENT LIMITED in**  
our presence this 16<sup>th</sup> Day of FEB 2025



**TENANT**

Name: LIN HANGUANG

Signature: [Handwritten Signature]

Postal Address: P.O BOX 5330

Designation: DIRECTOR

Name: LIN JUN

Signature: [Handwritten Signature]

Postal Address: PO BOX 5330

Designation: DIRECTOR

**BEFORE ME:**

Name: HERMAN PETER GERVAS

Signature: *H.P. Gervás*

Date: 16/02/2026

Qualification: **ADVOCATE**

