

LAND REGISTRATION ACT CAP 334

LEASE AGREEMENT

BETWEEN

ALPHA RAISER COMPANY LIMITED

(YANG JIYING as the legal representative of company)

AND

HUAHANG PETROLEUM Co., LIMITED

(ZHANG HUA as the representative of the Company)

This Agreement is made on this 30th day of JANUARY 2026.

BETWEEN

ALPHA RAISER COMPANY LIMITED C/O YANG JIYING, a company limited by shares and registered under the laws of Tanzania, whose registered address for the purposes herein is **P.O. BOX 79518 DSM – TANZANIA** (From now onwards be referred to as **“Lessor”** which depending on the circumstances, will include its successors and inheritors)

AND

HUAHANG PETROLEUM Co., LIMITED C/O ZHANG HUA, a company limited by shares and registered under the laws of Tanzania whose registered address for the purposes here is **P.O. BOX 55845 DSM-TANZANIA** (From now onwards referred to as **“Lessee”** which depending on the circumstances, will include its successors and inheritors).

Together Lessor and Lessee are broadly referred to as **“The Parties”** to this Agreement.

## PREAMBLE

### WHERE:

- Lessor owns a property located at PLOT NO. 958 BLOCK A KISARAWA 2 KIGAMBONI DAR ES SALAAM that can be used for factory premises and office premises **“ the Demised Premises”** and
- Lessor has agreed and hereby undertake to lease the premises for the period and upon conditions and in the manner expressed herein and;
- Lessor and Lessee are desirous of entering into this Lease Agreement (from now on referred to as **“The Agreement”**) under the terms and conditions expressed herein.

## NOW THIS AGREEMENT WITNESS AS FOLLOWS:

### 1.0 DEFINITIONS

1.1. In this the agreement unless the context otherwise provides:-

**“Agreement”** Means this Lease Agreement entered between the Parties mentioned herein;

**“Agreement Period”** Means the tenure of this Agreement which is one (13.5) monthss, renewable upon agreement by the Parties;

**“Rental Fee”** Means the rental fee payable for the Lease of the Demised Premises being tsh 2600 tzs per square meter, total 838square metres, 2,178,800 (two million one hundred and seventy eight thousand eight hundred only) Tshs per months conclusively 29,413,800 Tshs per year (twenty night million, four hundred and thirteen Thousand eight hundred Tanzanian shillings only) inclusive of VAT, Withholding Tax, payable on annual basis, at the end of each agreed fiscal year;

**“Demised Premises”** Means the property owned by the Lessor, located at PLOT NO. 958, BLOC KA KISARAWA 2 KIGAMBONI DAR ES SALAAM which includes factory premises and office premises.

**“Commencement date** Means the 30th day of January 2026.

**“Law”** Means the laws of the United Republic of Tanzania;

**“Parties”** Means the signatories to this Agreement and or their validly constituted representatives;

- 1.1 References to the singular include, when the context so admits, references to the plural and vice versa.
- 1.2 Words importing the masculine gender will include the feminine gender and vice-versa and words importing persons will include Companies.

NOW THEREFORE, This AGREEMENT witnesses as follows:

## **2.0 RENTAL FEE AND MODE OF PAYMENT**

2.1 The Lessor agrees to make available to the Lessee for exclusive use of the demised premises for a periodic tenancy of one year commencing from 30th Day of January 2026 and ending on 15th day of March 2027 at monthly rent of 2,178,800 (two million one hundred and seventy eight thousand eight hundred only) Tshs. inclusive of Withholding Tax, payable on annual basis; and 29,413,800 Tshs (twenty night million, four hundred and thirteen Thousand eight hundred Tanzanian shillings only ) at the end of each tenancy year.

2.2 The terms for the improvement will be as per clause 3.3 of this agreement.

### **Agreed Payment Schedule**

Year 1:

- **1<sup>st</sup> installment:** Tshs 29,413,800 (twenty nine million, four hundred and thirteen Thousand eight hundred Tanzanian shillings only) - inclusive, withholding tax to be paid on or before 30<sup>th</sup> day of January 2026.

### **3.0 THE PARTIES CONVENANT:**

- 3.1 That the Lessor is the rightful owner of the Demised premises and the property has no encumbrances, or is not attached to any lien, debts or mortgages.
- 3.2 That Lessor will make payments to all liabilities attached to the demised premises prior to this agreement including land rent. In the exception of the land rent payable by Lessor, the Lessee will maintain payments for the amenities being Electricity, water bills and other Governments taxes related to his business.
- 3.3 The Lessor has leased the demised premises to the Lessee for the purpose of use as office space.
  - 3.3.1 The Parties have agreed for the Lessee to undertake temporary improvements at the demised premises and total cost of the improvements shall be mutually agreed upon between the Parties and shall be seen if it is in favor of Lessor or Lessee. **As per the prospective addendum to this Lease Agreement.** Any repairs, improvement, construction of the demised premises shall be communicated to the lessor and written approval granted before the start of any work.
- 3.4 The Lessor will permit the Lessee full/exclusive use, peaceful and quiet possession and enjoyment of the demised premises during the duration of the lease.
- 3.5 That the Lessor shall hand over the demised premises to the lessee in clean, good and maintainable condition. The lessee shall further continue to maintain the immovable/fixed structures of the demised premises inclusive but not limited to walls, water systems, electricity and external environment as per handover by Lessor.
- 3.6 That the Lessee shall keep the demised premises and fixtures thereof in good and tenable condition throughout the period of lease and upon expiration of this lease shall return the premises in good and maintainable condition as it was handed over.
- 3.7 The Lessee shall not assign or sublet or part with the possession of the demised premises without the written consent of the Lessor.
- 3.8 That the lessee shall not erect any permanent structure or make alterations on the demised premises without written consent of the Lessor.

### **4.0 RENEWAL AND TERMINATION**

- 4.1 Upon determination of the lease agreement period, the parties can renew this lease on the same terms and conditions as stipulated within this agreement or terms as agreed that specific period in time. Provided that the intention to renew shall be communicated by the Lessee by a notice in writing or in any other manner one month prior to expiration of this lease.

4.2 If either party shall desire to terminate this agreement before the determination of the agreement period, they shall give the other party a three (3) month notice in writing of the intention to terminate the agreement and the agreement shall be terminated forthwith after the expiration of the notice period.

#### **5.0 FORCE MAJEURE**

5.1 Notwithstanding Clause 4.2 above either party shall not bear responsibility for non-fulfillment of obligations accepted in this agreement, in case of occurrence of force majeure circumstances.

#### **6.0 DISPUTE-SETTLEMENT CLAUSE**

6.1 Any dispute which arises between The Parties in this Agreement from or in connection to this Agreement will first be settled amicably between The Parties. If this fails, the matter in dispute should be referred to arbitration as provided for by the Arbitration Act [Cap. 15 of R.E 2002] of the laws of the United Republic of Tanzania or any other mode of arbitration as agreed by The Parties to this Agreement. The decision of the arbitrator will be final and binding upon The Parties.

#### **12.0 CORRESPONDENCE ADDRESS**

12.1 Any notice, letter or other document from either party will be deemed to have been received, delivered by hand, at the time of delivery or, if posted, at the expiration of ten (10) working days after the envelope containing the notice has been deposited in the post for such purpose, postage prepaid, or if sent by electronic mail, two days after the date of transmission;

12.2 Notice should be sent to the following addresses:

**FOR LESSOR:**  
YANG JIYING  
P.O. BOX 79518  
DAR ES SALAAM  
PHONE NO.0657668866

**FOR LESSEE:**

ZHANG HUA  
P.O.BOX 55845  
DAR ES SALAAM  
PHONE NO. 0759772666

**13.0 MISCELLANEOUS PROVISIONS**

- 13.1 All matters arising from and in connection with this Agreement must be governed by and construed in accordance with the Laws of the United Republic of Tanzania.
- 13.2 All notices, demands, statements, certificates and other related documents or communications will be in English unless agreed otherwise by both Parties to this Agreement.
- 13.3 This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or other understandings and agreements, whether oral or written, between the Parties, with respect to lease of this agreement. This Agreement can only be modified by written consent and must be signed by both Parties.

**THE PARTIES INTENDING TO BE LEGALLY BOUND** has understood and has mutually agreed to execute this AGREEMENT on the date set out above:

SIGNED and Delivered at DSM  
By the said YANG JIYING  
Who is identified to me by  
DIRECTOR  
on this 30th day of January 2026.



LESSOR

**WITNESS**

Name: ALFRED OETASIAN LYARUM

Signature: .....  
Qualification: ..... ADVOCATE  
Date: ..... 30/01/2026



Signed and Delivered at ..... DSM  
By the said ..... ZHANG HUA  
Who is identified to me by  
..... DIRECTOR  
on this 30 day of 01 2026.



LESSEE

Witness:

Name: ..... ALFRED OCTAVIAN LYARUU  
Signature: .....  
Qualification: ..... ADVOCATE  
Date: ..... 30/01/2026



STAMP DUTY  
Shs: 261,456 Collected  
Receipt No: ..... Date: 03/02/2026

.....  
Regional Manager - Kinondoni Tax Region