

IN THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT AND LAND REGISTRATION ACT
(CHAPTER 113 R.E 2019 AND CHAPTER 334 R.E 2019)

Dated this 09 day of March 2026.

LEASE AGREEMENT FOR WAREHOUSE

BETWEEN

**EFFIE INVESTMENTS COMPANY LIMITED
(LESSOR)**

AND

**SINO-TANZANIA UNITED INNOVATION POWER CO.
LIMITED
(LESSEE)**

**IN RESPECT OF: LEASE AGREEMENT ON WAREHOUSE NO. 11 MEASURING
312 SQM AT EX - PLOT NO.1010/1, BUGURUNI SUKITA, ACCESS TO
MANDELA ROAD, DAR ES SALAAM.**

This LEASE AGREEMENT is made this 09 day of March 2026.

BETWEEN

EFFIE INVESTMENTS COMPANY LIMITED, a limited liability company incorporated in the United Republic of Tanzania having its registered office in Dar es Salaam and of Post Office Box 25385, Dar es Salaam (Hereinafter referred to as "the Lessor", which expression shall include, when the context so admits its successors, transferees and assigns) of the one part;

AND

SINO-TANZANIA UNITED INNOVATION POWER CO. LIMITED, a limited liability company incorporated in the United Republic of Tanzania, of Post Office Box 342 Dar es Salaam (hereinafter referred to as "the Lessee" which expression shall include, where the context so admits, its successors, transferees and assigns) of the other part.

WHEREAS:

- A. The lessor is the legal holder of the warehouse NO. 11 with size 312 SQM on Plot NO.1010/1 Buguruni Sukita, access to Mandela Road, Dar es Salaam. (hereinafter referred as the Premises).
- B. The lessor is desirous of leasing the warehouse for a term herein below stated and the lessee is desirous of leasing the offered premise on the terms and subject of this agreement.

NOW, THEREFORE, the parties hereto hereby agree to be bound by this agreement on the terms and conditions more specifically set out hereunder:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In this agreement, unless the context otherwise requires, the following words shall have the meanings ascribed below:

- (a) "the Lessor" means **EFFIE INVESTMENTS COMPANY LIMITED**.
- (b) "the Lessee" means **SINO-TANZANIA UNITED INNOVATION POWER CO. LIMITED**.
- (c) "SQM" Square Meters
- (d) "USD" United States Dollars
- (e) "TZS" Tanzanian Shillings

(f) "The Parties" means (a) and (b) hereinabove.

1.2 Headings are included in this Agreement for convenience only and shall not be deemed to affect the interpretation of this Agreement.

2.0 RENT OF PROPERTY

2.1 The Lessor and the Lessee hereby agree and confirm that the Lessee will lease the Premises from the Lessor, subject to the terms and conditions contained in this Agreement.

2.2 It is hereby acknowledged by the Parties that all buildings and permanent structures on the Premises as well as any of the same built by the Lessee on the Premises and are left standing after the expiry of this Agreement (hereinafter referred to as "the Structures") are and shall be the property of the Lessor.

3.0 DURATION

3.1 Notwithstanding the Signature Date, this Agreement shall be for a period of 5 (five) years (hereinafter referred to as "the Initial Term") commencing on 09/03/2026 (the "Commencement Date") and terminating on 08/03/2031

3.2 Grace period of 1 months is provided stating from 09/03/2026

3.3 In the event that the Lessee intends to renew the tenure of this Agreement then the Lessee shall give the Lessor a written notice of its intention to do so at least three (3) months prior to the expiry of the Initial Term and the Agreement may be renewed upon such terms and conditions as shall be mutually agreed upon by the Parties. The Lessor shall within 1 (one) month of receipt of such notice, formally communicate to the Lessee in writing whether or not it would like to renew the Agreement upon its expiry. For avoidance of doubt the Lessor reserves the right to elect not to renew the Agreement upon the expiry of the Initial Term.

3.4 In the event the Agreement is not renewed for any reason whatsoever, the Lessee shall peacefully vacate the Premises at the end of this Agreement. The Lessee shall make good on any damages to the Structures or elsewhere on the Premises, which were there at the time of signing of this Agreement, with normal wear and tear excepted and subject to the terms of this Agreement.

4.0 RENTAL

4.1 For the first two years, the Lessee shall pay to the Lessor a monthly rental of USD 5 (United States Dollars Five) per square meter of the Warehouse (amounting to a total monthly rent of USD 1560 for the warehouse), inclusive of withholding tax while in force and exclusive VAT if applicable.

4.2 Commencing from the third (3rd) year of the Initial Term, and on each subsequent anniversary of the Commencement Date thereafter, the monthly rent shall increase by five percent (5%) per annum, compounded yearly.

4.3 A deposit of USD 1,000 is required before signing the contract, and the deposit will automatically become part of the security deposit after check-in;

4.4 The rent shall be prepaid annually throughout the term of this agreement. Prior to actual occupancy, the lessee shall pay the first-year rent, the remaining security deposit after deducting the deposit, and the service fee in full to the lessor's account. For subsequent rent and service fees, the lessee shall pay the full amount to the bank account designated by the lessor before the 15th day of the last month of each payment cycle.

4.5 In the event the rental due and payable is not paid within one month according to the terms of this Agreement, the Lessor, will have the right to impose a 10% (ten per cent) penalty of the rental due for the period in default.

4.6 Security Deposit

Before the signing of this agreement, the Lessee shall pay to the Lessor a security deposit (USD 3,120). The deposit shall be held by the Lessor as security for the due performance by the Lessee of all its obligations under this Agreement. Provided there is no outstanding breach by the Lessee, the deposit shall be refunded to the Lessee without interest within 30 days after the expiry or sooner termination of this Agreement and vacant possession of the Premises has been delivered to the Lessor.

The Lessor shall have the right to apply the Security Deposit toward any unpaid Rent, Service Charge, damages, reinstatement costs or other sums lawfully due under this Agreement. The Lessee shall replenish the Security Deposit within fourteen (14) days of written demand if any portion is applied.

4.7 All payment in relation to rent shall be paid only through Lessor's Bank Account with the following bank details which may be subject to substitution of bank account time to time as it will be communicated by lessor to that effect;

Bank Name: CRDB

Branch: Tazara

Swift Code: CORUTZTZ

Account Name: EFFIE INVESTMENTS COMPANY LIMITED

TSH Account : 01500016S7Y00

USD Account : 02500016S7Y00



4.8 SERVICE CHARGE

- 4.8.1 In addition to Rent, the Lessee shall pay a service charge of USD 0.5 per square meter per month, which shall be payable in advance together with Rent.
- 4.8.2 The Service Charge shall cover maintenance of common areas, drainage systems, access roads, perimeter fencing, shared infrastructure, estate management and external security systems.
- 4.8.3 The Lessor may review the Service Charge annually based on operational costs, provided any increase shall not exceed ten percent (10%) per annum.
- 4.8.4 The Service Charge shall be exclusive of VAT and exclusive of withholding tax.

5.0 LESSEE'S OBLIGATIONS

- 5.1 To observe all the terms and conditions of the certificate of occupancy as if the said terms and conditions were set out in this lease.
- 5.2 To use the premises for core objectives set by this agreement any other use planned by the Lessee other than those stated planned needs to be approved by the Lessor in formal correspondence form part and parcel of this agreement amongst other terms and conditions to this agreement.
- 5.3 To pay all utility bills, local government levies and service provides including but not limited to, electricity, gas and water bills consumed on the premises.
- 5.4 The lessee shall be responsible for the security of the leased premises during the lease period.
- 5.5 The Lessee shall be responsible for insurance cover and other attachment to the premise which are beneficial to the investment to secure not only investment but also the premises in totality.
- 5.6 Not to assign, sublet or part with possession of the premises or any part thereof without a written consent of the lessor duly signed by lessor's competent officials or any other person sanctioned to sign.
- 5.7 To permit the Lessor or its agents, upon giving reasonable prior notice and at all reasonable times during the day, to enter and inspect the condition of the Premises and the lessor shall be entitled to give or leave on the premises a notice in writing to the lessee of any defects and want of reparation which the lessee shall be liable to make good under the covenant herein contained.
- 5.8 Not, without the prior consent in writing of the lessor, to erect or cause to be erected on the premises any addition thereto, nor demolish, modify, cut, maim or injure any part thereof.

- 5.8.1 The lessee shall seek approval of the lessor for all drawings, plans and material to be used for any proposed renovation, addition, or improvement of the premises.
- 5.8.2 Costs for any of lessee's proposed alteration, additions or improvements to the premises and approved by the lessor's shall be borne by the lessee without refund.
- 5.8.3 Subject to the requirements of this, the Lessee shall effect necessary exterior refurbishment in the premises in order to suit its business needs but subject to the prior written consent of the Lessor that shall not be unreasonably delayed.
- 5.8.4 The lessee shall submit to the Lessor all the documents relating to the changes if any or made on the Leased premises and such documents are, new wiring system, new plumbing system, Floor plan, internal partitioning or any other changes made within. Such documents shall be submitted to the Lessor at least one month prior to the commencement of any such works.
- 5.8.5 The Lessee agrees to obtain all requisites approvals for carrying out the exterior fit outs works and ensure that health and safety measures are taken at all times.

5.9

- 5.9.1 The Lessee acknowledges that the maximum electrical power capacity available for the Premises is 50 kilowatts (kW). The Lessee shall not, at any time, exceed this power limit without the prior written consent of the Lessor.
- 5.9.2 If the Lessee requires electrical power in excess of 50 kW for its business operations, the Lessee shall submit a formal written application to the Lessor detailing the required additional capacity and the purpose for which it will be used. The Lessor may, at its sole and absolute discretion, grant or refuse such consent, and may impose such conditions as it deems fit.
- 5.9.3 The Lessee shall not, under any circumstances, tamper with, bypass, or otherwise interfere with any electrical meters, circuit breakers, transformers, or other electrical installations on the Premises for the purpose of increasing power supply. Any such unauthorized interference shall constitute a material breach of this Agreement.
- 5.9.4 The Lessee shall indemnify and hold the Lessor harmless against any loss, damage, liability, cost, or expense (including legal fees on a full indemnity basis) arising from or in connection with the Lessee's breach of its obligations under this Clause 5.9, including but not limited to damage to the electrical installation, fire, personal injury, or death caused by overloading or unauthorized modifications. Not to do or permit or cause to be done upon the premises anything which may be a nuisance or annoyance to or in any way interfere with quiet enjoyment and comfort of the neighbors or which may have a tendency to offend the rules and regulations of the City Council and other relevant laws.

5.10 To peacefully yield the premises at the expiration of the term hereby created or its sooner determination in good and tenable repair and condition in accordance with the covenants herein contained.

5.11 The lessee shall be at liberty to install fittings and appliances as the Lessee shall deem appropriate for the activities envisaged herein.

5.12 Not to leave the premises unoccupied for the purposes stated herein for a period exceeding two months whilst ensuring security and safety of the same. In the event the lessee intends to leave the premises unoccupied for a period which exceeds two weeks and does not exceed two months, the lessee shall notify the lessor in advance, but all issues of security shall remain under care of the lessee.

5.13 To notify the lessor and give particulars of:

5.13.1 Any defect in the premises which might give rise to an obligation to either the lessor or the lessee;

5.13.2 Any demand, directive or order given by any authority in respect of the premises within a maximum of three days or a reasonable shorter period thereof depending on the nature of the matter in question.

5.14 The Lessee shall at its own cost install the generator and all such equipment which are required for the operation of the business. Lessee shall be responsible to manage and service the same in a manner that will not be nuisance to the neighbors and/ or harm the premises.

5.15 The Lessee shall be criminally liable in the event of any criminal charges, investigations or arrest connected in his business pursuit during the subsistence of this lease.

6.0 LESSOR'S OBLIGATIONS

6.1 To pay and discharge land rent and property taxes in respect of the premises.

6.2 To ensure that the lessee, performing the obligations on its part herein contained, shall peacefully enjoy the premises during the said term without any interruption, let or hindrance.

6.3 The lessor shall hold free the lessee of all encumbrances and claims, if any, brought against the lessor and in favor of third parties.

6.4 To notify the lessee of any intended major change in the ownership of the premises provided that the same shall not lead to termination of the lease agreement before expiry of the lease term.

6.5 The Lessor shall permit the Lessee to commence business provided that all designs and lease use plans have been prior approved by the lessor.

7.0 FURTHER, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 7.1 This lease shall absolutely determine upon expiration of the period hereby created, whereupon the Lessee shall hand over the premises in a good tenable condition to the Lessor.
- 7.2 Subject to what provided herein above, should the lessee wish to terminate the lease for any lawful cause before the expiry of the term hereby granted, the lessee shall give a ninety (90) days' notice to the lessor, stating the reasons for the intended termination.
- 7.3 Provided that there shall be no compensation for any renovation costs incurred. Otherwise, the contract shall automatically terminate at the expiry of the lease period and in the event no renewal is made.

8.0 TERMINATION

- 8.1 In the event the Lessee breaches any of its obligations under this Agreement, the Lessor may terminate the Agreement if such breach is not remedied within: (i) 14 days for non-payment of rent, (ii) 30 days for any other material breach, following written notice from the Lessor. Nothing in this clause shall prevent the Lessor from taking immediate legal action in the event of a serious or repeated breach.
- 8.2 The Lessee shall have the right to terminate this Agreement at any time by providing vacant possession of the premises to the Lessor and paying an amount equivalent to six (6) months' rent. The termination shall be effective from the date the Lessee yields the premises to the Lessor.
- Such payment shall not relieve the Lessee from settling all outstanding Rent, Service Charge and other accrued obligations up to the date of handover.
- 8.3 Upon termination of this Agreement for any reason whatsoever, the Lessee shall have an obligation to remove all signs, fixtures, goods and assets on the premises that do not constitute fixtures on the land over which the lease is created and to make good immediately any damage caused by such removal while yielding up the premises.
- 8.4 The Lessee shall pay a sum equivalent to any loss of rent incurred by the Lessor during such period as shall have been required for the carrying out of works at the expiration or the termination of the Agreement in the event of any breach of Agreement by the Lessee in respect of maintenance and repairs herein contained.
- 8.5 To yield up at the expiration or sooner termination of the term the Premises and Structures thereof in good condition reasonable wear and tear accepted.

9.0 BREACH

9.1 The Lessor has the right to deny the Lessee access to the Premises if the Lessee does not pay rent according to this Agreement.

9.2 The Lessor has the right to move any goods and assets belonging to the Lessee out of the Premises with written notice but not requiring the Lessee's permission to do so if the Lessee is in default of its rental obligations as per this Agreement. The Lessor will not be responsible for damages of any kind to the goods and/or assets, loss of business or any other loss that may arise that the Lessee may incur during this time.

10.0 FORCE MAJEURE

10.1 Either Party shall be relieved from the performance of its obligations under this Agreement to the extent that it is prevented from performing such obligation as a result of Force Majeure. Each Party shall use their reasonable endeavours to avoid, circumvent or overcome the circumstances of Force Majeure.

10.2 For the purposes of this Agreement, Force Majeure shall mean any circumstance which was not foreseeable and beyond the reasonable control of the Party concerned resulting in that Party not being able to fulfil one or more of its obligations under this Agreement. Force Majeure shall include but not be limited to: acts of God; pandemics, governmental act (being laws, rules, regulations and orders by any government or governmental agency); riots, war, invasion, acts of a foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, social and civil unrest; earthquakes, cyclones, fires, explosions, and other natural physical disasters and extreme weather, landslides; strikes at a national or regional level or industrial dispute at a national or regional level.

10.3 The Parties further agree that where the Structures are destroyed as a result of a Force Majeure event, by a grossly negligent act or omission of the Lessee, its employees, agents or invitees, the Lessee's obligations to the Lessor with respect to such destruction shall be limited to restoration of the Premises to their state as of the Signature Date.

11.0 LIMITATION OF LIABILITY

Except as otherwise expressly stated in this Agreement, each Party shall indemnify the other against any injury, loss or damage arising out of the negligent acts or omissions of such Party, its officers, representatives, agents, contractors and or otherwise. Neither Party shall be liable to the other for any consequential or indirect damages, loss of business or otherwise sustained by the other Party as a result of the performance of this Agreement.

12.0 DISPUTES

In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 90 (ninety) days, the said dispute or difference may be referred to a court of competent jurisdiction to adjudicate over land matters in accordance with the Land Disputes Courts Act, Chapter 216, Revised Edition of 2019 of the laws of the United Republic of Tanzania.

13.0 APPLICABLE LAW

This Agreement and the relationship hereunder between the Lessor and the Lessee shall be exclusively interpreted in accordance with and governed by the laws of Tanzania.

IN WITNESS WHEREOF the parties hereunto have set their respective hands and seals to this Agreement on the day and year and the manner appearing hereunder.

SEALED with the COMMON SEAL of the said
EFFIE INVESTMENTS COMPANY LIMITED

And DELIVERED before us

This day of2026.



Name: ANDREW SUN
Signature:
Address: P. O. BOX 25385,
DAR-ES-SALAAM.
Designation: MANAGER

SEALED with the COMMON SEAL of the said
SINO-TANZANIA UNITED INNOVATION POWER CO.

LIMITED And DELIVERED before us

This day of2026.

SEAL

Name : LIXIANG ZENG
Signature : [Handwritten Signature]
Postal Address : P.O. BOX 142, DAR-ES-SALAAM
Designation : DIRECTOR

BEFORE ME:

Name : Jerome Joseph Mseawa
Signature : [Handwritten Signature]
Postal Address : 124th, DAR-ES-SALAAM.
Qualification : ADVOCATE

