



**JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA MANISPAA KIGAMBONI**



[Barua zote zipelekwe kwa Mkurugenzi wa Manispaa Kigamboni]

Simu: +255 22-2928468
Fax: +255 22-2928469
Baruapepe: info@kigamboni.go.tz
Tovuti: www.kigamboni.go.tz

S.L.P. 36009,
KIGAMBONI,
DAR ES SALAAM,
TANZANIA.

Kumb. Na.KGMC/LD/VIJ/173341/15/SJH

Tarehe:12/12/2025.

Kamishna wa Ardhi Msaidizi Kanda ya Dar es salaam,
1 Mtaa wa Ardhi,
S L P 9132,
11477 DAR ES SALAAM.

**Yah:HISTORIA YA KIWANJA NAMBA P64650 ENEO LA VIJIBWENI MANISPAA
YA KIGAMBONI.**

Tafadhali rejea somo la hapo juu.

2.Kihistoria kiwanja tajwa hapo juu kilikuwa kinamilikiwa kienyeji na ndugu **NAJMA HASSAN OMAR wa S.L.P 21827**, Dar es Salaam, ambaye alifanya upimaji ambapo upimaji ulifanyika na kukamilika na kusajiliwa kwa namba **DSMS0042612**. kisha aliwauzia Kampuni ya **JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LTD**

3.Kampuni ya **JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LTD** ya **S.L.P 7522**, Dar es salaam na baada ya kuwasilisha Memorandum and Articles of Association ilionesha kuwa Kampuni hii Wakurugenzi wake siyo raia wa Tanzania,hivyo kutakiwa kuwa na kibali cha Uwekezaji (Certificate of Incentives) ambapo waliweza kuwasilisha Certificate of Incentives chenye namba.**022472881**.

4. Kwa kuwa Wakurugenzi wa Kampuni ya **JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LTD** siyo raia wa Tanzania, Ofisi ya Mkurugenzi wa Halmashauri ya Manispaa ya Kigamboni imeandaa Land fomu namba 1 chini ya kifungu namba 20 cha Sheria ya Ardhi namba 4 ya mwaka 1999 kwa ajili ya saina yako kisha kuelekeza kwa Mkurugenzi wa Uwekezaji Tanzania(TIC) kwa ajili ya kutangaza ardhi husika kuwa ya uwekezaji.

5.Nakutakia kazi njema

Shadrack Haule,

KNY; MKURUGENZI WA MANISPAA KIGAMBONI

Nakala:

**JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LTD,
S.L.P 7522,
DAR ES SALAAM.**

SALE AGREEMENT

Regarding a sale of a surveyed landed property located at **VIJIBWENI, KIGAMBONI MUNICIPAL COUNCIL, DAR ES SALAAM, TANZANIA** with a registered **survey plan no. DSM0042612** approved on **30 July 2025** with instruction to **survey no. KGM10041232**

Drawn by: -

Freshfield advocates,
Rita Tower, 11th Floor,
Simu/Makunganya Street,
P.O. Box 10564,
Dar es Salaam
Email; godfrey@freshfield.co.tz

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SALE AGREEMENT

This Sale agreement entered this 06 day of 12, 2025

BETWEEN;

NAJMA HASSAN OMAR an individual person having a citizen identity card no. 196550212-12101-00003-15 - (Seller) of Post Office Box Number 21827, Dar es Salaam, Tanzania. (Hereinafter called "the Vendor") which expression where the content so admits includes its assigns and successors in title) of the one part.

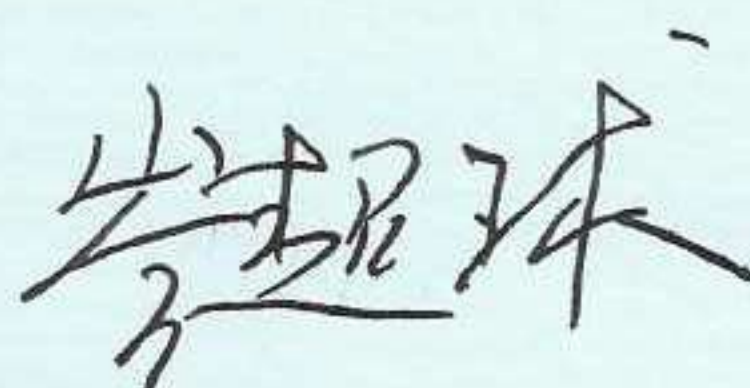
AND

JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LIMITED of Post Office Box Number 7522, Dar es Salaam, (Hereinafter called "the Purchaser"), which expression where the context so admits includes its assigns and successors in title) of the other part.

Recitals;

WHEREAS:

- A. The Vendor is a natural person having a **citizen identity card no. 196550212-12101-00003-15** - (Seller). [The Vendor shall provide a copy of the Citizen identity card and a letter from chairperson of **VIJIBWENI AREA, KIGAMBONI MUNICIPAL COUNCIL - DAR ES SALAAM - TANZANIA** introducing her as the owner of the landed property to read with this agreement].
- B. The Purchaser above is a registered company in United Republic of Tanzania and by that, virtue it acquires legal personalities to enter into this agreement. [**Certificates of incorporation of the company attached herewith to form part of this agreement**].
- C. The Vendor above named is the occupier and owner of a landed property located at **KIGAMBONI MUNICIPAL COUNCIL, DAR ES SALAAM, TANZANIA** with a registered survey plan no. **DSM0042612** approved on 30 July 2025 with instruction to survey no. **KGM10041232**. [**Copies of approval letter from the Ministry of Land, Housing Human Settlement Development dated the 30 July 2025 together with a registered survey plan no. DSM0042612 approved on 30 July 2025 with instruction to survey no: KGM10041232 attached herewith to read together with this agreement**].



- D. The Land have not yet registered with the certificate of Right of Occupancy in names of the Vendor and therefore, Purchaser is buying the landed property as ***“it is basis”*** together with all developments and attachments thereto free from any encumbrances subject to processing ownership of land in names of the Purchaser and;
- E. That the Purchaser are confident and confirm that a comprehensive due diligence has been conducted regarding ownership of the land and the VENDOR hereby warrants that the Land belongs to her as sole owner.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

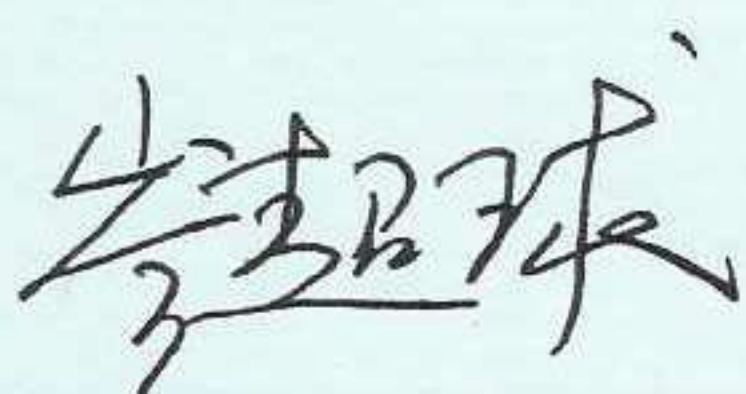
ARTICLE – 1

1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides: -

- “Agreement” means this Sale Agreement between the Vendor and the Purchasers leading to the transfer of the Property with description as attached in the Annexure 1 hereto.
- “Parties” mean the signatories to this Agreement;
- “Property” shall include anything attached permanently to the land the subject of this agreement.
- “Purchase Price” means the sum payable to the Vendors by the Purchasers;
- “USD” means United State Dollar, the currency of the United State of America.

- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.



ARTICLE – 2

2.0 LAND EARMARKED FOR SALE

- 2.1 The land is located at VIJIBWENI AREA, KIGAMBONI MUNICIPAL COUNCIL, DAR ES SALAAM, TANZANIA with a registered survey plan no. DSM0042612 approved on the 30th July, 2025 with instruction to survey no: KGM10041232;
- 2.2 The land contain COORDINATES OF BEACONS (Easting, Northings): TAREF11/ UTM 37S as hereunder: -

3ATC600: 536 137.11, 9 239 859.44
3ATC601: 536 200.60, 9 239 880.78
3ATC602: 536 279.69, 9 239 827.25
3ATC603: 536 293.50, 9 239 828.95
3ATC604: 536 280.96, 9 239 770.48
3ATC605: 536 278.40, 9 239 767.16
3ATC606: 536 248.12, 9 239 745.93
3ATC607: 536 247.59, 9 239 748.28
3ATC608: 536 178.97, 9 239 726.67
3ATC609: 536 170.52, 9 239 727.90
3ATC610: 536 137.23, 9 239 740.34
3ATC611: 536 136.28, 9 239 757.04
3ATC612: 536 123.64, 9 239 760.62
3ATC613: 536 098.53, 9 239 768.42
3ATC614: 536 108.59, 9 239 783.37
NP1: 536 205.70, 9 239 730.98
NP2: 536 205.74, 9 239 727.66
NP3: 536 141.39, 9 239 737.88
NP4: 536 141.57, 9 239 738.86
NP5: 536 124.02, 9 239 763.17

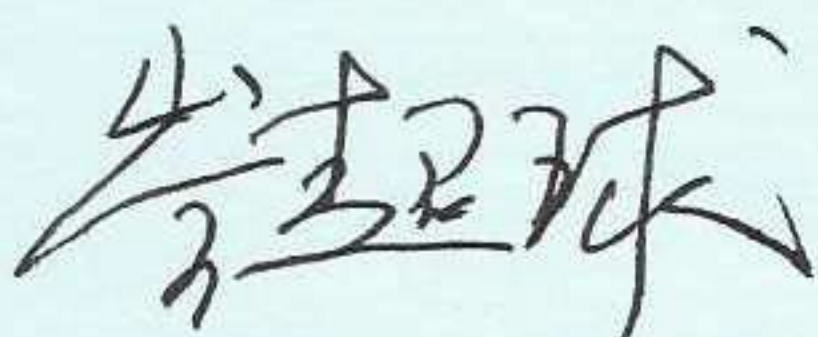
COORDINATES OF IPC (Easting, Northings): TAREF11 / UTM 37S

- 2.3 A registered survey plan no. DSM0042612 approved on 30 July 2025 with instruction to survey no. KGM10041232 attached shall read together with this agreement.
- 2.4 The land has been designed for Service Industrial.

ARTICLE – 3

3.0 CONSIDERATION AND MODE OF PAYMENT:

- 3.1 The Vendor is selling the landed property at a price of sum of **USD 620,000.00 (United State Dollar Six Hundred and Twenty Thousand Only)**. (Hereinafter called the Purchase Price.



3.2 Purchasers shall be paid into two instalments as described hereunder: -

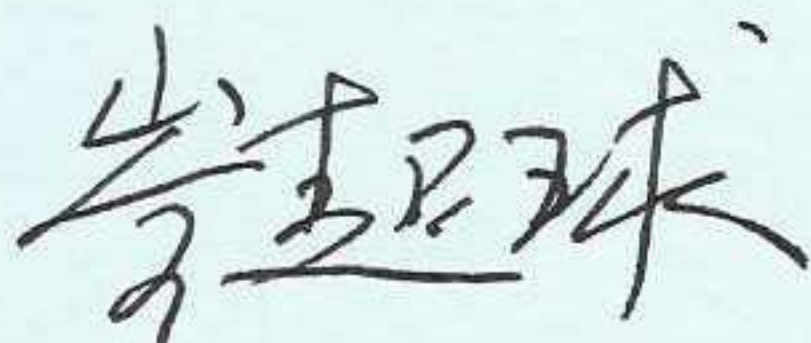
- 3.2.1 That within five (5) working days from the date of signing this agreement, the Purchaser shall pay the Vendor a 40% of the Purchase Price into the bank account of the Vendor mentioned on this agreement and;
- 3.2.2 That the remaining balance of 60% shall be paid upon the Buyer acquire a certificate of Right of Occupancy and obtain a Lease Hold from Tanzania Investment Center in exchange thereof.
- 3.2.3 That for purpose of this agreement the account which shall be authenticated by the VENDOR to receive purchase price shall be **account no. 0152443943500 – CRDB Bank Tanzania Limited** in names of the Vendor and;
- 3.2.4 Once money are deposited in, **account no. 0152443943500 – CRDB Bank Tanzania Limited** it shall be an irrevocable proof that the VENDOR has receive the payment and the signing of this agreement is an approval by the Vendor that, the account is genuine and owned by herself.

ARTICLE – 4

4.0 THE VENDOR WARRANTS THAT:

4.1 The Vendor hereby warrants to the Purchasers as follows: -

- 4.1.1 The landed property in **VIJIBWENI AREA, KIGAMBONI MUNICIPAL COUNCIL, DAR ES SALAAM in TANZANIA** with a registered **survey plan no. DSM0042612 approved on 30 July 2025** with instruction to survey no. KGM10041232 is free from encumbrances.
- 4.1.2 The Vendor shall provide a spouse consent consideration form signed by a spouse to adhere with the requirement of land act Cap 113 R: E 2023, which requires spouses to sign a consent when another spouse sale a landed property.
- 4.1.3 The Vendor shall provide National Citizen Identity Card certified copy to read with this agreement.
- 4.1.4 The Vendor shall provide to the Purchaser a letter from the Chairperson **VIJIBWENI AREA, KIGAMBONI MUNICIPAL COUNCIL, DAR ES SALAAM in TANZANIA** introducing her as owner of the landed property.
- 4.1.5 That soon after signing this agreement and upon payment of 40% advance money of the sale price, the Vendor by signing this agreement hereby allow Purchaser to commence application of Title Deed in names of Purchaser.

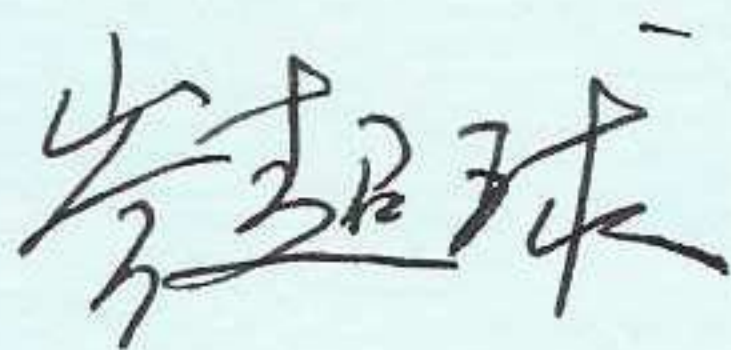


- 4.1.6 In processing TITLE DEED, the vendor shall surrender to Purchaser all previous documents/contract or letters giving ownership of the land prior to read with this sale agreement and for the Purchaser to use use them during acquiring of Title Deed in names of Purchaser.
- 4.1.7 Soon after signing this agreement and upon receipt of 40% advance payment of the sale price, the Vendor shall sign a handover form granting full access to the Buyer pending obtaining a Title Deed and Lease Hold and final payment of 60% of the purchase price.
- 4.1.8 The vendors further warrants that, they shall appear on call for clarification or answering question in the case Government authorities shall inquire their availability and access to give explanation.

ARTICLE 5

5.0 THE VENDOR AND PURCHASERS COVENANTS:

- 5.1.1 This Sale Agreement constitutes the entire agreement between the parties herein. No Agreement varying, adding to, deleting from or canceling this agreement shall be effective unless parties reduce to writing and sign thereto all the changes and amendments.
- 5.1.2 That the Purchaser shall be liable for all costs of acquiring a certificate of occupancy including:
- 5.1.3 Costs and legal fees for preparation of sale agreement and other necessary forms.
- 5.1.4 Costs for submission of documents at land office in Temeke Municipal for approval and payment of necessary generated fees.
- 5.1.5 Costs for submission of documents at the office of commissioner for land – Dodoma and payment of necessary generated fees.
- 5.1.6 Costs for submission of documents at the Ministry of Land Dar es Salaam and acquiring a Lease Hold at the Tanzania Investment Center shall be borne by the Purchaser.
- 5.1.7 Payment of necessary Government Fees (specifically STAMP DUTY if applicable) and other generated bill in connection of obtaining a certificate).
- 5.1.8 Whereas, the VENDOR shall be liable to pay her own personal income tax liabilities connected to her Tax Identification Numbers. *(If any applicable).*



- 5.1.9 That upon signing of this agreement and upon a reflect of payment of 40% of the purchase price the Vendor shall allow the Buyer to apply for certificate of TITLE DEED and thereafter a lease hold from relevant authorities of the Government of United Republic of Tanzania through its agents and;
- 5.1.10 That it is agreed by parties that the duration for processing and obtaining TITLE DEED and LEASE HOLD from relevant authorities shall be three 3 months of calendar days from the date of signing this agreement.
- 5.1.11 That the Vendor by signing this contract will be duty bound to sign handover note in exchange of final payment to allow the Purchaser to take occupation of the landed property soon after getting a Certificate of Right of Occupancy and a leasehold from Tanzania Investment Centre (TIC).
- 5.1.12 Parties agree further that if the process shall exceed 30 days because of negligence caused by the Buyer on processing the title, the Buyer shall be responsible to make an addition of 5% of the sale price as penalty because of the delay due to negligence.
- 5.1.13 Parties agree further that, the appointed agents shall be responsible to share, weekly tracker on the ongoing process.
- 5.1.14 And in case a part to this agreement produce a notice or other communication or statement provided for by this Agreement shall be in writing and;
- 5.1.15 That a notice communication shall be sufficiently communicated if addressed to the part and delivered physically by a proper acknowledgement receipt on dispatch or sent by registered post to the above address or email or whatsapp numbers mentioned herein for purpose of communication.

ARTICLE 6:

6.0 Termination Clause:

6.1 That this contract may terminate in the following action:-

- 6.1.1 In case of ACT OF GOD during the processing of Title Deed and Lease Hold. In this case, the VENDOR shall indemnify the BUYER all the money paid in 100% without a single discount. The act of GOD shall not operate after the Title Deed and Leasehold has been obtained.
- 6.1.2 In case of a breach by the VENDOR. In this case, if the Vendor breaches the terms and condition of the contract herein shall be obliged to refund and indemnify the Buyer the money (Purchase Price) advanced to her together with a penalty of 5% of the purchase price

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- 6.1.3 In case of a breach by the BUYER. In case the Buyer default and breach the terms and condition of this agreement, the BUYER shall be penalized 5% of the Purchase Price, which will be retained by the VENDOR, and the remaining 95% shall be returned to the BUYER as a refund money.
- 6.1.4 In case the Government refuse to grant approval, in this case the VENDOR shall indemnify the BUYER the entire purchase price paid in advance.

ARTICLE 7:

7.0 ADDRESS AND COMMUNICATION OF PARTIES:

7.1 For purpose of this agreement the following shall be address and contact of the parties as hereunder:

7.1.1 VENDOR

Name: Najma Hassan Omar
Postal Address: Box No. 21827 - Dar es Salaam
Email address: NIL
Whatsup No. +255 776 224 384

7.1.2 PURCHASER

Name: Cen Chaoqiu
Postal Address: Box No. 7522 – Dar es Salaam
Email address: 18677000707@163.com
Whatsup No. +255 762 795 555

ARTICLE 8:

8.0 LAW APPLICABLE & DISPUTE RESOLUTION:

8.1 This Contract shall be governed and interpreted by the laws of United Republic of Tanzania.

8.2 Any dispute arising from or in connection with this Agreement shall settle amicably between the Parties and if amicable ways fail, the matter will be transferred to the Court of Law with competent jurisdiction to adjudicate on the dispute.

9.0 ARTICLE 9

9.1 MISCELLANEOUS PROVISIONS

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- 9.1.1 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 9.1.2 All or, any written notice shall be presumed has been received by the other part once is sent to one or all address and/or communication mentioned on Clause 7 above.

IN WITNESS HEREOF, the parties hereto have duly executed these presents in the manner and on the day and year hereinafter appearing.

SIGNED and DELIVERED at DAR ES SALAAM
 by the said NAJMA HASSAN OMAR who is
 known to me personally/identified to me
 by _____
 the later known to me personally
 this 06 day of 12, 2025

NAJMA HASSAN OMAR

VENDOR



BEFORE ME:

NAME: GODFREY MACHINDA

SIGNATURE: *[Signature]*

ADDRESS: Box 10564 DS

TITLE: ADVOCATE



SEALED with the COMMON SEAL of the said
 JIAHE WAREHOUSE AND LOGISTICS
 TANZANIA CO. LIMITED at
DSM in the presence of us this
06 day of 12,
 2025.

Purchaser/Seal



Handwritten signature in Chinese characters: 李超球

Names:

Cen Chao Qiu

Designation:

DIRECTOR

Address:

Post Office Box Number 7522, Dar es Salaam

Tanzania

Signature:

岑超球



Names:

Designation:

Witness

Address:

Post Office Box Number

Tanzania

Signature:

岑超球

Control No:

998421799630



TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

Commissioner for Domestic Revenue Department Order Form for Electronic Funds Transfer to Bank of Tanzania

Name of Account Holder(s): MOHAMED SALEH ABRI
Bank Account Number: 002100014860001
Name of Commercial Bank: AMANA BANK LTD
Mobile Phone: 0784777577

Please transfer from my/our account the amount of TZS 15,000,000.00
Amount in Words: Fifteen Million Only

Value Date: 28/01/2026
To: Commissioner for Domestic Revenue Department
Tanzania Revenue Authority
Bank of Tanzania

Account Number: 9921134701
SWIFT Code: TANZTZX

Details of Payment (field 70 of MT103): 998421799630

Taxpayer TIN: 101316157

Taxpayer Name: MOHAMED SALEH ABRI

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Withholding Tax - Rental (Land and Building)_Corporate Non Resident	13448591	11122118	15,000,000.00

Signature Date...../...../20.....
Signature..... Date...../...../20.....

Bank use only
Reference number

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.





CERTIFICATE/REMITTANCE SLIP IN RESPECT OF WITHHOLDING TAX ON

Withholding Tax - Rental (Land and Building)_Corporate Non Resident

Name of TAXPAYER/WITHHOLDER: MOHAMED SALEH ABRI

TIN: 101316157

Name of WITHHOLDEE: JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LIMITED

TIN: 175871675

I hereby certify that, we have this date of 04/02/2026

deducted prior in favour of the Commissioner for Domestic Revenue Department/Large Taxpayer Department withholding tax from the above named person as follows:

Gross Amount Paid/Payable (VAT Exclusive) **150,000,000.00** TZS

Tax withheld at **10%** 15,000,000.00 TZS

further certify that the above Tax has been REMITTED in TRA's Commissioner for Domestic Revenue/Commissioner for Large Taxpayers Bank Account.

Tax was withheld from the following Invoice(s):

<u>Invoice No.</u>	Gross Amount (VAT Exclusive)
15	150,000,000.00
	<hr style="width: 100%; border: 1px solid black;"/>
	150,000,000.00

Control No:

9984125563084



TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue

TAX PAYMENT SLIP

Name of Account Holder(s): N/A
 Bank Account Number: N/A
 Name of Commercial Bank: N/A
 Mobile Phone: 0784777577

Please transfer from my/our account the amount of TZS 1,500,000.00

Amount in Words: One Million Five Hundred Thousand Only

Value Date: 27/01/2026 00:00:00
 To: Commissioner for Domestic Revenue
 Tanzania Revenue Authority
 CRDB BANK LTD

Details of Payment: 9984125563084
 TIN: 175871675

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LIMITED

D11414102A1500000Y2026

Signature Date...../...../20.....

Signature..... Date...../...../20.....

Bank use only
Reference number

[Empty box for reference number]

Note to Commercial Bank:

Please capture the above information correctly.





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

DATED 15 DAY OF OCTOBER 2025

LEASE AGREEMENT

BETWEEN

MOHAMED SALEH ABRI

AND

JIJIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LIMITED

Drawn jointly by the Landlord and the Tenant.



LEASE AGREEMENT

Dated the 15 day of October 2025



BETWEEN

MOHAMED SALEH ABRI of Post Office Box 1073, **DAR ES SALAAM** (hereafter "**the Landlord**" which expression shall, where the context so permits, include their assigns and successors in title), of the First Part;

AND

JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LIMITED with Postal Office Box 7522, Dar es Salaam (hereinafter "**the Tenant**" which expression shall, where the context so permits, include their assigns and successors in title) of the Third Part.

(each a "**Party**" and together the "**Parties**")

RECITALS

- A. WHEREAS** the Landlord owns an area of land with a total measurement of 27,261 sqm Plot no. P52246 and P52247, Block --, Registration plan no. DSM50034616, Title no. DSMT1070412 within Vijibweni, Kigamboni Municipality, Dar es Salaam city.
- B. WHEREAS** the Tenant is willing and ready to lease and develop said the Land for a period of twenty years (20) subject to payment of rent as agreed herein below.
- C. WHEREAS** the Landlord and the Tenant wish to record terms and conditions of such lease as stated herein below.

NOW BY THIS AGREEMENT IT IS AGREED AND WITNESSED as follows:

1. DEFINITIONS

- 1.1** "**The/This Agreement**" means the Lease Agreement with all referenced annexure thereto.
- 1.2** "**Effective Date**" means the commencement date this Agreement which shall be 01st February 2026.

1.3 "**The Land**" means the piece of land with a total measurement of 27,261 sqm Plot no. P52246 and P52247, Block --, Registration plan no. DSM50034616, Title no. DSMT1070412 within Vijibweni, Kigamboni Municipality, Dar es Salaam city.

1.4 "**Grace period**" means the period from 15th October 2025 to 31st January 2026.

1.5 "**Lease period**" means the rental term for the period of twenty (20) years.

2. AGREEMENT TO LEASE AND DEVELOP

2.1 The Landlord hereby agrees to let the Land to the Tenant such that it can be used by Tenant for commercial activities including but not limited to bonded warehouse.

2.2 The Tenant may, at their own cost, within the lease period, develop the leased premises by constructing temporary and/or permanent structures including, but not limited to, concrete surfacing, office buildings, warehouses, or any other improvements.

3. DURATION

3.1 This Agreement shall take effect on the Effective Date and shall endure for an initial lease period, renewable subject to mutual agreement between the Parties.

3.2 Notwithstanding the Effective Date the Tenant shall have a grace period which period shall be rent free. The Tenant shall use the grace period to develop the land as it may deem fit.

4. CONSIDERATION

4.1 The lease period shall commence on 01 February 2026 and ending on 31 December 2045, divided into four (4) consecutive phases of five (5) years each. The Tenant agrees to pay the Landlord rental fees subject to withholding taxes in accordance with the following schedules:

4.1.1 Phase I (Years 1–5) commencing on 01st February 2026 and ending on 31st December 2030:

- a) USD 5,000 per month for the first three (3) years; and
- b) USD 8,000 per month for the remaining two (2) years

4.1.2 Phase II (Years 6–10) commencing on 1st January 2031 and ending on 31st December 2035 shall be USD 11,000 per month.

4.1.3 Phase III (Years 11–15) commencing on 1st January 2036 and ending on 31st December 2040 shall be USD 13,000 per month.

4.1.4 Phase IV (Years 16–20) commencing on 1st January 2041 and ending on 31st December 2045 shall be USD 15,000 per month.

4.2 All payment shall be paid in TZS in equivalent to the current exchange rate on the date of payment.

4.3 The Landlord agrees that, they shall assist the Tenant in obtaining all relevant permits that may be required by the Tenant in the cause of developing the Land. All building permits if any shall be issued in the name of the Landlord at Tenant's costs.

4.4 Rent is due annually in advance; if the lease starts mid-month, a pro-rated amount for that month will be charged. The Tenant shall withhold relevant taxes and remit it to Tanzania Revenue Authority and submit proof to the Landlord. Provided that the Tenant shall be subjected to pay Stamp duty and VAT, whereas the Landlord is subjected to pay Withholding Tax and Land rent to the respective Authorities.

4.5 In consideration that the Tenant has developed the land, the Landlord shall pay all statutory property tax in accordance with the country laws and submit relevant government receipts for the reimbursement by the Tenant.

4.6 Save for what is stated in this Agreement, parties shall abide to the tax laws and regulations as regards paying applicable taxes.

4.7 The Landlord agree that the rent stated above shall be paid into the Bank account number as provided by the Landlord from time to time which bear the name of the Landlord.

5. LANDLORD COVENANTS AND WARRANTIES

5.1 The Landlord hereby covenants and warranties to the Tenant as follows:

5.1.1 The Landlord are the legal owner of the Land and are consenting and agreeing to lease the Land to the Tenant for commercial use as stated in clause 2.1 of this Agreement.

5.1.2 The Landlord agrees that they shall assist the Tenant in obtaining all relevant permits that may be required by the Tenant in the cause of developing the Land. All building permits if any shall be issued in name of the Landlord at the Tenant's costs.

5.1.3 The Landlord shall, where required by the law, undertake to register this lease agreement with the relevant land registration office at the Ministry of Land and Human Settlement.

5.1.4 The Landlord shall ensure that, the Tenant has quiet enjoyment of the Land in all lease period and in the renewal thereof. The quiet enjoyment shall include but not limited to right of ways, proper entrance and exit for long vehicles, no interruption or interference of any kind from the Landlord or any third party.

5.1.5 The Landlord warrants that it shall refund the Tenant all investment fund plus interest and damages in the event of termination of this agreement for reasons other than stated in this Agreement.

5.1.6 The Landlord warrants that the leased Land under this Agreement is not subject to any mortgage, charge, pledge or any encumbrance and shall not during the lease tenure mortgage, charge, pledge or subject the land to any encumbrance.

6. TENANT OBLIGATIONS

6.1 Tenant shall:

6.1.1 Use and or develop the Land as appropriate for its own commercial use as may deem appropriate.

6.1.2 Without prejudice to clause 4.1 of this agreement, pay all rents due on time and without delay or deductions except those legally allowed by tax laws.

6.1.3 Use the Land for commercial activities as stated in clause 2.1 above and or may sublease as deem appropriate only within the duration of the lease.

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 Landlord statutory property tax that the Landlord would have paid on submitting relevant government receipts.

6.1.6 The tenant warrants that, no claim for damages shall lay on landlord, in the event of termination of this agreement for reasons other than stated in this agreement.

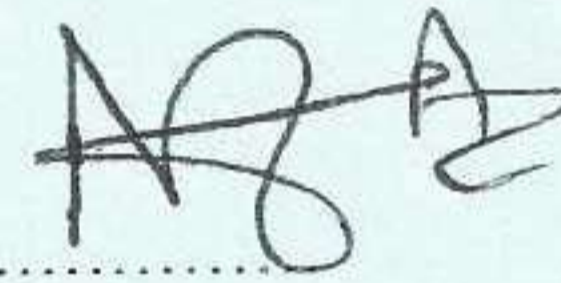
7. FORCE MAJEURE

9.5 All communications between the parties shall be in English and if, for any reason, this Agreement is required to be translated into any other language, the English language version shall prevail.

9.6 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.

SIGNED and DELIVERED by the said **MOHAMED SALEH ABRI** who is known to me personally, or identified to me by
the latter known to me personally
on this 15 day of October 2025



LANDLORD

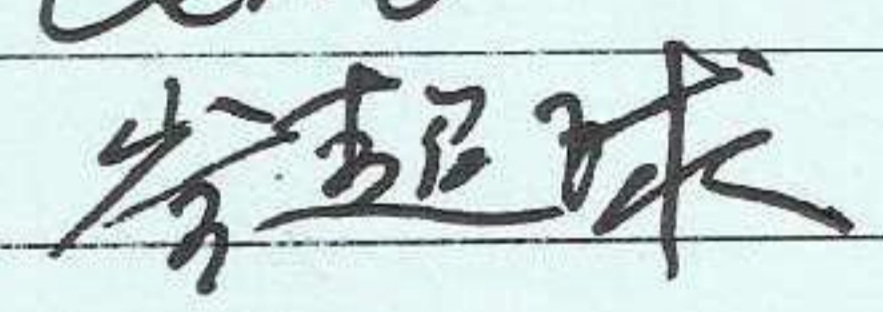
BEFORE ME:

Signature 
Name **SAUKO PILULA TIMOTH**
Address **70 DAR ES SALAAM**




Designation: **ADVOCATE, NOTARY AND COMMISSIONER FOR OATHS**


SIGNED and DELIVERED by the said **JIAHE WAREHOUSE AND LOGISTICS TANZANIA CO. LIMITED**
in presence of us
this 15 day of October 2025

Names **Cen Chaoqiu**
Signature 
Address: _____
Designation: _____



Names **Zhangyue, Xu**
Signature 
Address: _____
Designation: _____

BEFORE ME:

Signature 
Name **SAUKO PILULA TIMOTH**
Address **70 DAR ES SALAAM**



Designation: **ADVOCATE, NOTARY AND COMMISSIONER FOR OATHS**

TIN NO: 175-871-675

WHT : 15,000,000/-

SD : 1500,000/-

TEL NO 0784 777577

STAMP DUTY

Shs: 1,500,000/- Collected

Receipt No: 9984125563084 Date: 29/11/2026

Regional Manager - Ilala Tax Region