

THE REGISTRATION OF DOCUMENTS ACT CAP 117

THE LAND ACT NO. 4 OF 1999

LEASE AGREEMENT

BETWEEN

MAC GROUP LIMITED

AND

HAOMAI INVESTMENT COMPANY LIMITED

IN RESPECT OF SML COMPLEX LOCATED AT
PLOT NUMBER 14, PUGU ROAD, DAR ES SALAAM

THE LAND REGISTRATION ACT (CHAPTER 334) THE LAND ACT, 1999(NO. 4 OF 1999)

LEASE AGREEMENT

THIS LEASE is made as of 1st March 2021

BETWEEN:

MAC GROUP LIMITED, a private company incorporated with limited liability in the United Republic of Tanzania and having its registered office situated at Dar es Salaam for the purposes hereof of Post Office Box Number 2552, Dar es Salaam (hereinafter called the "**Landlord**" which expression shall, where the context so requires, include the Landlord's successors in title and assigns); and

HAOMAI INVESTMENT COMPANY LIMITED, private company incorporated with limited liability in the United Republic of Tanzania of Post Office Number P.O.Box 75966, Dar Es Salaam (hereinafter called the "**Tenant**" which expression shall, where the context so requires, include the Tenant's successors in title and assigns).

WHEREAS:

The **Landlord** is the registered proprietor of ALL THAT buildings, improvements and erections (hereinafter called the "**Building**") erected on the land known as Plot Number 14, Pugu Road, Dar es Salaam (hereinafter called the "**Property**").

The **Landlord** is desirous of letting part of the Property of 2000 square metres, together with the fixtures and improvements erected thereon (hereinafter referred to as the "**Leased Premises**") to the Tenant and the Tenant is desirous of leasing the Leased Premises from the Landlord for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

The Landlord and the Tenant are both termed as "Parties".

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. TERM AND RENT

1.1 This Lease is for the term of three(3) years starting from 1st April, 2021 to 31st March 2024 (hereinafter the "**Term**") yielding and paying therefore during the Term the following rents.

1.2 Rent shall be USD 3.5 per square meter which shall total to a monthly rent of USD 7,000 (United States Dollars Seven Thousand only).

Account Name:	Mac Group Limited
Account Number:	133432100026 (USD) 133432100019 (TZS)
Bank:	NCBA Bank Tanzania Limited

- 1.3 For the first year, rent will be paid three (3) months in advance, and the second year rent will be paid twelve (12) months in advance: plus Value added Tax which is 18% as per the present law, plus any applicable taxes extra at actual, which may be statute as of date or come in force/effect during the tenancy of the agreement.
- 1.4 First year rent will be paid before 15th March 2021.
- 1.5 Stamp duty payable by the tenant.
- 1.6 Based on mutual agreement, rent will be increased to a maximum of 5% for the new lease period.
- 1.7 Tenant is free to arrange its own security personnel in the premises for 24 hours at its own cost.
- 1.8 That the TENANT shall pay the LANDLORD, as a security deposit, an equivalent of rent {i.e. Seven Thousand Dollars (USD 7,000)}, which shall be held by the LANDLORD for the entire period of this lease or its extension thereto; and whereas the TENANT returns the Property after the end of the Contract period in a manner which is satisfactory to the LANDLORD on the terms stipulated in this lease, the whole amount of the interest free security deposit shall be refunded to the TENANT without any conditions attached; and whereas the cost of restoring the property in a condition stipulated in this lease is more than the security deposit made thereto, the TENANT shall refund the LANDLORD all the additional costs incurred.
- 1.9 If the TENANT or the LANDLORD shall desire to terminate the lease, either party shall give each other three (3) months written notice and the TENANT shall at the expiration of the said notice deliver vacant possession of the Premises to the LANDLORD.
- 1.10 Any notice under this Lease shall be in written and sufficiently served; either by delivering it to either party personally or by post.
- 1.11 Non payment of rent on a timely basis will be treated as the will and desire of the Tenant to peace fully vacate the premises and irrevocably agree to allow the landlord to put his security guard and lock the premises without any notice.
- 1.12 The Tenant will at its own cost remove all the goods or any belonging being left out after the expiry of the lease terms or handing/taking over of the possession of the premises. The Landlord shall in no case be responsible for the safety of the goods after the expiry of the goods.
- 1.13 The Landlord has the right to appoint a debt collector, general auctioneers, court broker & commission agency on default in the payment of rent. The agent will act as authorized representative of the Landlord and is empowered to take all possible legal recourse to recover the dues along with their commission from the Tenant or auction proceeds.

- 1.12 Non payment of rent on a timely basis will be treated as the will and desire of the TENANT to peace fully vacate the premises and irrevocably agree to allow the LANDLORD to put his security guard and lock the premises without any notice.
- 1.13 The TENANT will at its own cost remove all the goods or any belonging being left out after the expiry of the lease terms or handing/taking over of the possession of the premises. The LANDLORD shall in no case be responsible for the safety of the goods after the expiry of the lease period.
- 1.14 The LANDLORD has the right to appoint a debt collector, general auctioneers, court broker & commission agency on default in the payment of rent. The agent will act as authorized representative of the LANDLORD and is empowered to take all possible legal recourse to recover the dues along with their commission from the TENANT or auction proceeds.

2. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:

- 2.1 To use the said premises in a peaceful manner and abiding to all the statutory applicable rules and regulation pertaining to state, local government or city council, or any other bodies/regulators like Tanzania Food and Drug Association, Tanzania Bureau of Standard, Occupational Safety and Health Authority, Fire and Rescue Force or local Municipal council. Any Violation of civil or criminal in nature arising out of the act of the TENANT shall be the sole responsibility of the TENANT.
- 2.2 To pay the rents hereby reserved by way of bank transfer, cheque or cash (or by such other mode of payment nominated by the LANDLORD) to the account of the LANDLORD on due date as mentioned, above clear of all taxes and deductions.
- 2.3 NOT to hold responsible the LANDLORD for any loss to either property or goods stored in the warehouse for any reason or cause like fire, theft, earthquake, floods or riots. TENANT will procure their own Insurance Cover to cover such mishaps.
- 2.4 To be responsible for and to indemnify the LANDLORD against all damages occasioned to the demised premises or any part thereof caused by any act or default or negligence of the TENANT or agents of the TENANT.
- 2.5 To keep the interior of the demised premises and appurtenances thereof in good condition throughout the term fairs wear and tear excluded. The interior of the demised premises is to include all ceilings, floors, doors, and doorframes, windows, window frames and Window glass;
- 2.6 To take good care of the premises and surroundings, comply with all laws, and government regulations applicable to the Leased Premises.

- 2.7 The TENANT is hereby not permitted to share or sub-let a part or portion or whole of the demised premises prior to written consent and agreement by the LANDLORD to any of their group companies and in doing so, the responsibility of every & all obligations including the payments are solely on the TENANT.
- 2.8 Not to make any alterations or additions whatsoever to the Leased Premises or any part thereof without prior written consent of the LANDLORD.
- 2.9 To permit the LANDLORD or its agent or agents at any time during the three (3) months immediately preceding the termination of the Term of this Lease to enter upon the Leased Premises and to affix and retain without interference upon any part of the Leased Premises a notice for re-letting the same and to permit all persons authorised by the LANDLORD or its agent or agents to view the Leased Premises at reasonable hours in the daytime without interruption.
- 2.10 Not to store or bring upon the demised or building any articles of combustible, inflammable or dangerous nature or to use any part of the building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the building or of any neighbouring property.
- 2.11 To use and occupy the demised premises for office, industrial and factory use only.
- 2.12 Not to display any advertisements on the outside of the property or which are visible from outside the property unless the LANDLORD consents (and the LANDLORD is not entitled to withhold that consent unreasonably).

3. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:

That the TENANT paying the Rent herein reserved and observing and performing the covenants on the part of the TENANT herein contained shall and may subject to the provisions of this Lease peaceably and quietly hold and enjoy the Leased Premises for the Term hereby granted without any interruption by the LANDLORD or any person lawfully claiming under or in trust for the LANDLORD.

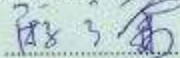
4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** as follows:

- 4.1 If during the said Lease Period any instalment of the rent shall be in arrears and remain unpaid for fourteen (14) days from the day it become payable, whether or not formally demanded, or if there shall be breach of any of the covenants conferred or implied in this lease, or if the lessee becomes insolvent, it shall be lawful for the lessor to enter into and


IN WITNESS WHEREOF the parties hereto have executed this Agreement on the manner and in the date hereinabove appearing:

TENANT
SEALED with the Common Seal of
HAOMAI INVESTMENT COMPANY LIMITED

HAOMAI INVESTMENT COMPANY LIMITED
P. O. Box 75966
DAR ES SALAAM

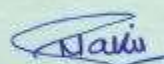
Signature: 
Full Name: ZONG JIN YOU
Designation: Director - HAOMAI INVESTMENT CO LTD

STAMP DUTY
Shs. 1,965,600/-
Receipt No. 918412280075
Dated 18/3/2021
Regional Manager Kibondoa Tax Region


Signature: 
Full Name: SHENG ZHANG
Designation: MANAGER - HAOMAI INVESTMENT CO LTD

LANDLORD
SEALED with the common seal of
MAC GROUP LIMITED

MAC GROUP LIMITED
P.O. Box 2552
DAR ES SALAAM

Signature: 
Full Name: MOHAMEDBAKIR I. ABULKARIM
Designation: DIRECTOR - ACCOUNTS AND FINANCE

Receipt No. _____
Manager Kibondoa T...

Signature: 
Full Name: NEEMA VIGOR
Designation: ASST. EXECUTIVE COMPLIANCE & LIAISON

WHT 4914,000
SD 11968,600
Total 6882,600

BEFORE ME
SELEMANI NASSORO FUNGO
POBOX 77418 DSM
ADVOCATE
18TH MARCH 2021

SELEMANI NASSORO FUNGO
Advocate,
Notary Public
&
Commissioner
For Oaths
P.O. Box 77418, DAR ES SALAAM