

Dated as of the 1<sup>st</sup> day of January .2025

**TIANTANG GROUP TANZANIA LTD.**

(Lessor)

And

**BEST WISH LIMITED**

(Lessee)

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LEASE

In respect of the ware house located o Plot Numbers 23&25 KILIWA KISEMVULE,  
**MKURANGA COAST REGION** each comprising an area of One thousand five hundred fifty  
(1550M<sup>2</sup>) meters.

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DRAWN BY:

THE LAND REGISTRATION ACT

(CHAPTER 334)

THE LAND ACT, 1999

(NO. 4 OF 1999)

LEASE

THIS LEASE IS made as of the day of 2025

**BETWEEN:**

TIAN TANG GROUP TANZANIA LIMITED, a private company incorporated with limited liability in the United Republic of Tanzania and having its registered office situated at MKURANGA for the purposes hereof of Post Office Box Number 11989, Dar-Es-Salaam include the Lessor's successors in title and assigns); and

BEST WISH LIMITED, a private company incorporated with limited liability in the United Republic of Tanzania and having its registered office situate at MKURANGA (hereinafter called the "Lessee" which expression shall, where the context so requires, include the Lessee's successors in title and assigns).

**WHEREAS:**

The Lessor is the registered proprietor of one (1) warehouse premises more particularly detailed on the plan annexed known as Plot Numbers 23&25 KILIWA Street (hereinafter called the ("Property").

The Lessor is desirous of letting the Warehouses Godown No.6 each comprising an area of hundred and square meters 1550M<sup>2</sup> as demarcated in red on the plan annexed hereto together with the fixtures and improvements erected thereon (hereinafter referred to as the ("Leased Premises")) to the Lessee and the Lessee is desirous of leasing the conditions and provisions herein set forth .

Now it is hereby agreed and declared as follows:

Term, rent and service charges

This Lease is for the term of one (1) years from 1<sup>st</sup> Feb 2025 (hereinafter the "Term") during the Term the monthly rent of United States Dollars One per square meter (\$1.00/SQM) as total of (\$1.00\*1550) One Thousand Five Hundreds Fifty per Month (\$1550)(hereinafter the "Rent") such Rent payable by the Lessee to the Lessor (12)months in advance

The Rent is exclusive of any value added tax or similar tax charged or chargeable in respect thereof and subject to the statutory withholding tax applicable at prevailing rates. Each party shall bear the taxes payable by each party as prescribed.

Either party hereto may terminate the Lease hereby created by giving the other party ninety (90) day notice in writing of its intention to terminate the Lease. In the event that the Lessee wishes to terminate this Lease prior to the end of the Term, the Lessee shall not be entitled to any refund of any advance rent paid by the Lessee.

The lessee hereby covenants with the lessor as follows:

To pay the Rent hereby reserved by cheque (or by such other mode of payment nominated by the Lessor) to the account of the Lessor notified by the Lessor to the Lessee free and clear of all taxes and deductions (save for statutory withholding and value added tax) whatsoever and free from exchange or commission which shall be for the account of Lessee:

To promptly pay to the relevant provider all charges when they become due for payment, the costs of installing and connecting telephones, facsimile and other telecommunications equipment, and electricity supplied in respect of the Leased Premises Provided that in the event that the Lessee shall not make such payments the Lessee shall be entitled (but not bound) to make such payments on behalf of the Lessee and the amounts paid by the Lessor shall be a debt due from the Lessee to the Lessor and shall be added to the rent hereby reserved and shall be recoverable as rent for the purposes of clause 4(a);

To ensure that at all times the Lessee's use of electric current on the Leased Premises shall never exceed the capacity of the existing feeders to the Leased Premises or of the risers or wiring installations installed in the Leased Premises;

Not to make any alterations or additions to the electrical equipment or appliances installed in the Leased Premises (even if the said equipment or appliances have been installed by the Lessee) without the prior written consent of the Lessor;

To keep the Leased Premises including all buildings, doors, windows, floors, ceilings, glass, fanlights, sanitary and water apparatus, fittings and surrounding areas clean and in good and tenantable repair order and condition;

To make good any damage caused to the Leased Premises by the moving by the Lessee the Lessee's servants employees agents or others of any furniture, goods or other articles into or out of the Leased Premises or to any fixtures or equipment therein by the Lessee, the Lessee's

servants employees agents visitors or licensees installing or removing any fittings or resulting from fire explosion air conditioning or electrical short circuits floor leakage of water or steam or by bursting or leaking or pipes or plumbing works or from any other cause of any other kind or nature whatsoever as a result of the carelessness omission neglect improper or negligent conduct or misconduct of the Lessee the Lessee's servants employees agents visitors or licensees;

To take good care of the premises and surroundings, comply with all laws, and government regulations applicable to the Leased Premises, indemnify and save harmless the Lessor from and against any and all liability arising from injury during the said Term to a person or property, occasioned wholly or in part any act of omission the of the Lessee or of the guest, servants and at the end of the Term or sooner termination of the Term to quit and surrender the Leased Premises with all the said fixtures and fittings in as good order or condition as there were at the beginning of the Term;

To permit the Lessor and its agents and all other persons authorized by the Lessor with or without workmen and others and with all necessary tools appliances and apparatus at any time with or without notice to enter upon the Leased Premises in the case of fire or to repair electric services or for the purpose of examining the condition thereof or doing such repairs alterations additions improvements renewals or other things as may be required to either the Leased Premises pursuant to the covenants and agreements by the Lessor in that Lessor in that behalf herein contained the Lessor causing as little inconvenience as necessary provided always that the Rent hereby reserved shall not be in any way abated while such repairs alterations additions improvements and renewals or other things as aforesaid are being done nor shall the Lessor be liable to the Lessee in any way for loss or interruption of business of the Lessee arising there from or otherwise howsoever;

Before the expiration of one calendar month's notice in that behalf given by the Lessor to carry out any repairs for which the Lessee is liable under the Lessee's covenants and agreements herein contained to carry out the same in accordance with such notice and to the satisfaction of the Lessor provided that if the Lessee shall fail to carry out such work within such time as aforesaid then the Lessor may thereupon cause the same to be done and recover the cost thereof from the Lessee but without prejudice to the Lessor's right of re-entry herein contained;

Not to use the Leased Premises or any part thereof for any purpose other than as warehouses or industrial production and not to use the same for any other purpose or for any residential or illegal purpose, and it is hereby agreed and declared that upon any breach by the Lessee of the Terms of this sub-clause 2(j) the Lessor may thereupon at any time re-enter upon the Leased Premises and if the Lessor shall do so the Term hereby created shall determine absolutely;

To use the Leased Premises in a lawful and orderly manner and nothing shall be done or omitted or permitted contrary to any law or regulations for the time being in force relating to the use of the premises of a like nature and not to do or permit or suffer to be done anything whereby any

rules or regulations of the local authority for the time being in force applicable to the Leased Premises for the purpose aforesaid may be withdrawn and in the event of the Lessor being made liable for any breach thereon attributable to any act or default of the Lessee the Lessee shall indemnify the Lessor against all and every fine penalty damage and costs incurred or paid or suffered by the Lessor in consequence of Such breach;

To supply a copy to the Lessor of any notice or direction or license or consent or permission relating to the Leased Premises within seven (7) days of the receipt thereof by the Lessee,

To comply forthwith in all respects with the provisions of every enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted and every instrument regulation and by-law and every notice order or direction and every license consent or permission made or given there under) so far as the same shall effect the Leased Premise and to in and to indemnify the Lessor in respect of all such matters as aforesaid;

To perform and observe and also procure the performance and observance by the Lessee's servant's agent licensees and invitees of the rules and regulations (if any) as the Lessor may make from time to time for the management of the Leased Premises. The Lessee shall accept as final and binding the decision of the Lessor upon any matter arising out of such rules and regulations;

To perform and observe all covenants agreements conditions restrictions stipulations and provisions contained in instrument under which the Property is held and not at any time to do or permit or suffer anything whereby the title to the Property may be avoided or forfeited and at all times keep indemnified the Lessor and its estates and effects from and against all actions proceedings costs damages claims and liabilities incurred by the Lessor for or in respect of the said covenants agreements conditions restrictions stipulations and provisions;

Not to permit or suffer to be done in or upon the Leased Premises or any part thereof anything which would or might be or become or cause a nuisance annoyance inconvenience or disturbance to any person whatsoever and pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying such nuisance;

Not to paint affix or exhibit any name or writing or any signboard placard or advertisement on the Leased Premises or the exterior of the Building save with the consent of the Lessor in writing.

To install in the Leased Premises only such fixtures and fittings and of such quality as shall be approved by the Lessor;

Not to drive any nails screws bolts or wedges in the floors walls or ceilings of the Leased Premises not to cut maim or injure any walls or timbers or any ceilings;

Not to make any alterations or additions whatsoever to the Leased Premises or any part thereof except with the previous consent in writing of the Lessor;

Not to bring into or do or permit upon the Leased Premises anything which may invalidate any insurance of the Leased Premises or render any additional premium payable there under and in case of any additional premium becoming payable the amount thereof shall be paid by the Lessee to the Lessor on demand.

Not to permit or suffer to be done anything whereby any insurance of the Leased Premises against loss or damage by fire may become void or voidable or whereby the rate of premium for such insurance may be increased and without prejudice to the generality of the forgoing not to store nor to permit or suffer to be stored upon the Leased Premises any inflammable materials other than such as may be permitted by the by-laws of the appropriate Municipal authority and the insurers of the Lessor and to repay to the Lessor all sums paid by way of additional or increased premiums and expenses incurred by the Lessor in or about such insurance or the renewal thereof rendered necessary by a breach of this covenant and in the event of any insurance moneys being withheld or wholly or partially irrecoverable by reason of any breach of this covenant to indemnify the Lessor in respect of the cost of rebuilding or reinstating or reinstating the Leased Premises.

To without the previous written consent of the Lessor to introduce or permit to be introduced into any part of the Leased Premises any furniture machinery or other equipment or articles likely to overload the floors of the Leased Premises beyond the margin of safety from time to time prescribed by the Lessor's architect (to be ascertained by the Lessee from such architect) and to indemnify the lessor against all loss and damage sustained by the Lessor arising out of a breach of this sub-clause. All mechanical equipment shall be shall fastened so as to absorb and prevent vibration noise and annoyance.

To indemnify the Lessor against all actions claims and demands arising or resulting from exceeding at any time the maximum floor stress of the Leased Premises.,

To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of every breach of non observance of the lessee's covenants herein contained and to indemnify the Lessor's estates and effects from and against all actions claims liabilities costs and expenses thereby arising.

Immediately before the determination of the Term (whenever determined) well and sufficiently to clean off if necessary and paint with as many coats of plastic emulsion or other paint and in such manner quality and style and of such color as the Lessor may determine all the inside parts of the Leased Premises previously or usually painted and at the same time to wash distemper (with plastic distemper if the Lessor so requires) or whitewash all such parts of the interior of the Leased Premises Previously or usually washed distempered or whitewashed and to clean off varnish and polish all polished wood (if any) in a proper and workmanlike manner.

To permit the Lessor 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 party of the Leased Premises a notice for re-letting the same and to permit all persons authorized by the Lessor or its agent or agents to view the Leased Premises at reasonable hours in the daytime without interruption and if during the last month of the term of this Lease the Lessee shall have removed all or substantially all of the Lessee's property from the Leased Premises the Lessor may re-enter the Leased Premises without being liable to make any abatement in the rent hereby reserved and without incurring any liability to the Lessee for any compensation and any such acts of the Lessor shall have no effect upon this Lease.

To yield up at the expiration or sooner termination of the Term hereby granted the Leased Premises to the Lessor together with the fixtures and fittings thereto in such good and tenantable repair and condition as shall be in strict accordance with the Lessee's covenants and agreements herein contained with all locks keys and fastenings complete, the Lessee's obligation to perform and observe such covenants and agreements shall survive the expiration or sooner termination of the term hereby granted. If the last day of the said Term shall fall on a Sunday or Public Holiday then this Lease shall expire on the business day immediately preceding. The Lessor's right to vacant possession on the expiry or sooner determination of this Lease shall be deemed to be the essence of the contract between the parties hereto; and

Not to allow permit or suffer the Rent or any part thereof to fall in arrears for more than seven (7) days next after any of the days where on the same ought to be paid as aforesaid whether the same shall have been demanded or not and not commit any breach non-performance or non-observance of any of the covenants agreements conditions restrictions stipulations and provisions herein contained and not (if the Lessee is a company) to permit or suffer or allow itself to be taken into or enter into liquidation whether compulsory or voluntary (except a voluntary liquidation for the purpose of solvent reconstruction) or receivership of (if the lessee is an unincorporated person or persons) to allow permit or suffer himself or themselves to become bankrupt and in both cases not to enter into any arrangement with or for the benefit of the Lessee's creditors by composition or otherwise or suffer any distress or execution to be levied upon the goods of the Lessee.

**THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:**

That the Lessee paying the Rent herein reserved and observing and performing the covenants on the part of the lessee 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 Lessor or any person lawfully claiming under or in trust for the Lessor.

**PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-**

If

The Lessee fails to pay the Rent or any part thereof within seven (7) days from the due date of payment of the same or fails to pay or discharge any other obligation and liability payable or to be discharge by the Lessee; or

The Lessee breaches or fails to comply perform or observe any of the covenants agreements conditions and undertakings contained herein and to be complied performed and observed by the Lessee; or

The Lessee, without the Lessor's consent ceases to occupy the Leased premises for more than twenty one (21) consecutive days; or

Proceedings are taken for winding up the Lessee; or

An encumbrance takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or any part of the property assets or revenues of the Lessee; or

Any judgment or order is made against the Lessee and is not complied with within seven(7) days or if any execution distress sequestration or other process is levied and enforced upon or sued out against any part of the property assets or revenues of the Lessee or;

If the Lessee stops payment or agrees to declare a moratorium or becomes or is deemed to be unable to pay its debts as and when they fall due or if a notice is issued convening a meeting of the creditors of the Lessee or if the Lessee proposes or enters into any composition or arrangement with its creditors generally or any class of its creditor, or

Any material part of property assets or revenues of the Lessee is sold or disposed of or threatened to be sold or disposed of whether in a single transaction or a number of transactions or is nationalized compulsorily acquired seized or appropriated; or

Any licence authorization consent or registration at any time necessary or desirable to enable the Lessee to comply with its obligations hereunder should be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect,

Then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again repossess and enjoy as in its former estate and thereupon the term of this Leas shall absolutely determine anything herein contained to the contrary anyway notwithstanding but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants undertakings and agreements by the Lessee herein contained;

If the lessee shall make default in paying any sum required to be paid pursuant hereto such sum shall be recoverable (whether formally demanded or not) as if rent in area and the power of the Lessor to distrain upon the Leased Premises for rent in area including any such sum as aforesaid shall extend to and include any tenant's fixtures and fittings not otherwise distrainable by law which may from time to time be thereon.

If the Leased Premises are so damaged or destroyed by fire as to be unfit for occupation or use in whole or in part and the insurance in respect thereof has not become vitiated by any act or omission of the Lessee then the rent hereby reserved or a proper proportion thereof according to the extent of the damage shall have been reinstated cease to accrue but the Lessee shall not have any right to terminate this Lease or to claim that this Lease be or is void;

The Lessor shall not be liable for any loss damage or injury to the Lessee the family employees servants agents visitors or licensees of or the property of the Lessee or of any such persons caused by:

Any defects in the Leased Premises or in the electric wiring or the insulation thereof or in the gas pipes or steam pipes or from broken stairs or from the bursting leaking or the running over of any tank tube washstand cistern closet waste pipes drain or any other pipe or tank in upon or about the Leased Premises nor from the escape of steam or hot water from any boiler or radiator;

Any defective or negligent work construction or the lighting or equipment or other parts of the structure of the Leased Premises;

Any lack or shortage of electricity water or drainage;

Any act of default (negligence or otherwise) of any servant of any servant of the Lessor employed in any capacity whatsoever or of the Lessor's agents or licensees;

Any burglary theft or office break in; or

Any fire explosion falling plaster steam rain or leaks from any part of the Leased Premises or from the pipes appliances or plumbing works or from the roofs or from any other place or by dampness howsoever caused and occurring;

The Lessee shall indemnify the Lessor agents have made no representations or promises with respect to the Leased Premises save and except as herein expressly set forth. The taking possession of that the Lessee accepts the same as they area and that the Leased Premises all fixtures fittings and all equipment and apparatus therein were in a good and satisfactory condition at the time such possession was taken;

Each and every one of the Lessee's covenants here in contained shall remain in full force both at law and in equity;

No provision in this Lease shall be waived or varied by either party hereto except by agreement in writing which agreement shall be prepared and if the case so requires be duly registered at the sole cost and expense of the Lessee, and

The failure of the lessor to seek redress for any breach of or to insist up on the strict compliance of any of the terms and conditions of this Lease shall not impair any right power or remedy occurring to the Lessor or be construed as a waiver thereof. The rights and remedies provided by the law or otherwise. The receipt by the Lessor of any rent with knowledge of any breach of covenant shall not be deemed to be a waiver of such breach.

At the option of the Lessor all improvement made by the Lessee to the Leased Premises when made, at once deem to be attached to the Leased Premises and become a part thereof and at the end of the expiration of the Term, shall be surrendered to the Lessor in good order and condition as they were when installed, reasonable wear and tear expected.

All stamp duties and registration fees and surveyors' fees (if any) in connection with the preparation and completion of this lease and two counterparts thereof shall be paid by the Lessee.

All notices required under this Lease shall be in writing and shall in the case of notices to the Lessee be sufficiently served if addressed to the Lessee and delivered to the Leased Premises or forwarded to the Lessee by registered post at the address stated herein and in the case of notices to the Lessor be sufficiently served if forwarded to the Lessor by registered post at the address stated herein and so that any notice so posted shall be deemed to have been served within five (5) days following the date of position.

In the event of the Lessee wishing to obtain a further lease of the Leased Premises (or any part thereof) it may give written notice to the Lessor of its intention of not less than three (3) months prior to the expiry of the term

hereby created and if there is at that date no material breach of the covenants and agreements herein contained and on the part of the Lessee to be performed and observed, then the Lessor shall at or before the expiry of the said term at the request and the cost of the Lessee grant to the Lessee a lease of the Leased Premises for a further one (1) year term to commence at the expiry of the term hereby created and subject to the like covenants agreements conditions restrictions stipulations and provisions herein contained or implied except this present provision for renewal and at rent to be agreed between the Lessor and the Lessee.

All rents and other sums payable hereunder should be deemed to be exclusive of any value added tax or similar tax charged or chargeable in respect thereof and in the event that any competent taxing authority shall require that value added tax be levied on rental payments and any other sums payable hereunder the Lessee shall in addition pay amounts equal to the value added tax then levied. In addition, all payments due to be made by the Lessee hereunder shall be made free and clear of and without deduction for or on account of any present or future taxes. If at any time, whether now or in the future, any applicable law regulation or regulatory requirement or any competent taxing authority requires the Lessee to make any deduction or withholding in respect of taxes from any payment due under this Lease for the account of the Lessor the sum due from the Lessee in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lessor receives a net sum equal to the sum which the Lessor would have received had no such deduction or withholding been required to be made and the Lessee shall indemnify the Lessor against any losses or costs incurred by the Lessor by reason of any failure of the Lessee to make any such deduction or withholding .

In this Lease, unless the context otherwise requires, references to:

- (a) Word denoting the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine gender and neuter and vice versa;
- (b) Sub- clauses and clauses shall be construed as references to sub-clauses and clauses of this Lease;
- (c) The expression "person" shall include any legal or natural person, partnership trust company joint venture government or any agency thereof local authority department or other body (whether corporate or incorporate)
- (d) Any statute or any provision of any statute shall be deemed to refer to any statutory modification or re-enactment thereof and to any statutory instrument order or regulation made there under or under any such re-enactment;
- (e) The word "tax" shall be construed so as to include any tax, levy, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any delay in paying any of the same) and "taxation" shall be construed accordingly and the expression "competent taxing authority" means, in respect of any state or administrative division thereof, any governmental or local authority, monetary agency or central bank having power to collect or levy taxes.
- (f) Costs, chargers, expenses or remuneration shall be deemed to include, in addition, references to any value added tax or similar tax charged or chargeable in respect thereof;
- (g) Indemnifying any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance; and
- (h) The expression "month" means a calendar month.

The Lessee hereby accepts this Lease subject to the conditions restrictions and stipulations above set forth or referred to.

This Lease shall be governed by the and construed in accordance with the laws of the united Republic of Tanzania.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed this day of Jan 2nd, 2025

THE LESSOR:

SEALED with the Common Seal of TIAN TANG GROUP TANZANIA LIMITED

And delivered in the presence of us this day of 2025

Full name: BIN LI  
Signature: [Handwritten Signature]  
Address: Plot Numbers 23 & 25 KIZIMBAZI DAR ES SALAAM  
Designation: \_\_\_\_\_



THE LESSEE:

SEALED with the Common Seal of BEST WISH LIMITED

And delivered in the presence of us this day of 2025

Full name: WANG CHAO  
Signature: [Handwritten Signature]  
Address: \_\_\_\_\_  
Designation: \_\_\_\_\_

