

LEASE AGREEMENT

THIS AGREEMENT is made today 26th day of October, 2023.

BETWEEN

SURPASS INTERNATIONAL INVESTMENT P.O. Box 14836 Dar es salaam (herein referred as "THE LESSOR") which expansion shall where the context includes his successors and assignees of one part.

AND

MAXWEZA TANZANIA LIMITED P.O. Box 14836 Dar es salaam (therein referred as "THE LESSEE") of the other part.

WHEREAS the LESSOR is the owner of **GODOWN LOCATED AT MKURANGA OF THE SQUIRE MRTRE 1350** and has exclusive right to ownership and control of the said business premises (herein referred as "THE DEMISED PREMISES")

NOW THIS DEED WITNESS AS FOLLOWS:-

1. The LESSOR HERBY DEMISES unto the LESSEE the dismissed premises to hold the name unto the lessee for term of six months commencing from 26th October, 2023 and shall be paid in three (3) years and expiring in 26th October, 2026
2. The rent payment payable shall be **Tanzanian Shillings two millions (2,000,000), only** per month from the day of 26th October, 2023 to the day of 26th October, 2026
3. The lessee is subject to renewal after the expiry of the term herby granted provided that the LESSEE has given notice to the LESSOR in writing within ninety days prior to expiry of the term of the Lessee indicating his interest of renewal. Should the parties decide to renew th3e lease terms and conditions of renewal shall be negotiated by both parties.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-

- (i) To pay the reserved rent at the time and the manner aforesaid.
- (ii) To use the demised premises exclusively for the commercial purposes and return the same to the LESSOR in a good condition and tenable repair at the expiry of the LESEE.
- (iii) To keep the demised premises in a good and tenable repair and a clean tidy safe and sanitary condition at all times, and making all minor defects.
- (iv) To inform the LESSOR of any damage or results to the demised premises as soon as much the damages or results occur.
- (v) To permit by appointment the LESSOR of his agent at all reasonable times to enter upon the demised premises for the purpose of viewing and inspecting the condition thereof and to carry out repairs.

- (vi) Not to assign, part possession with or sublet the demised premises or any part thereof without the consent of the LESSOR. Such consent may be withheld by the LESSOR without giving any reason whatsoever.
- (vii) To pay his use of electricity, water and sewage disposal.
- (viii) If there a telephone installed in the dismissed premises to pay for its use.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- (i) On receipt of the sum of **Tanzanian shillings Twenty four millions (24,000,000)** VAT inclusively only being the rent for one (1) year payable under the LEASE, to deliver the dismissed premises to the LESSEE.
- (ii) To carry out all major repair of the demised premises excluding defects caused by the LESSEE.
- (iii) The LESSOR further covenants with the LESSEE after the rent is paid, that the lessee shall be peaceful hold and enjoy the premises during the said term of the lease without any interruption or harassment by the LESSOR or his agent or assignees.

PROVIDED ALWAYS AND IT HEREBY DECLARED: -

- (i) That the lease becomes valid upon monthly payment.
- (ii) That if the LESSEE shall at any time omit to perform or observe any stipulation of his part heron contained, and then the LESSOR may at any time thereafter take lawful measure to terminate the lease hereby created.
- (iii) The damage caused to the LESSEE or his agent by action of third parties shall not be the responsibility of the LESSOR.

IN WITNESS WHEREOF the parties hereto have executed this present having read and understood the sane in manner and on the day and year hereinafter appearing.

SIGNED and DELIVERD by the said
SURPASS INTERNATIONAL INVESTMENT
 who is known to me Personally _____

} _____
 LESSOR

_____ This 26th day of October, year 2023

Name: **SHAOQING YAO**

Signature: _____

Qualification: Director

BEFORE ME

Name: Paul Joseph Mbuya
 Signature: _____

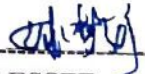
Postal address: 11963, Dar es Salaam

Qualification: Advocate



SIGNED and DELIVERED by the said
MAXWEZA TANZANIA LIMITED
who is identified to me

By _____ latter being known
To me personally in my presence
This 26th day of October, year 2023

}

LESSEE.

Name: **MENG TING YAO**

Signature: 

Qualification: Director

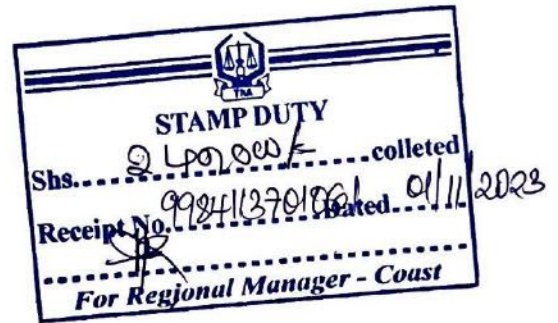
BEFORE ME

Name: Paul Joseph Mbuya

Signature: 

Postal address: 11963 Dar es Salaam

Qualification: Advocate



Control No:

9984113701061



TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

Tax Payment Slip

Name of Account Holder(s): N/A
 Bank Account Number: N/A
 Name of Commercial Bank: N/A
 Mobile Phone: 0779255555

Please transfer from my/our account the amount of TZS 2,640,000.00

Amount in Words: Two Million Six Hundred Fourty Thousand Only

Value Date: 01/11/2023

To: N/A

Tanzania Revenue Authority

Account Number: N/A

SWIFT Code: N/A

Control Number: 9984113701061

Taxpayer TIN: 110944012

Taxpayer Name: SURPASS INTERNATIONAL INVESTMENT COMPANY LIMITED



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) _Individual Non Resident	681177160	11112117	2,400,000.00
2	Stamp Duty Other than Sales of Revenue Stamp	681177138	11610127	240,000.00

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.