

THE LEASE AGREEMENT

Commercial Lease Agreement

This commercial lease Agreement (the "Agreement") is entered into in 25th January, 2025 between SAID SALIM BATHAWAB (the "Landlord") and FUTURELOOM COMPANY LIMITED (the "Tenant"). The parties entered into this agreement on the following terms and conditions: **Article 1 Basic Terms of Agreement**

1.1 Preparation Date of the Agreement: 25th January, 2025

1.2 Landlord: SAID SALIM BATHAWAB ("Landlord")

1.3 Tenant: FUTURELOOM COMPANY LIMITED ("Tenant").

1.4 Tenant Trade Name: FUTURELOOM COMPANY LIMITED

Tax Number (TIN) : 181-007-656

Tenant Address: Kisemvule, mkuranga,
Pwani,P.o.Box 25630.

1.5 Rental Address:

Kisemvule, 11 BLOCH D, Mkuranga District, 1500 SQM warehouse with front and back yard.
(See Article 2 for details)

1.6 Lease Term:

36 months, renewable according to the agreement. (See Section 3 for details)

1.7 Rental start Date:

February 15, 2025

1.8 Minimum monthly rent and minimum annual rent:

The monthly rent is Tshs 6500000/= (excluding VAT).

The minimum annual rent is 12 times the monthly rent: Tshs 78,000000 (excluding VAT). (See section 4 for details)

1.9 Annual Rent Increase:

Apply in accordance with Section 4.2.

1.10 Purpose of lease:

Lease purposes are general storage, light manufacturing and distribution. The tenant will obtain and maintain the necessary permits and licenses at the tenant's own expense. (See Section 7 for details)

Article 2

Rental Property

The landlord agrees to lease the rental property referred to in Clause 1.6 to the tenant and the tenant agrees to lease the property from the landlord. This lease Agreement is subject to the terms, deeds, conditions, rules and regulations set forth herein. The Tenant, as an integral



part of the consideration for this Agreement, agrees to abide by and perform all relevant terms, deeds and conditions; And this Tenancy Agreement is formed on the basis of such performance.

Article 3

Lease term and occupancy

3.1 Lease Term

The start date, end date and term of the lease are detailed in Clauses 1.7 and 1.8 of this Agreement.

3.2 "As IS"

The tenant agrees to lease the property on "as is" terms and accepts the property as it is at the time of delivery by the landlord. The landlord provides the insurance of the condition of the property and the tenant provide for insurance of the goods products in the premises. By signing this Agreement, the Tenant acknowledges that the Property is delivered in good condition.

Article 4

Rent

4.1 Rent

The Tenant agrees to pay the first installment of rent on 15 February 2025 in the amount of six months rent covering the first six months of the lease term of this Agreement. After that, the tenant is required to pay the remaining rent under the following payment plan. All payments are made in U.S. dollars and can be converted at the prevailing exchange rate for Tanzania shilling as follows:

DATE	DESCRIPTION	AMOUNT	VAT	TOTAL PAYABLE
15/2/2025	RENT FOR 15 th FEBRUARY, 2025 TO 15 th AUGUST, 2025	39,000,000.00	7,020,00.00	46,020,000.00
15/8/2025	RENT FOR 15 th AUGUST, 2025 TO 15 th FEBRUARY, 2026	39,000,000.00	7,020,00.00	46,020,000.00
15/2/2026	RENT FOR 15 th FEBRUARY, 2026 TO 15 th AUGUST, 2026	39,000,000.00	7,020,00.00	46,020,000.00
15/8/2026	RENT FOR 15 th AUGUST, 2026 TO 15 th FEBRUARY, 2027	39,000,000.00	7,020,00.00	46,020,000.00
15/2/2027	RENT FOR 15 th FEBRUARY, 2027 TO 15 th AUGUST, 2027	39,000,000.00	7,020,00.00	46,020,000.00
15/8/2027	RENT FOR 15 th AUGUST, 2027 TO 15 th FEBRUARY, 2028	39,000,000.00	7,020,00.00	46,020,000.00
	TOTAL FOR THREE YEARS	234,000,000.00	42,000,000.00	276,120,000.00

13

4.2 Rent Increase

There will be no rent increase during the first two years.

Article 5

Occupancy and quiet enjoyment

5.1 Occupancy and quiet enjoyment

After paying rent as agreed and complying with the deeds, conditions and terms of the agreement to which the tenant is bound, the tenant may enjoy quiet use of the property for the period set forth in this Agreement, subject to all terms of this Agreement.

Article 6

Services & Utilities

6.1 Services provided

The tenant agrees to pay directly to the relevant utility company for all utility charges used by the property basing under the government charge rate.

Article 7

Use and compliance with law

7.1 Uses

The tenant shall use the property for the purposes specified in Clause 1.10 of the tenancy Agreement and shall not use it for any other purpose without the prior written consent of the landlord. Consent is at the landlord's sole discretion.

7.2 Compliance with the Law

The tenant shall not use the property or allow any conduct to be carried out on the property that conflicts with current or future enacted laws, rules, ordinances or government regulations. The tenant shall promptly comply with all laws, rules, ordinances, as well as requirements set by the government, at his own expense.

Article 8

Disclaimer Clause

8.1 Assumption of Risk

As an important part of the consideration for this Agreement, the Tenant assumes all risks of damage to property or injury to persons arising in or around the Property for any reason other than gross negligence or willful misconduct of the Landlord, and waives the right to make any related claims against the Landlord in exception that loss caused by the low quality of the building whereby the landlord building insurance shall have to cover such a loss.

8.2 Liability for Damages

The Tenant shall indemnify and hold the Landlord harmless from any liability, claim, judgment or requirement arising out of the Tenant's use of the property for the purpose of carrying on business; Or arising out of any activity, work or other conduct carried out by the tenant in, on or around the premises Or by the Tenant's failure to perform any of its obligations under this Agreement.

8.3 Waiver of Liability

Landlords and their agents are not responsible for: loss of or damage to property entrusted to housing employees by the tenant, Loss of property due to theft or other causes, or any damage caused to persons or property. A tenant should notify the landlord promptly of a fire, accident, or discovery of defects in the property or equipment the landlord's building



insurance shall cover such a loss.

Article 9

Tenant's Insurance

9.1 Tenant's Insurance

The tenant shall, at his own expense, purchase, pay for and maintain the validity of all types of insurance required by law from the rental start date and throughout the lease term. Under no circumstances shall the landlord be liable for any loss, damage or theft of property.

Article 10

Repair and Maintenance

10.1 Tenant repair and maintenance

The Tenant shall, at his own expense, keep the property (both indoor and outdoor), utility installations and alterations in good condition and repair.

(a) Service contracts: The tenant shall, at his own expense, enter into and maintain relevant service contracts with licensed suppliers.

10.2 Repair and maintenance of the landlord

It is agreed that the landlord shall under no circumstances be obliged to repair or maintain the property or its internal fixtures, and that all such obligations lie with the tenant.

10.3 Return of the property

Upon returning the property, the tenant shall return it to the landlord in good condition and in good repair, with the exception of normal wear and tear and insured accidental damage.

10.4 The landlord enters the property

The tenant agrees to allow the landlord and his authorized representatives access to the property with prior notice to the tenant.

10.5 First, when renting a house, the landlord should ensure that the rental house is delivered without any safety hazards, and ensure that the main structure of the house, ancillary facilities and equipment (such as electrical system, water supply and drainage system, fire protection facilities, etc.) are in normal and safe use. Caused by natural disasters and force majeure factors, insurance can only be taken.

10.6 The landlord is not responsible, and the tenant does not bear the cost of construction. Daily maintenance, the tenant is responsible for the daily cleaning of the house and small-scale maintenance work, such as changing light bulbs, cleaning up sewer blockages (caused by improper use by the tenant), etc. These maintenance work should be carried out within a reasonable range of the tenant's normal use of the house, and do not involve the maintenance of the main structure of the house and major facilities and equipment.

10.7 Second, the daily maintenance of the house is the responsibility of the tenant. Whether the landlord needs to carry out regular overhauls on the quality of the house.

10.8 Third, if the tenant does not breach the contract, the landlord repossesses the property in violation of regulations, or the tenant fails to use the property normally due to the landlord's reasons, the landlord needs to compensate the tenant. The scope of compensation includes but is not limited to the tenant's direct economic losses (such as employee wages, waste of raw materials, etc.) and reasonable indirect losses (such as liquidated damages due to delayed order delivery, loss of expected earnings due to customer loss, etc.).

10.9 Fourth, asset disposal. When the tenant needs to move out of the house due to the end of the lease relationship or for any reason, the tenant has the right to dispose of all the assets placed in the house by himself. The landlord shall not occupy or dispose of the tenant's assets without authorization, and shall give the tenant reasonable time and convenient conditions so that the tenant can move out and transfer the assets smoothly. If the tenant's assets are damaged, lost or cannot be transferred normally due to the landlord's reasons, the landlord shall bear the corresponding compensation liability.

Article 11

Improvement, alteration and addition

11.1 Transformation

The tenant shall not make or permit any alteration, addition or improvement to the property or any part thereof without the prior written consent of the landlord. Consent may be granted at the landlord's sole discretion. However, the landlord's consent is not required for non-structural alterations that do not cost more than \$5,000 and do not affect the exterior appearance of the property.

All alterations, additions and improvements to the property (including but not limited to floor coverings, wall coverings, window coverings, panels and fixed cabinets, etc., but excluding removable furniture, commercial facilities and other unsecured personal property) must be removed at the end of the lease term, regardless of whether the landlord consents to their installation. Nonetheless, any alterations, additions or improvements that the landlord requests to be removed with written notice to the tenant within thirty (30) days of the termination of the lease are to be removed at the tenant's expense.

Article 12

Liens

The tenant should ensure that the property is protected from any liens arising from any work performed by the tenant, materials provided, or obligations incurred.

Article 13

Tenant default

13.1 Events of Default

The Tenant shall be deemed to be in breach of the terms of this Agreement if:
Tenant fails to pay rent within three (3) days of receipt of written notice;

Tenant's breach of any other obligation under this Agreement, including, but not limited to, its failure to promptly and fully perform any promise, deed or agreement contained in this Agreement, and its failure to remedy it within a reasonable time (up to a maximum of ten (10) days) after Landlord has given written notice to Tenant detailing the nature of the breach.

13.2 The Landlord's rights in the event of a breach

In the event of any one or more of the above occurrences, the Landlord may constitute a breach of this Agreement and, to the extent permitted by law, elect to take the following actions without further notice or request to the tenant or any other person, unless required by law:

- (a) Declare the end of the lease term, re-enter and take over the property, and evict all persons;
- (b) have the option to terminate this agreement under the terms specified in this agreement

and law and all rights of the tenant in the property even if the landlord has re-entered the property; Note, however, that unless the landlord gives written notice to the tenant that he has chosen to terminate this Agreement, the landlord shall not be deemed to have terminated this Agreement by re-entering the property or taking other actions to acquire the property, or release the tenant from the obligation to pay rent.

13.3 Termination of the Agreement

If the landlord elects to terminate this Agreement in accordance with the foregoing, the landlord may recover the following damages from the Tenant as compensation:

- (a) the present value of the rent due if that has not been paid at the time of termination of the Agreement;
- (b) If it has been proved before the Court that the tenant has the right to be compensated due to the landlord's breaches of the agreement, the tenant is entitled to compensation, provided such compensation does not exceed the due rent amount specified in the agreement;
- (c) the present value of the rent that would have been collected but not paid between the time of the award and the end of the lease term exceeds the portion of the rent loss that the tenant can prove reasonably avoidable;

And (d) any other amount that must be paid to cover the damages caused by the Tenant's failure to perform its obligations under this Agreement.

13.4 Definition of rent

The term "rent" shall include the minimum monthly rent (MMR), additional rent, and all other amounts payable by the Tenant under the terms of this Agreement, including amounts subsequently incurred.

Article 14

Landlord default

14.1 Failure to perform

Failure to Perform

If the landlord fails to fulfill the deed, terms, or conditions outlined in this Agreement within thirty (30) days of receiving written notice from the tenant regarding the breach (or, if the nature of the breach requires more than thirty (30) days, fails to commence performance within thirty (30) days and continues to remedy the breach as promptly as possible), the landlord shall be liable for direct losses caused to the tenant as a result of the breach. However, the tenant is not entitled to terminate this Agreement or deduct any damages from the rent payable to the landlord.

Direct losses resulting from the landlord's breach under this Agreement shall be limited to the following:

- (a) The actual costs of replacement, repair, or restoration of damage to the tenant's tangible property or third-party tangible property for which the tenant is responsible, directly caused by the landlord's breach;

The tenant loses its right to make a claim against the landlord under the following conditions:

- (i) If the tenant does not file a lawsuit within six (6) months from the date of the act, omission, or event giving rise to the claim; and
- (ii) The total liability of the landlord to the tenant shall not exceed the value of the landlord's interest in the property, less the sum of all liens registered on the property.

Article 15

Sublet and sublet



15.1 Transfer or subletting is prohibited

A tenant may not assign, sublet, enter into a license or concession agreement in relation to any part of the property, or mortgage this lease agreement or the tenant's interest in the property in whole or in part, or allow any person to occupy all or part of the property with him, jointly or separately, without the prior written consent of the landlord. The landlord has the right to consent at his sole discretion. Any attempted transfer is deemed null and void and does not confer any rights on third parties.

Such prohibitions do not apply to events that occur as a result of legal proceedings, bankruptcy, receivership, public offering of stock, or other legal maneuvers. If the tenant transfers more than 50% of the voting ownership interest in a series of related transactions, such action is deemed a transfer of this lease Agreement.

Article 16

General Clauses

16.1 Waiver of rights

A waiver of a landlord's right to any term, deed or condition of this Agreement shall not be deemed a waiver of its right to any other term, deed or condition of this Agreement in the event of subsequent breach of the same term, deed or condition. A landlord's acceptance of rent paid by a tenant shall not be deemed to be a waiver of rights arising from the tenant's prior non-payment of rent or breach of other terms.

16.2 Time

Time is a central element in the performance of all terms and obligations of this Agreement.

16.3 Successors and assigns

The covenants and conditions in this Agreement are binding on the successors, executors, administrators and assigns of the parties, subject to the terms of the assignment.

16.4 Prior Agreement

This Agreement contains all agreements between the parties with respect to the matters referred to or addressed herein and any prior agreement or understanding relating to such matters shall be null and void. No provision of this Agreement may be modified or added to in any way that is not in writing or signed by the parties.

16.5 Unable to perform

Neither Landlord nor the Tenant's obligations shall be affected, impaired, or deemed breached if the any part in this agreement is unable to perform, or experiences delays in performing, his obligations due to circumstances beyond his reasonable control, including but not limited to strikes, labor disputes, adverse weather conditions, acts of God, or other unforeseen events.

16.6 Attorneys' fees

If, after this Agreement is signed, the landlord or tenant initiates a lawsuit or proceedings in respect of the terms of the Agreement or breach of contract, the losing party shall pay the winning party reasonable attorney's fees and all related costs, including those incurred during the appeal process.

16.7 Sale of the property

If the landlord sells the property, the landlord will thereafter be fully released from any obligations and liabilities arising under this Agreement. The buyer who purchases the property shall automatically assume and perform all of the landlord's obligations under this Agreement.

16.8 Severability

If any provision of this Agreement is found to be invalid, unenforceable or illegal, the invalidity of that provision shall not affect the validity of the remaining provisions of this Agreement,

which shall remain in full force and effect.

16.9 Cumulative remedies

Any relief or option under this Agreement is not considered exclusive and is applied cumulatively with other forms of relief to the extent permitted by law or equity.

16.10 Application of law

a) This Agreement shall be governed by the Laws of the United Republic of Tanzania. Disputes arising on application or performance of this agreement shall be settled by the parties and the parties shall consult each other in good faith and understanding of their mutual interest in order to reach an amicable solution; in event of any dispute the parties are at Liberty to refer matter to any court institution for resolution.

b). Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties within 15 days; failure of which the aggrieved Party may take legal action at the Court having jurisdiction to entertain the dispute upon notice to the other party.

Rules and Regulations

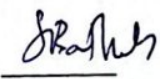
1. Tenants may not engage in the commercial storage, distribution or sale of liquor on the property. Any such activity would constitute a material breach of this Agreement.
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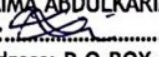
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ares
Public
Oaths



IN WITNESS WHEREOF the parties hereto have duly executed these presents on the day and year first above written and, in the manner, hereinafter appearing:

SIGNED and DELIVERED at Dar es Salaam by the **SAID SALIM BATHAWAB** who has been identified to me by the **Said DON BSIX ENTERPRISE LIMITED** latter is known to me personally in my personally in my presence on this 25th day of January, 2025



Landlord


BEFORE ME
Name: **NAIMA ABDULKARIM MONGI**
Signature: 
Postal Address: **P.O.BOX 44199**
Qualification: **COMMISSIONER FOR OATHS**



SEALED with the common **SEAL** by the said **FUTURELOOM COMPANY LIMITED** who is known to me personally this 25th day of January 2025



Name: **LI YOUZHOU**
Postal Address: **P.O.BOX 25630**
Signature: 
Qualification/ Designation: **Director of the company**

Before Me
Name: **NAIMA ABDULKARIM MONGI**
Signature: 
Postal Address: **P.O.BOX 44199**
Qualification: **COMMISSIONER FOR OATHS**







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