

**LEASE AGREEMENT**

**BETWEEN**

**WILMAR TANZANIA LIMITED**

**AND**

**AFRICA HARMONY INDUSTRY & TRADE LIMITED**

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**LEASE AGREEMENT ON PROPERTY LOCATED AT PLOT NO. 29, MWANZANGE INDUSTRIAL  
AREA, TANGA MUNICIPALITY.**

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**Drawn by:**  
**Wilmar Tanzania Limited,**  
**P. O. Box 40909**  
**Dar es Salaam.**  
**TANZANIA, UNITED REPUBLIC OF**

## LEASE AGREEMENT.

THIS LEASE AGREEMENT (the Agreement) is made this 01 day of April 2025.

### BY AND BETWEEN

**Wilmar Tanzania Limited**, a limited liability company incorporated under the Companies Act (Cap. 212) of the United Republic of Tanzania with registration number 119005 whose registered is on plot no 16/1 & 16/2, Vingunguti Industrial Area, P. O. Box 40909, Dar es Salaam (the Lessor) which expression shall, where the context so admits, include its assigns and successors in title);

### AND

**Africa Harmony Industry & Trade Limited** a limited liability company incorporated under the Companies Act (Cap. 212) of the United Republic of Tanzania with incorporation number 159265420, having its registered address at plot no G6, Alfa Plaza, Kinondoni Area of P.O. Box 32080 Dar es Salaam, Tanzania (the Lessee) which expression shall, where the context so admits, include its assigns and successors in title)

(each a Party and together the Parties).

### WHEREAS:

- A. The Lessor is the registered and rightful owner of an industrial property located on Plot No. 29, Mwanzange Industrial Area, Tanga Municipality, Tanzania, under a Right of Occupancy with Title Deed No 10425 (the Demised Premises).
- B. The Lessor has agreed to lease the Demised Premises to the Lessee, and the Lessee has agreed to lease from the Lessor, the Demised Premises for the purpose of manufacturing and packaging detergents, along with any ancillary activities permitted under the user clause in the Title Deed.
- C. The Parties wish to enter into this Agreement in order to set out the rights and obligations of each Party in connection with the lease of the Demised Premises.

**NOW IN CONSIDERATION** Of the mutual covenants, terms and conditions hereinafter reserved and contained, **THIS LEASE AGREEMENT WITNESSETH** as follows:

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**1. COMMENCEMENT AND DURATION.**

- 1.1. The term of this Agreement shall commence on the 01. Day of April..... 2025 and shall endure for an initial period of three (3) years unless otherwise terminated earlier in accordance herewith **(the Initial Term)**
- 1.2. This Agreement shall automatically renew for successive periods of three (3) years (each a **Renewal Term**) unless either Party serves on the other Party, three months prior to the expiry of **Renewal Term** written notice that it does not intend to renew the Agreement.

**2. RENTAL**

- 2.1. In consideration of the Lessor leasing the Demised Premises, the Lessee shall pay the Lessor a monthly rent of Tanzania Shillings thirty seven million (TZS 37,000,000) inclusive of VAT **(the Rent)** which shall be paid every three months in advance at the Lessors designated account that shall be provided in the invoice.
- 2.2. The Rent shall be due and payable within thirty (30) days upon receipt of the invoice from the Lessor.
- 2.3. The Rent shall be reviewed every one (1) year during the Term with the objective of benchmarking it against current market rates. Any agreed increase in the Rent shall not exceed Tanzania CPI in the preceding three (3) year period **(CPI)**. Where the Parties cannot reach agreement under this Clause 2.3, the revised Rent shall be the previous Rent plus a percentage uplift equivalent to CPI.

**3. TITLE AND OWNERSHIP OF MACHINERY, EQUIPMENT AND FIXTURES.**

- 3.1. Prior commencement of this Agreement, the Lessor and Lessee shall jointly conduct a detailed inspection of the Demised Premises to record the condition and count of all machinery, fixtures, and any other items permanently attached to the premises. A written inventory list shall be prepared and signed by both parties as an official record of the assets and attached to this Agreement as Annexure A.
- 3.2. All machinery, equipment, buildings, and fixtures permanently attached to the Demised Premises shall remain the sole property of the Lessor at all times. The Lessee shall not remove, alter, or modify any such assets without the prior written consent of the Lessor.
- 3.3. The Lessee shall use the machinery, equipment, and fixtures in a prudent manner, ensuring regular maintenance and compliance with all applicable laws and safety regulations. Any damage resulting from misuse, negligence, or unauthorized modifications shall be repaired or replaced by the Lessee at its own cost, subject to the Lessor's approval.
- 3.4. Any improvements, modifications, or additional fixtures installed by the Lessee during the lease term shall, unless otherwise agreed in writing, become the

property of the Lessor upon expiration or termination of the Lease, without any obligation for compensation to the Lessee.

- 3.5. The Lessor reserves the right to purchase, upgrade, or install additional machinery, equipment, or fixtures within the Demised Premises during the lease term. Any such purchased, upgraded, or newly installed items shall remain the exclusive property of the Lessor, and the Lessee shall have no claim or ownership rights over them.
- 3.6. Upon expiry or earlier termination of the Lease, the Lessee shall vacate the Demised Premises, leaving all machinery, equipment, buildings, and fixtures in good working condition, subject to normal wear and tear. The Lessee shall remove all its movable property, goods, and any non-permanent installations at its own cost, ensuring no damage to the Lessor's property.
- 3.7. If the Lessee fails to remove any of its property within thirty (30) days of lease expiration, the Lessor reserves the right to either dispose of such property at the Lessee's cost or Retain ownership of the property without any obligation to compensate the Lessee.
- 3.8. The Lessee shall indemnify and hold harmless the Lessor from any claims, damages, or liabilities arising from the Lessee's use of the machinery, equipment, buildings, and fixtures during the lease term.

#### **4. USER CLAUSE**

- 4.1. The Lessee shall not cease carrying on its business at the Demised Premises or leave the Demised Premises continuously unoccupied for a period of more than one (1) month without:
  - a) notifying the Lessor in writing; and
  - b) providing such caretaking or security arrangement as the Lessor shall reasonably require in order to protect the Demised Premises from vandalism, theft, damage or unlawful occupation.

#### **5. COVENANTS OF THE LESSEE**

The Lessee hereby covenants with the Lessor as follows:

- 5.1. To maintain the Demised Premises in good condition at Lessee's own risk and expense during the term of this Agreement.
- 5.2. To procure and maintain appropriate insurance covering any damage occurring at the Demised Premises to third parties and their property and to the Lessee's own personnel and property.

- 5.3. That there shall not be any illegal or prohibited matters, objects, substances, materials, products and/or the like allowed to operate, be manufactured or stored at the Demised Premises.
- 5.4. Not to assign or sublet or part with the possession of the Demised Premises or any part thereof without the written consent of the Lessor.
- 5.5. To permit the Lessor or its authorized agent at all reasonable times upon service of not less than forty-eight (48) hours written notice, during daytime to enter the Demised Premises to view the state and condition thereof and to determine any necessary repairs to be done by the Lessor.
- 5.6. To yield up the Demised Premises in good order and condition at the end of the Term or otherwise on termination of this Agreement and pay for all outstanding utilities, bills at. Any fixtures so placed permanently upon the demised premises by the Lessee may be removed with the approval of the Lessor and provided that no damage shall be caused to the Demised Premises. In the event of damage, Lessee shall be responsible for the repair costs.
- 5.7. The lessee shall be responsible for damages arising from fire, theft, or any man-made causes. However, in the vent of damage caused by a force majeure, both parties shall engage in good faith negotiations to reach a fair and mutual beneficial resolution.

## 6. UTILITIES.

- 6.1. The Lessee shall be solely responsible for the payment of all utility charges related to the Demised Premises, including but not limited to electricity, water and sewage, water and waste disposal, internet and communications and any other utilities consumed during the lease term.
- 6.2. In cases where utilities are supplied through the Lessor's account, the Lessee shall promptly notify the Lessee of such utility bills or invoices during the lease term.
- 6.3. The Lessee shall be responsible for maintaining utility connections in good working order and complying with all applicable laws and regulations regarding utility usage during the lease term.
- 6.4. The Lessee shall ensure timely payment of all utility bills to avoid service interruptions during the lease term. Any penalties, reconnection fees, or damages arising from non-payment during the lease term shall be borne solely by the Lessee.
- 6.5. Upon expiration or termination of the Lease, the Lessee shall provide evidence that all utility bills have been fully settled, with no outstanding amounts due to any service providers. The Lessor reserves the right to withhold any unpaid Rent

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in case of unpaid utility bills discovered after the Lessee vacates the Demised Premises.

- 6.6. The Lessee shall not be liable for any outstanding utility fees related to the Demised Premises that the Lessor was obligated to pay but had not settled before the lease term commenced. This includes, but is not limited to, electricity, water and sewage, water and waste disposal, internet and communication fees, as well as any other utility charges incurred before the lease term.

#### **7. COVENANTS OF THE LESSOR**

The Lessor hereby covenants with the Lessee as follows:

- 7.1. To permit the Lessee quiet enjoyment of the Demised Premises during the Term.
- 7.2. To pay all statutory taxes including but not limited to Tanga Factory rent and property tax which may be due to any government body or municipal council in respect of the Demised Premises as per applicable law.
- 7.3. That the Lessor has obtained all approvals from all governmental and provincial authorities and all applicable government agencies or bodies needed for the Parties to lawfully enter into this Agreement.
- 7.4. That the Lessor has good title to the Demised Premises, and the Demised Premises is free from any encumbrances, mortgage, liens or security interests, other than those created pursuant to this Agreement.
- 7.5. Lessor shall have the right from time to time during the normal business hours on any working day to enter upon Lessee's premises or elsewhere after prior notice for the purpose of confirming the existence, condition and proper maintenance of the Equipment.

#### **8. INDEMNITY FOR NON-STATUTORY EXPENSES**

- 8.1. The Lessee shall be responsible for and shall keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions, proceedings claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly from:
- a) any act, omission or negligence of the Lessee or its personnel at the Demised Premises expressly or impliedly with the Lessee's authority and under the Lessee's control; and
- b) any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Agreement.

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## 9. TERMINATION

- 9.1. Either Party may terminate this Agreement by serving the other Party a three (3) months written notice of its intention to terminate the Agreement.

### *Termination Rights of the Lessor*

- 9.2. The Lessor shall have the right to terminate this Agreement with immediate effect where:
- a) Any Rent is outstanding for a period of ninety (90) days after becoming due whether formally demanded or not, without any justifiable reason; or
  - b) The Lessee is in breach of any material provision of this Agreement and fails without any justifiable reason to remedy such breach within thirty (30) days after being requested in writing to do so by the Lessor; or
  - c) where the Lessee is insolvent or enters into compulsory (but not voluntary) liquidation.
  - d) The Lessee is insolvent.

### *Consequences of Termination*

- 9.3. On termination of this Agreement, the Lessee shall be entitled to remove all of its property from the Demised Premises.
- 9.4. Any structure that cannot be removed from the Demised Premises shall remain on the Demised Premises for the benefit of the Lessor. The Lessee shall not be obliged to demolish or remove any buildings erected on the Demised Premises during the Term.
- 9.5. Termination of this Agreement shall not affect the rights accrued by either Party during the term of this Agreement.

## 10. NOTICES

- 10.1. Any notice or other communication to be given under the Agreement shall be given in writing and delivered to the address as hereinbefore indicated.
- 10.2. Each Party may, with reasonable written notice served on the other, change its address from time to time. Any new address selected shall be a complete address, in the format above, and shall be situated in Tanzania.

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10.3. Any notice or other communication to be given to either of the parties in terms of this Agreement shall be valid and effective only if it is given in writing and sent by registered mail or email.

10.4. A notice to either Party, which is:

- a) sent by prepaid registered post in a correctly addressed envelope to the address above shall be deemed to have been received (unless the contrary is proved); or
- b) delivered to the party by hand at the physical selected address shall be deemed to have been received

in each case on the date of delivery, provided it was delivered to a duly authorised officer of the receiving Party, or at the receiving Party's registered office.

10.5. Any notice sent by email shall be deemed to have been received on the first business day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven).

10.6. Notwithstanding anything to the contrary herein, a written notice or other communication received by either Party and for which written proof of receipt has been obtained shall be adequate written notice of communication even if it was not sent to or delivered at its chosen address.

## 11. MISCELLANEOUS

11.1. Neither Party may assign or transfer, entirely or in part, any rights and obligations under this Agreement without the express and prior authorization of the other Party in writing.

The invalidity, illegality or unenforceability of any provision of this Agreement shall be severable from and shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

11.2. No alteration, variation, change or addition to this Agreement shall be of any force or effect unless reduced in writing and signed by the Parties or their duly authorized representative(s).

11.3. No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights in relation to a breach of this Agreement shall operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either party

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under this Agreement is exclusive of any other right, power or remedy available to that part and each such right, power or remedy shall be cumulative.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

12.1. This Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

12.2. All disputes arising out of or in connection with this Agreement shall be resolved amicably between the Parties within twenty-one (21) days, failure of which the matter will be referred to a court of competent jurisdiction under the laws of Tanzania.

## **13. FORCE MAJEURE**

13.1. Neither party hereto shall be liable to perform any obligation hereunder in the event and to the extent that performance of such obligation is prevented or hindered by a condition of force majeure.

13.2. A condition of force majeure shall arise from any circumstances beyond the reasonable control of the affected party, which prevents or impedes the execution of the agreement, including but not limited to war or hostilities; riot or civil disturbance; earthquake, flood, fire or other natural physical disaster; denial of the use of road or other means of public transport; national or regional strike or other national or regional industrial action by workers or employees; or confiscation, destruction or requisition by order of any government or public authority.

## **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement) by any statement, representation, warranty or understanding made prior to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first hereinabove written.

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SEALED with the COMMON SEAL of the said  
Wilmar Tanzania Limited  
and DELIVERED in the presence of us  
this 03<sup>rd</sup> day of April 2025



Full Name: MENG LINGJIE

Signature: [Signature]

Postal Address: P. O. Box 40909  
Dar es Salaam

Qualification: GENERAL MANAGER

Full Name: LULU MATHIAS KUSAMBU

Signature: [Signature]

Postal Address: P. O. Box 40909  
Dar es Salaam

Qualification: LEGAL COUNSEL

SEALED with the COMMON SEAL of the said  
Africa Harmony Industry & Trade Limited  
and DELIVERED in the presence of us  
this 02 day of April 2025



Full Name: Nicole Bai

Signature: [Signature]

Postal Address: P. O. Box 32080  
Dar es Salaam

Qualification: DGM

Full Name: Will Uke

Signature: [Signature]

Postal Address: P. O. Box 32080  
Dar es Salaam

Qualification: Commerce Director

Stamp Duty  
3,762,712/- collected  
99,842,825,381 Receipt No. Dated 8/9/2022  
Regional - Manager Kinondoni Tax Region

**Annexure A**  
**LIST OF INVENTORIES.**

Control No:

9984121825381



# 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: 0759499492

Please transfer from my/our account the amount of TZS 3,764,712.00  
 Amount in Words: Three Million Seven Hundred Sixty Four Thousand Seven Hundred Twelve Only

Value Date: 04/04/2025  
 To: N/A  
 Tanzania Revenue Authority

Account Number: N/A  
 SWIFT Code: N/A  
 Control Number: 9984121825381  
 Taxpayer TIN: 159265420  
 Taxpayer Name: AFRICA HARMONY INDUSTRY AND TRADE LIMITED

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

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty on Land transactions	759000491	11414102	3,640,800.00
2	Stamp Duty on Land transactions	759007023	11414102	123,912.00

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.

Control No:

9984121825381



# 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: 0759499492

Please transfer from my/our account the amount of TZS 3,764,712.00  
 Amount in Words: Three Million Seven Hundred Sixty Four Thousand Seven Hundred Twelve Only

Value Date: 04/04/2025  
 To: N/A  
 Tanzania Revenue Authority

Account Number: N/A  
 SWIFT Code: N/A  
 Control Number: 9984121825381  
 Taxpayer TIN: 159265420  
 Taxpayer Name: AFRICA HARMONY INDUSTRY AND TRADE LIMITED

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

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty on Land transactions	759000491	11414102	3,640,800.00
2	Stamp Duty on Land transactions	759007023	11414102	123,912.00

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.



## TANZANIA REVENUE AUTHORITY

### NOTICE OF ORIGINAL/ADJUSTED/AMENDED ASSESSMENT

TIN : 159-265-420 TAX : Stamp Duty on Land transactions TAX DEBIT NO : 759007023

TAXPAYER NAME: AFRICA HARMONY INDUSTRY & TRADE LIMITED

Issuing Office: Regional Manager  
022-2771841 / 022-2771846  
Morogoro Road NSSF Building  
Dar es Salaam, Tanzania

BLOCK NO : 6

P.O.BOX : 32080

POSTAL TOWN : Dar es Salaam

Date of Issue: 04 April 2025

Take note that you have been assessed under the Income Tax Act, 2004.

1. Tax for : Stamp Duty on Land transactions	TSH.	121,912.00
Less already Paid-in	TSH.	
2. Reasons <u>Lumpsum payment</u>		
*AMOUNT OF TAX DUE	TSH.	121,912.00
*INTEREST THEREON	TSH.	2,000.00
*TOTAL TAX AND OR INTEREST DUE	TSH.	123,912.00

TOTAL AMOUNT	123,912.00
MONTH-YEAR	2025
LAST DATE OF PAYMENT	04 May 2025

If payment is not made by the due date, proceedings for its recovery in accordance with the Tax Administration Act, 2015 will be commenced without further warning.

In case you were aggrieved with this assessment you may object by filling Objection to the Commissioner General within 30 days from the date of service of the assessment in accordance with the provision of section 51 of the Tax Administration Act, 2015 read together with its Regulations.

AZIZ RAJABU SOKA  
Regional Manager  
Kinondoni Tax Region



# TANZANIA REVENUE AUTHORITY

## NOTICE OF ORIGINAL/ADJUSTED/AMENDED ASSESSMENT

TIN : 159-265-420 TAX : Stamp Duty on Land transactions TAX DEBIT NO : 759000491

TAXPAYER NAME: AFRICA HARMONY INDUSTRY & TRADE LIMITED

Issuing Office: Regional Manager  
022-2771841 / 022-2771846  
Morogoro Road NSSF Building  
Dar es Salaam, Tanzania

BLOCK NO : 6

P.O.BOX : 32080

Date of Issue: 04 April 2025

POSTAL TOWN : Dar es Salaam

Take note that you have been assessed under the Income Tax Act, 2004.

1. Tax for : Stamp Duty on Land transactions	TSH.	3,640,800.00
Less already Paid-in	TSH.	
2. Reasons <u>Lumpsum payment</u>	TSH.	3,640,800.00
*AMOUNT OF TAX DUE	TSH.	0.00
*INTEREST THEREON	TSH.	3,640,800.00
*TOTAL TAX AND OR INTEREST DUE	TSH.	

TOTAL AMOUNT
3,640,800.00
MONTH-YEAR
2025
LAST DATE OF PAYMENT
04 May 2025

If payment is not made by the due date, proceedings for its recovery in accordance with the Tax Administration Act, 2015 will be commenced without further warning.

In case you were aggrieved with this assessment you may object by filling Objection to the Commissioner General within 30 days from the date of service of the assessment in accordance with the provision of section 51 of the Tax Administration Act, 2015 read together with its Regulations.

AZIZ RAJABU SOKA  
Regional Manager  
Kinondoni Tax Region

# GEPG Payment



## AFRICA HARMONY INDUSTRY AND TRADE LIMITED

07 Apr 2025 10:46:47

Bank Reference Number	
GEPG Reference	925097322509524
Bill Control Number	9984121825381
Bill Expiry Date	2035-04-04T23:59:59
Value Date	07 04 2025
Payer Name	AFRICA HARMONY INDUSTRY AND TRADE LIMITED
Payment Option	Exact
Payer Cell Number	255759499492
Payer Email Address	africaindustrytrade@gmail.com
Bill Amount	3764712.00
Debit Amount	3764712 TZS
Minimum Payment Amount	3764712.00
Transaction Status	Initiated/Pending For Authorization
Exchange Rate	1
Transaction Type	Internal
Debit Account No	011103041321
Credit Account Number	012139000140
Credit Bank Name	NBC
Payment Plan	Postpaid

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This is computer generated receipt no signature required.

Electronic Receipt owns no official legal effect, You may go to branch to get the paper receipt.

National Bank Commerce Limited (registered number 32700) is regulated by the Bank of Tanzania.