

START OF LEGAL RECEIPT

WINSTLAW ATTORNEYS
P.O. Box
DAR ES SALAAM
TANZANIA

TEL: +255 752 998 001
TIN 147882440
URN 40314621L

SERIAL NUMBER 03T2443014504
UIN 01131M
-1107815121478824400317443014504

TAX OFFICE KINDUONI

CUSTOMER NAME

ZYC COMPANY LIMITED

CUSTOMER ID TYPE BUYER'S TIN

CUSTOMER ID 188217257

RECEIPT NUMBER 379

ZNo 1/0414

DATE 30-08-2025 TIME 11:52:21

ECR: 01 OP: 01

LEGAL CONSUL TANCY 20*000.00 A

TOTAL EXCLUSIVE OF TAX 16*949.15

TAX A-18.00% 3*050.85

TOTAL TAX 3*050.85

TOTAL INCLUSIVE OF TAX

20*000.00

CASH 20*000.00

ITEMS NUMBER 1

RECEIPT VERIFICATION CODE
5846FC379



*** END OF LEGAL RECEIPT ***

Changamoto kwenye njia ya P193
Bar - TRN 0000754054/0000759255

LEASE AGREEMENT

BY AND BETWEEN

**ZENA ATHUMANI MFINANGA
(PROPERTY OWNER)**

AND

ZYC COMPANY LIMITED

**RESIDENTIAL/COMMERCIAL PROPERTY WITH PLOT No. 321 BLOCK
MISUGUSUGU, KIBAHA, PWANI, TANZANIA**

DRAWN BY:



**3rd Floor- Alfa Plaza, Plot No. G6, Chaburuma Road, Off. Ali Hassan Mwinyi Road, P. O. Box
32080, Dar Es Salaam. +255(22)2761756|+255717443616 info@winstlaw.co.tz |
www.winstlaw.co.tz**

LEASE AGREEMENT

LEASE AGREEMENT

BY AND BETWEEN

**ZENA ATHUMANI MFINANGA
(PROPERTY OWNER)**

AND

ZYC COMPANY LIMITED

**IN RESPECT OF RESIDENTIAL/COMMERCIAL PROPERTY WITH PLOT No. 321 BLOCK
No.42 VITENDO, MISUGUSUGU, KIBAHA, PWANI, TANZANIA**

DRAWN BY:



**3rd Floor- Alfa Plaza, Plot No. G6, Chaburuma Road, Off. Ali Hassan Mwinyi Road, P. O. Box
32080, Dar Es Salaam. +255(22)2761756|+255717443616 info@winstlaw.co.tz |
www.winstlaw.co.tz**

LEASE AGREEMENT

This **LEASE AGREEMENT** is entered on this **01st day of August, 2025.**

BY AND BETWEEN

ZENA ATHUMANI MFINANGA (PROPERTY OWNER) a natural person of P.O. Box 30112 Kibaha, Pwani, with a residential address located at Pwani (herein referred to as the "**Lessors**") which expression shall include her successors and assigns on one party

AND

ZYC COMPANY LIMITED a Company incorporated under the laws of Tanzania whose physical address is located at Pwani, Kibaha and postal address P.O. Box Kibaha, Pwani (herein referred to as the "**Lessee**") which expression shall unclose all her successors and assignees on the other party.

WHEREAS the Lessors are lawful owners of the landed property **WITH MAP REGISTRATION No. 321 BLOCK No.42 VITENDO, MISUGUSUGU, KIBAHA, PWANI, TANZANIA.**

AND WHEREAS upon grant of the said landed property, the Lessee would develop the said property by erecting industrial buildings necessary for conducting Business.

AND WHEREAS the Lessors desirous of Leasing the said landed property for the period of 5 years under the framework of Design, Build, and Operate, to the Lessee.

AND WHEREAS, Lessee is also desirous of willfully accepting the said Lease, under the framework of Design, Build, and Operating for commercial purposes business in the manners that align with the objectives and standards of the agreed framework and best business practices.

WHEREFORE, the Lessors and Lessee hereby agree to enter into this Commercial Lease Agreement in the following terms and conditions; -

1. GRANT OF LEASE

1.1 That Lessors hereby willfully lease their landed property **WITH MAP REGISTRATION NO. No. 321 BLOCK No.42 VITENDO, MISUGUSUGU, KIBAHA, PWANI, TANZANIA** measuring **2,800 Square Metre**, to the Lessee effective from 01st day of August, 2025.

1.2 The 5 years of the lease period shall be effectively counted from 01st Day of August, 2025

2. PURPOSE OF LEASE

2.1. That, Lessors hereby agrees that the purpose of this Lease is to specifically allow Lessee to lease the said landed property, carry out design, and erect/build on it, a modern commercial building and operate a business on the erected buildings within the period of 5 years as agreed.

3. DURATION OF LEASE

3.1. That, upon expiry of the, said **Five (5) years**, the parties are at liberty to renew this Agreement after consultation with the Lessee with the same or different terms.

3.2. That, upon the event of non-renewal, the Lessee shall remove the fixtures and properties that were built on the course period of this agreement and they will handle over the bear land without having any fixtures or properties.

4. CONSIDERATION OF LEASE

4.1. That in consideration of leasing, authorization to design, build, and operate the business on the said land property, Lessee shall pay the amount equivalent to **Tsh 14,400,000/= per year including WHT but excluding VAT**. herein referred to as "*Rental Price*".

4.2. The parties agreed the contract from 01st day of August 2025, the Lessor shall pay **WHT** which shall be inclusive of the rental payment. Hence the Lessee shall pay **Tsh 14,400,000/= per year including WHT but excluding VAT**. Hence the Lessor shall receive **Tsh 12,960,000/= per year on the period of the contract from 01st day of August, 2025 to 31st Day of July 2030**. Paid yearly

4.3. That parties herein agree that the Rental Price agreed in Clause 4.1 above of this Agreement shall be payable on a year basis.

4.4. The mode of payment may be in cash or through a bank in the following bank account of the Lessors;

Bank Name: **NMB**

Bank Account Name: **ZENA ATHUMANI MFINANGA**

Bank Account number: **21210076435**

Branch: **KIBAHA**

5. CONSTRUCTION AND COMPLETION

- 5.1. That Lessors hereby undertakes to hand the said landed property, building structures, and all other affixtures thereto to the Lessee as soon as possible from the date of execution of this agreement and represents that the said landed property, building structure, and, all its affixtures are free from all encumbrances and have never been bequeathed, divided, or disposed of to any person in any will(s) or any document(s) of whatsoever nature.
- 5.2. That Lessors further undertakes to be responsible for all costs and expenses incidental to the leasing of the landed property subject to this Agreement from the date this Agreement becomes effective including but not limited to payment of property taxes and any other governmental charges applicable for ownership of Landed Properties under Tanzania government.
- 5.3. That Lessee undertakes to be responsible for all and any costs that shall be applicable for any maintenance, service charges, renovation costs, security costs, any tax applicable on properties, interest thereto, insurance, and any other incidental costs at the time of operating his business on the erected business premises, and those applicable during the design work, building as well as operating.
- 5.4. That, Lessee and lessor further undertakes to procure and obtain all licenses (development, construction and operational), necessary approvals, certificates, and permits applicable for the commencement of development, construction and operations at the leased premises and upon construction of the agreed commercial building and ensure duly compliance of laws and regulations of Tanzania.
- 5.5. The Lessee shall exercise the duty of care to ensure the demised premises is protected against all forms of risks, not to cause any action that will give rise to damage such as fire, floods, electric shots or permit to be done any act whereby the Lessors suffers loss , insurance premium in respect of such policy may be increased or the rights of the Lessee in terms of such policy may be prejudiced in any way in such event the Lessee shall be liable to compensate the Lessors to the state as he were before the event took place, by making good the loss in full.
- 5.6. The lessee will have the option to purchase her own insurance policy coverage for the intended commercial building and other items as shall be erected or installed for business operations and or to cover any other liabilities up to the expiration of the agreed 5 years unless this Agreement is extended, of which if so, still the Lessee shall be responsible for

insurance or coverage of any liabilities that **may accrue** in course of construction and business operations.

5.7. That Lessors shall be responsible for the application of the building permit and all other construction permits for the construction of the factory building. Provided that, the Lessor shall also change the land use from resident to industrial use.

6. COMMITMENT BY LESSORS

6.1. That, Lessors hereby undertakes commitment and agrees **that, for** the entire duration of the Agreement, her or her successors shall not transfer, lease, mortgage, or put as security the leased landed property or any of its debentures to any third party whatsoever kind. In The event of fraud, Misrepresentation, or breach of the terms of this agreement, the Lessor shall be liable to compensate the Lessee for the ready invested costs and **Interest at commercial** rate with interest of 10%.

6.2. That, Lessors shall also ensure that the ownership of leased landed property remains valid by complying with all requirements of land ownership under the laws of Tanzania and ensure that the Title Deed is under her sole custody and if at any time he passes custodianship to another person whatsoever, the Lessee is duly informed through written communication and that third party is aware and ready to be bound by the terms of this Agreement.

6.3. That the Lessee is allowed to, sub-lease part of the Rental Property (Land) subject to the notification to the Lessor.

7. TERMINATION OF LEASE

7.1. That, in the event that the Lessee is desirous of terminating this Agreement, the terminating party shall provide a Six (6) months written notice to the other party. The said notice must comprehensively explain the reason for termination and the efforts that have been undertaken by the terminating party to avoid termination.

7.2. That the Lessors shall not have the right to terminate the entire agreement save for the Lessee's failure to pay the rental fee in Three Consecutive periods.

7.3. In the event If the Lessor terminates this agreement, the Lessor shall compensate the Lessee all the cost of the construction involved, and the interest of Ten percent (10%) as compensation for the loss incurred.

8. CONFIDENTIALITY

8.1. That both parties herein agree that neither of them shall disclose any information whatsoever kind concerning this Agreement or its assignment to any third-party whatsoever kind unless otherwise mandated to do so under the laws of Tanzania and in such case, the party disclosing information shall inform the other party in writing prior to such disclosure.

8.2. Similarly, the parties agree that the information contained herein, or any other information obtained in the course of negotiation of this transactional undertaking, shall remain CONFIDENTIAL between them indefinitely and neither of them shall directly or indirectly misappropriate, divulge, or make use of them or any Trade Secrets of the other party whatsoever kind for an indefinite period of time, so long as the information remains a Trade Secret of the concerned party.

9. NOTICES

9.1. All notices, demands, consents, approvals, reports and other communications to the other party under this Framework Agreement shall be in writing and shall be given as set forth below, or at such other address as they may specify hereafter in writing. Such notices shall be deemed to have been duly served or made when it shall be delivered by hand, mail or fax to the provided address. For the purpose of services, the Address of the parties to this Agreement are set herein below:

Lessors

Lessee

Atumani

张银!!

10. ENTIRETY

10.1. This Agreement constitutes the entire agreement and supersedes whatever may have been orally agreed by the parties herein prior to the signing of this Agreement. Any amendments or alterations whatsoever kind shall be agreed by the Parties in writing.

10.2. This Agreement shall be read, governed, and enforced in accordance with the laws of the United Republic of Tanzania.

10.3. The Lessors shall Register this agreement at the Register of Title after execution of this agreement, pursuant to the laws of the United Republic of Tanzania, and the original registered agreement shall be served to the lessee for records.

11. DISPUTE RESOLUTION

11.1. That, any and all dispute arising from this Agreement shall be settled between parties through the amicable solution and if there is no settlement between the two parties, the dispute may be referred to the court of competent jurisdiction under the laws of Tanzania.

IN WITNESS THEREOF, parties herein signify their commitment to this Lease Assignment Agreement by putting their respective signatures to this Agreement on the date and year appearing herein below.

SIGNED & DELIVERED in Dar es Salaam the said.
ZENA ATHUMANI MFINANGA, who is known to me personally or have been identified to me by
ZENA ATHUMANI MFINANGA
the latter being known to me personally on this...01...day of 08..., 2025

Z. Athumani
.....
LESSOR

BEFORE ME:

Name: Maluma Mwanjisi
Signature: [Signature]
Address: P.O. Box DSM
Qualification: [Signature]



SIGNED, AND STAMPED/SEALED BY
ZYC COMPANY LIMITED
at Pwani, this 01... day of 08... 2025



Name ZHANG YINCHUAN
Designation MANAGING DIRECTOR
Signature [Signature]

Name ZAKAYO EMMANUEL MBISE
Designation HUMAN RESOURCE MANAGER
Signature [Signature]

Stamp Duty
Shs 149,000/- Dated 1/9/2025
9987 123032130
1 Sec. No. / 18/1/2025

Commence date of lease
Expiry date 30/7/2025

BEFORE ME:

Name: *Mbonye M. Mwangi*

Signature: *Mbonye M. Mwangi*

Address: P.O. Box *2085*, DSM

Qualification: *Accountant*

