

WAREHOUSE LEASE AGREEMENT

This Warehouse Lease Agreement dated on theof2025 hereby entered by:

Party A (Lessor): known as Baphoon Company Limited of P.O. Box 80504 Dar es Salaam, Tanzania (hereinafter referred to as "Party A")

Party B (Lessee): known as ADH Group Limited of P.O. Box 2860 Dar es Salaam, Tanzania (hereinafter referred to as "Party B")

WHEREAS "the Lessor" is an owner in possession of and owns a commercial warehouse and office complex located at Plot 719, Industrial Area, Mikocheni, Dar es Salaam, Tanzania comprising of square meters.

In accordance with the Contract Law of the United Republic of Tanzania and relevant laws and regulations, Party A and Party B, on the basis of equality, voluntariness, and mutual agreement, enter into this warehouse lease agreement as follows:

Article 1: Lease Subject

Party A agrees to lease the warehouse located at Plot 719, Industrial Area, Mikocheni, Dar es Salaam, Tanzania comprising of square meters to Party B.

The total area of the warehouse issquare meters.

Article 2: Lease Term

The lease term shall be ...1.... years ending on 31st January, 2026.

Article 3: Rent and Payment Terms

The rent is set at TSH23,000,000 (twenty-three million Tanzania shillings) per month paid in lump sum annual payment of TSH276,000,000(two hundred and seventy-six million Tanzania shillings) per year.

This is inclusive of Withholding Tax , without 18% Value Added Tax.

The exchange rate will be mutually reviewed every year between parties before raising invoice for the client.

Article 4: Use of Warehouse

Party B shall use the warehouse for the agreed-upon purpose and shall not change its use without permission.

Party B shall properly maintain the warehouse facilities during the lease term and shall not make alterations or damage the premises without Party A's consent.

Article 5: Responsibilities and Obligations

Party A guarantees that the leased warehouse has a clear title and is free from any legal disputes.

Party B shall comply with local laws and regulations and use the warehouse legally.

Article 6: Termination of the Contract

Upon expiration of the lease, Party B shall return the warehouse in its original condition.

If Party B terminates the contract early, the rent already paid shall not be refunded.

Article 7: Dispute Resolution

Any disputes arising during the execution of this contract shall be resolved through negotiation between the parties. If no agreement is reached, either party may file a lawsuit in the local People's Court where Party A is located.

Article 8: Miscellaneous

This contract is made in two copies, one for each party, both of which have equal legal effect.

**BAOHOON
COMPANY
LIMITED**

Mkwawa Street, Kinondoni, Dar es Salaam, Tanzania

P. P.O. Box 80504 Dar es Salaam, Tanzania.
T. 255 766 373666
E. 32231437@qq.com

This contract shall take effect upon signature and sealing by both parties.

Party A (Signature/Seal): 31/1 Date: 2025

Signed by: [Signature]

Position: Director

**BAOHOON COMPANY LIMITED
DAR-ES-SALAAM
TANZANIA**

Witnesses for Party A (Signature/Seal): 31/1 Date: 2025

Signed by: [Signature]

Position: Advocate



Party B (Signature/Seal): _____ Date: 31/1/2025

Signed by: [Signature]

Position: _____

Witnesses for Party B (Signature/Seal): _____ Date: 31/1/2025

Signed by: [Signature]

Position: Advocate

