

Client Copy
DATED THIS 1ST DAY OF DECEMBER 2025

THE LAND ACT NO. 4 OF 1999
AS AMENDED BY
THE LAND (AMENDMENT) ACT, 2004

THIS WAREHOUSING LEASE AGREEMENT
IS MADE

BETWEEN

M/S ROYAL TEXTILES LIMITED



AND

**M/S USS GRAPHICS COMPANY
LIMITED**

IN RESPECT OF A PREMISES BUILT ON PLOT NO. 80/81
SITUATED AT NYERERE ROAD WITHIN ILALA
MUNICIPALITY DAR ES SALAAM CITY.

THIS WAREHOUSING LEASE AGREEMENT is made today, the 1st day of December 2025.

BETWEEN

M/S ROYAL TEXTILES LIMITED having been dully authorized to enter into this lease agreement on behalf of the Land Lord of Post Office Box Number 39838 Dar es Salaam, (hereinafter referred to as "**The Landlord**") which expression shall, where the context to admits, include the successors in title and or assignees) of one part;

AND

M/S USS GRAPHICS COMPANY LIMITED of Post Office Box Number Dar es Salaam (hereinafter referred to as "**The Tenant**"), which expression shall, where the context so admits, include persons deriving title under and/or personal representatives and successors) of the other parts.

WHEREAS

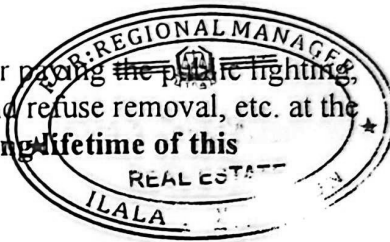
The landlord is the owner of **ALL THAT** premises situated at **Plot No. 80/81, situated along Nyerere Road Dar es Salaam** and whereas at the request of the tenant, the Landlord has agreed to let the said **Warehouse No. 10 (150 square meters)** to the tenant (hereinafter called "the demised premises").



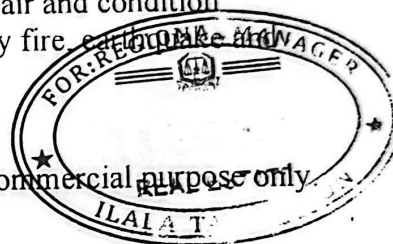
WITNESSETH as follows:

1. The "The Landlord" demises unto the Tenant the premises located at **Plot No. 80/81, situated along Nyerere Road, within Dar es Salaam** to hold the said premises for Commercial purposes for a term of **3 year** renewable at the option of the parties herein whereby commencement date should be on the 1st day of **DECEMBER 2025** to 30th day of **NOVEMBER 2028**.
2. The tenancy will be of **1 year** subject to renewal for a period to be agreed upon by the Tenant giving three (3) months of his intention so renewing **YIELDING AND PAYING** therefore monthly rent of **Tsh. 1,500,000/- (Tanzanian Shillings One Million Five Hundred Thousand)** per month and payable in advance for **Three (3) months** a lump sum of **Tsh. 4,500,000/- (Tanzanian Shillings Four Million Five Hundred Thousand)** exclusive of **VAT** at the execution of this agreement and thereafter to be paid as agreed in advance or as may be agreed upon from time to time.

- (i) The rent shall cover for the period of **Twelve** months.
 - (ii) The rent shall be paid punctually without any deductions.
3. The Tenant covenants with the "**The Landlord**" as follows:
- a) To pay the rent on the days and in the manner aforesaid;
 - b) To keep the interior of the demised premises including doors, walls (whether external or internal), locks, fasteners, drains, sanitary and water apparatus, fixtures and additions thereto in tenable repair and condition throughout the lease term and without any alterations except such as shall be sanctioned in writing by the "The Landlord" and to yield up the same in such repair and conditions at the determination of the tenancy;
 - c) The **Tenant** shall be responsible for ~~paying the public lighting,~~ water, security, general cleaning and refuse removal, etc. at the premises occupied by **Tenant during lifetime of this agreement.**
 - d) To permit the "The Landlord" and his agents with or without workmen and others and with all necessary appliances at all reasonable times to enter upon and examine the condition of the premises;
 - e) Not to make any major alteration or addition to the demised premises without first obtaining the written consent of the **Landlord**;
 - f) Not to assign, underlet or part with the possession of the premises or any part thereof without the written consent of the **Landlord**, such consent however, not to be unreasonably withheld, but may be given subject to such conditions as the Landlord may in its absolute discretion wish to impose;
 - g) Not to use the demised premises in a way this would create annoyance or nuisance or any danger to the public, neighbours or adjoining **Tenants**;



- h) To permit the Landlord or his agent at all reasonable times during the day by prior appointment to enter upon the demised premises for the purpose of taking inventories of the Landlord's Fixtures, if any, therein,
- i) Not to carry on any offensive trade on the demised premises;
- j) The **Tenant** shall not do or permit its employees to do anything which may reasonably be deemed to cause or be a nuisance of annoyance to other **Tenants** in the premises. No noxious trade or activity shall be permitted on the property hereby leased. On the expiration or soon after the determination of the term hereby granted, the **Tenant** shall deliver up the demised premises to the Landlord complete in good Leasable repair and condition (reasonable wear and tear and damage by fire, earthquake and lighting exempted);
- k) To use the demised premises for legal commercial purpose only;
- l) The **Tenant** undertakes to bear pay and discharge all charges for water, sewerage and electricity consumed on the premises during occupation of the premises.

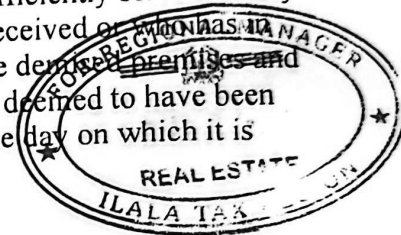


PROVIDED ALWAYS AND IT IS HEREBY AGREED that:-

- a) If any covenant on the Tenant's part herein contained shall not be performed or observed, it shall be lawful for "The Landlord" at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole, and this lease shall absolutely determine but without prejudice to any right of action of "The Landlord" in respect of any breach of the Tenant's covenant herein contained.
- b) "The Landlord shall not be responsible to the Tenant or the Tenant's licensees servants agents or other persons in the demised premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises. Here "The Landlord shall be provide security fully on building at plot number 80/81.

c) Either "The Landlord" or The Tenant shall be at liberty to terminate this lease before the expiration of the lease term by giving to the other party one (1) calendar months' notice deliver vacant possession of the premises to "The Landlord". The lease term can be renewed on either party giving one (1) month's notice before the expiry of the lease terms.

d) Any notice under this lease shall be in writing and any notice to the Tenant shall be sufficiently served if addressed to the Tenant and left at the demised premises or sent to him by registered post to his last known address in the United Republic of Tanzania and any notice to "The Landlord" shall be sufficiently served on any agent authorized by "The Landlord" to receive or who has in fact on his behalf collected the rent of the demised premises and any notice set by registered post shall be deemed to have been served within three (3) days following the day on which it is posted.



4. The stamp duty advocate's fees and others expense in connection with the preparation of this lease shall be borne by both parties.

5. FORCE MAJEURE:

- (i) No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contagious diseases, accidents, fire strong winds, floods, earthquake, or because of any law, order, proclamation regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control;
- (ii) Of the part affected, **PROVIDED** that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is given within the shortest possible period.
- (iii) As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both of the parties hereto be prevented from

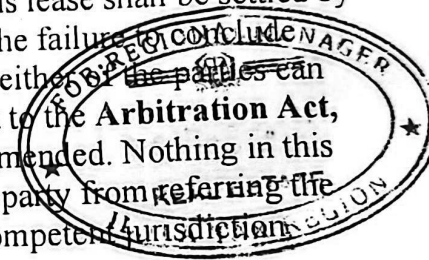
fulfilling its obligation by a state of force majeure lasting more than six (6) months, the parties shall consult with each other and determine on the future performance of this agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

6. GOVERNING LAW

This agreement shall be construed and implemented in accordance with the laws of the United Republic of Tanzania.

7. DISPUTE RESOLUTION

All disputes or differences concerning this lease shall be settled by the parties amicably and in the event of the failure to conclude settlement within **Thirty (30) days** than either ~~of the parties~~ can refer the dispute for Arbitration pursuant to the **Arbitration Act, [CAP. 15 R. E. 2002]** as subsequently amended. Nothing in this clause shall be deemed to prevent either party from referring the matter to adjudication to the courts of competent jurisdiction.



IN WITNESS WHEREOF the parties hereto have duly executed these presents on the dates and the year and in the manner hereinafter appearing.

FOR THE LANDLORD

SIGNED and DELIVERED at Dar es Salaam by the Said M/S ROYAL TEXTILES LIMITED who is known to me to personally the latter being known to me personally this 1st day of December 2025.

Names: KAMOR KHAMSI

Signature: [Signature]

Address: INDINA GANDVI STREET, P.O. BOX 78

Designation: DIRECTOR



FOR THE TENANT

SEALED with the COMMON SEAL of the said M/S USS GRAPHICS COMPANY LIMITED and DELIVERED at Dar es Salaam in the presence of us this 1st day of December 2025.

Names: SURIBABU PARUCHURI

Signature: [Signature]

Address: K. KOO; DSM

Designation: DIRECTOR



[Signature]

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