

THE UNITED REPUBLIC OF TANZANIA

DATED THIS.....29.....DAY OF.....06.....2025

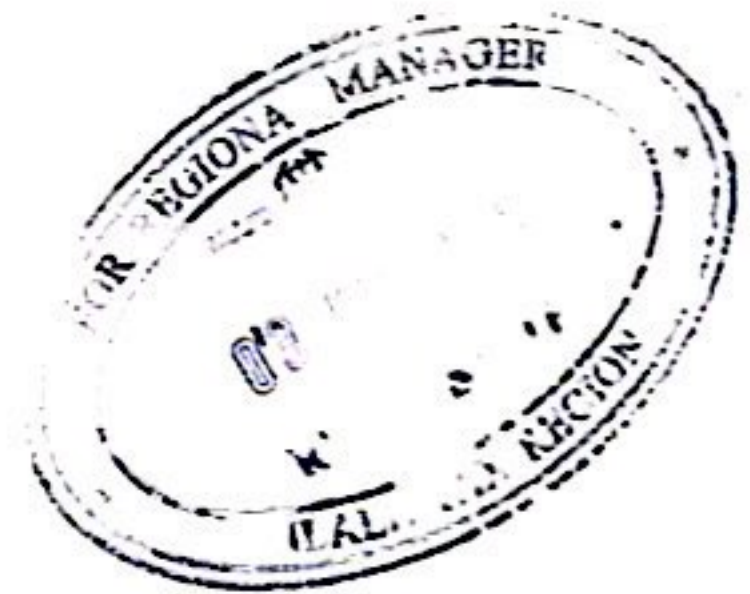
**LEASE AGREEMENT**

**BETWEEN:**

**MAYLIN TANZANIA LIMITED**

**AND**

**VOLSMART LIMITED**



**FOR THE LEASE OF A WAREHOUSE LOCATED ON PLOT NUMBER NO. 48607 AT KISARAWA AREA, KIGAMBONI MUNICIPALITY, DAR-ES-SALAAM**

## LEASE AGREEMENT

This Agreement is made this 29 day of 06 2025.

### BETWEEN:

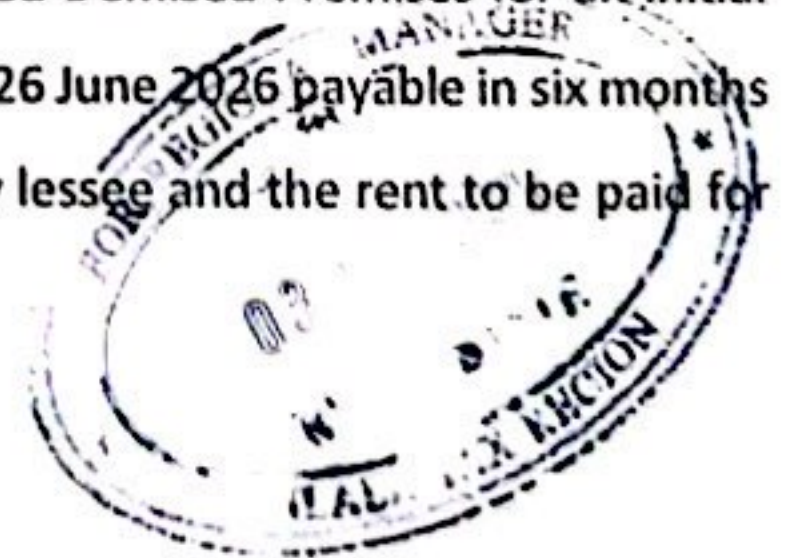
**MAYLIN TANZANIA LIMITED**, a private company incorporated under the laws of Tanzania, whose registered Certificate of Incorporation No 18393492, incorporated under the laws of Tanzania, whose registered office is located at Kigamboni Plot No 48607 Kisarawe street, P. O. Box 32080 Dar-es-Salaam, (hereinafter referred to as "the Lessor" ), which term shall, where the context requires, include her successors in title and assigns of the other party.

### AND

**VOLSMART LIMITED** is a private company incorporated under the laws of Tanzania, whose registered office is located at Hofu Kage, District, P.O. Box 13902, Dar-es-Salaam, (hereinafter referred to as "the Lessee"), which term shall, where the context requires, include her successors in title and assigns of the other party.

### WHEREAS:

- A. The Lessor is leasing to the lessee space size of 750 Sqm in a Leased Warehouses Building and Rear Open Space situated on Plot No. 48607 KISARAWA AREA, at KIGAMBONI MUNICIPALITY, DAR-ES-SALAAM REGION, is desirous of letting the same by way of Lease (hereinafter referred to as the "Demised Premises").
- B. The Lessor has agreed to let to the lessee the above-mentioned Demised Premises for an initial period of one year commencing from the 26<sup>th</sup> June 2025 to the 26 June 2026 payable in six months in advance, after the lapse of six the Rent shall be reviewed by lessee and the rent to be paid for the remained period of six months



- C. This Lease Agreement might be renewable at the option of the Lessee upon request by the Lessee, subject to the terms and conditions to be outlined at the respective time.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH THE FOLLOWING:**

**1.0 TERM OF THE TENANCY**

- 1.1 That in pursuance of the said Agreement and in consideration of the rent hereby reserved and the Lessor's covenants hereinafter mentioned, the Lessor will let and the Lessee will take the Demised Premises, for one year commencing from the 26<sup>TH</sup> JUNE 2025 up to the 26<sup>TH</sup> JUNE 2026
- 1.2 The Lessor will at the written request of the Lessee make three (3) months' Notice before the expiration of the term hereby created, (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee herein contained at the expense of the Lessor, extend the Lease of the Demised Premises for a further term as the Parties may mutually agree.
- 1.3 If the Lessee fails to pay the six-month rent in advance as agreed herein, then it will be subject to a penalty as per the commercial bank lending interest rate per month as interest payment on the overdue rentals from the due date till payment.
- 1.4 If the Lessee fails to pay the rent for one month consecutively, then the Lessor is at liberty to terminate this Lease agreement and let out the demised premises to other interested Lessees after issuing a reasonable notice.

**2.0 RENT PAYABLE**

**2.1 Monthly Rent**

The monthly rent for the leased premises shall be Tanzanian Shillings (TSH) 1,875,000 only calculated based on the leased area of 750 square meters at a rate of TSH 2,500 per square meter. The total rent for the first six (6) months, amounting to TSH 11,250,000, shall be paid in full on the date of signing this Agreement. The remaining balance of TSH 11,250,000, covering rent for the subsequent six (6) months, shall be paid upon the expiration of the initial six-month period.



## **2.2 Withholding Tax and Statutory Deductions**

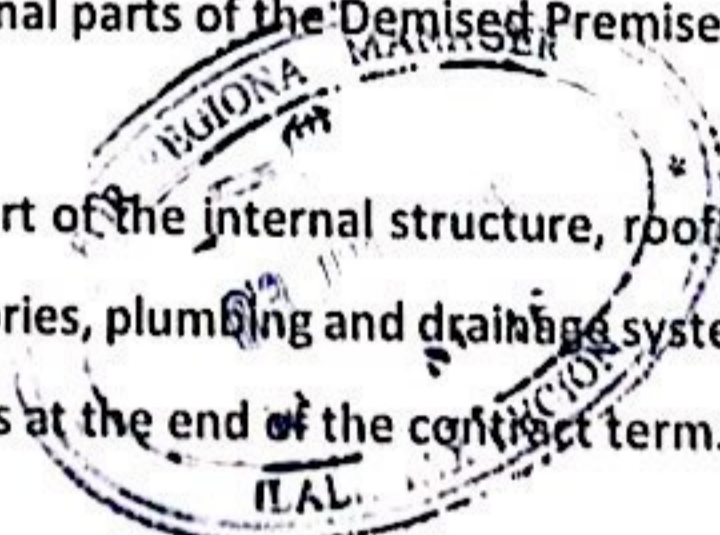
The Lessee shall be responsible for paying **10% (ten percent) withholding tax** on the rent amount, in addition to the rent, by the applicable laws of Tanzania. This tax shall be paid directly to the Commissioner of Income Tax. Any other statutory deductions, if applicable, shall also be made as required by law.

## **2.3 Mode of Payment and Tax Documentation**

The full rent amount shall be paid to the Lessor by **bank transfer or cheque** into the Lessor's designated bank account, as may be communicated to the Lessee from time to time. The Lessee shall provide proof of payment of the withholding tax to the Lessor within **twenty-one (21) days** from the date of each rental payment.

## **3.0 LESSEE'S COVENANTS**

- 3.1 TRA Domestic Revenue (Stamp Duty) 1% or Lease Agreement registration Charges or any other tax will be paid by 'The LESSEE' and to pay the rent in the manner aforesaid.**
- 3.2 To pay for all water, sewerage, electrical, and any other charges covered by this agreement and any renewal thereof. Any amount of charges or bills that may fall in arrears at the end of this lease Agreement will be payable by the lessee.**
- 3.3 Lessee to bear costs for any breakdown and maintenance of electrical, water & sewerage, roofing, main structure, walls, ceilings, floors, foundations, and electrical wiring, plumbing, and drainage system in the Demised Premises**
- 3.4 At all times to keep the interior of the Demised Premises and appurtenances thereof, including doors, fixtures, electric wires and fittings, pipes, and the painting in good repair and condition throughout the said term and without prejudice to the generality of the foregoing covenants to clean regularly the internal and external parts of the Demised Premises.**
- 3.5 The Lessee will not be allowed to remove any part of the internal structure, roofing, walls, ceilings, floors, foundations, electrical wiring and accessories, plumbing and drainage system, or any other installation that can cause damage to the premises at the end of the contract term.**



- 3.6 To be responsible for and to indemnify the Lessor against all damages occasioned to the Demised Premises or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default or negligence of the Lessee or the servants, licensees or invitees of the Lessee.
- 3.7 The Lessor will not be responsible for any breakdown or failure of power and water supply due to any reason.
- 3.8 Not to assign, sublet, to construct, to renovate, underlet, or part with possession of the Leased premises or any part thereof without the written consent of the Lessor.
- 3.9 Not to erect any other building structure, pipe, partition, wire nor to make or suffer to be made any alteration nor to commit or permit or suffer any waste, or injure any of the roofs, walls, timber, wires, pipes, drains appurtenances, fixtures or fitting thereto. PROVIDED ALWAYS THAT the Lessee shall subject to prior consent in writing of the Lessor which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or improvement in addition to the Demised Premises as may be necessary and convenient to the Lessee in the use of the Demised Premises.
- 3.10. To permit the Lessor and its agents, at all reasonable times of the day and upon Prior notice to the Lessee or immediately in case of need, to enter upon the Demised premises for:-
- 3.10.1 To view the state and condition of the Demised Premises and upon discovery of any defects, or wants of reparation, the Lessor shall give to the Lessee a notice in writing to repair and make good the same.

PROVIDED THAT, if the Lessee shall not within the period specified in the written notice commence and proceed with execution of the work specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the Demised Premises and execute such repairs and works. The cost (which expression shall include but not be limited to all legal costs, and surveyors' fees and other expenses whatsoever attended thereon) shall be debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action.

- 3.11 Not to store, bring upon the Demised Premises, or build any articles of combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the Demised premises or building.
- 3.12 Not to remove or demolish any Electrical part, any fixed structure, or any additional construction built by the Lessee during the lease Period at the termination of this Lease Agreement.
- 3.13 To indemnify the Lessor against all claims, actions, and proceedings by the staff or invitees of the Lessee in respect of any loss, damage, or injury.
- 3.14 Not to use or suffer to be used the Demised Premises or any part thereof for any other purpose other than the business of the Godown.
- 3.15 Not to do or permit to be done anything whereby the policy of insurance of the Demised Premises may become void or voidable.
- 3.16 To yield up the premises with the fixtures and fittings and conditions thereto (Lessor's fixtures exempted) at the end of the said term in good and substantial repair and condition (fair wear and tear exempted) to the Lessee in accordance with the covenants hereinafter contained.
- 3.17 At all times during the continuance of the tenancy hereby created, to comply with all laws, acts, rules, regulations, or by-laws now or hereafter enacted, passed, made, or issued by the Government of the United Republic of Tanzania or any local or other authority concerning the occupation conduct, or the user of the Demised Premises.
- 3.18 To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessee as a consequence of every breach or non-observance of the Lessee's covenants herein contained, and to indemnify the

Premises or in the said building.

5.2 It is hereby declared that each of the Lessee's covenants herein contained shall remain in full force both at law and in equity, notwithstanding that the Lessor shall have waived or released temporarily or permanently, revocable or irrevocably or Otherwise, howsoever a similar covenant or similar covenants affecting other adjoining or neighboring premises for the time being belonging to the Lessor.

5.3 Nothing herein contained shall confer on the Lessee any right to the benefit of or to enforce any covenant or agreement contained in any Lease or other instruction relating to any other part or parts of the said building or to any other premises belonging to the Lessor to deal with the same now or at any time thereafter in any manner which may be thought fit.

## **6.0 SIGN BOARDS**

The Lessee shall be permitted, at its own expense and cost, from the Commencement Date of this agreement to fix thereof, upon any reasonable disposition of the Demised Premises, to affix a sign board showing the name and occupation of the Lessee on the Demised Premises in such manner in each case as shall conform with the municipal by-laws as to size, type, colour and placing, the Lessor shall be responsible for payment of all Government Taxes, levy related to the signed board.

## **7.0 INSURANCE; INDEMNITY**

### **7.2 Insurance – Lessee**

The Lessee shall maintain a comprehensive property and liability insurance program for the demised premises.

### **7.2 Lessee -Indemnity**

The Lessee shall indemnify, defend and hold harmless Lessor and its officials, employees, agents from and against, and pay, reimburse and fully compensate as the primary obligor

the Lessee indemnitee for, any and all claims, damages, liabilities, costs and expenses arising from Sub-Lessee's use of the Demised Premises (but specifically excluding any liability arising from hazardous substances, existing on, in, under or adjacent to the Demised Premises as of the Effective Date of this Lease or transported onto the Demised Premises by third parties not acting on behalf of Lessee or with Lessee's authorization), or arising from any uncured breach or uncured default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease.

### **7.3 Lessor Indemnity.**

Lessor agrees to indemnify and save Lessee and its employees and agents harmless against, and pay, reimburse and fully compensate as the primary obligor Lessee for, any and all claims, damages, demands, liabilities, costs and expenses for injury to or death of persons or property damage, arising from the negligence or wilful misconduct of Lessor or the negligence of its agents, contractors or employees in or about the Demised Premises, or arising from any uncured breach or uncured default in the performance of any obligation of Lessor's part to be performed under the terms of this Lease.

### **7.4 Actual Damages**

Notwithstanding any other provisions in this Lease to the contrary, neither party, shall be liable to the other for consequential or indirect loss or damage, including loss of profit, loss of use, loss of operating time, loss of revenue, increased costs of producing revenues, cost of capital, or loss of goodwill, on account of any defaults or breaches under this Lease. The parties further agree that the waivers and disclaimers of liability, indemnities, Leases from liability, sole remedy provisions and limitations on liability expressed in this Lease shall survive termination or expiration of this Lease, and shall apply (unless otherwise expressly indicated), whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability, or breach of warranty of the party indemnified, Leased or whose liabilities are limited, and shall extend to the partners, officers, directors, elected officials, board Members, employees and agents and related or affiliated

entities of such parties and their respective partners, directors, officers and employees.

## **8.0 TAXES**

The Lessee shall pay the real Land Rent taxes for the Premises. As used herein, the term "Real Land rent tax" shall include any form of real estate tax or assessment, general, ad valorem, special, ordinary or extraordinary, and any license fee, commercial rental tax, sales or use tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Lessee's Leasehold interest or the Demised Premises or any portion thereof by any authority having the direct or indirect power to tax, including the City, government, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Lessee in the Demised Premises or in any portion thereof, but does not include any income tax or tax against Lessor's right to rent or otherwise receive income therefrom.

## **9.0 REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**9.1 The Lessor represents and warrants to the Lessee as follows:**

- (a) The Lessor has taken all actions required and has full power, and the Authority enters into this Lease;**
- (b) The person executing and delivering this Lease on Lessor's behalf is acting under proper authorization, and this Lease is a valid, binding, and enforceable obligation of the Lessor.**
- © As owner of the Premises, Lessor remains responsible for any cleanup, remediation or damages associated with any Pollution found to exist on, in, under, or adjacent to the Premises as of the Effective Date.**

**9.2 The Lessee represents and warrants to the Lessor as follows:**

- (a) The lessee is a company duly organized, validly existing, and in good standing under the laws of Tanzania with the necessary corporate power and authority to enter into this Lease;**
- (b) The person executing and delivering this Lease on Lessee's behalf is acting according to proper authorization and that this Lease is a valid, binding, and enforceable obligation of the Lessee.**

## **10.0 NON-INTERFERENCE AND USE**

**10.1 The Lessor covenants and agrees not to construct (or permit the construction of) any improvements on, under or over the Premises that would interfere with Lessee's use of the Premises as permitted herein.**

**10.2 The Premises shall be used by Lessee (and any permitted assignees or transferees of Lessee) to conduct business as conducted by Lessee during the Term of this Lease. Lessee shall comply with all laws, permits, and approvals in the use of the Premises.**

## **11.0 FURTHER DECLARATION**

**11.1 It is hereby further agreed and declared between the Lessor and the Lessee If the Lessee desires to vacate the Demised Premises during the period of this Lease, the rent already paid shall not be refunded. If the Lessee is no longer interested in renewing the Lease, shall give two months (2) notice in writing or pay two months' rent as damages instead of such notice.**

**11.2 Registration charges and other expenses in connection with or incidental to the Preparation of this Lease shall be borne equally by the parties.**

**11.3** The Lessee will not be allowed to remove any part of internal structure, roofing, walls, ceilings, floors, foundations, electrical wiring and accessories, plumbing and drainage system, or any other installation that can cause damage to the premises at the end of the lease term.

## **12.0 FORCE MAJEURE**

**12.1** 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, political unrest, terrorism, contagious diseases, accidents, fire, strong winds, floods, earthquake, 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.

**12.2** 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 their obligations 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 damages from the other party because of the occurrence of force majeure.

## **13.0 TERMINATION**

**13.1.** This Agreement shall be terminated in the following circumstances:

**13.1.1** On the expiry of the Lease term herein reserved, unless the Parties mutually agree in writing to renew it.

**13.1.2** By written consent of both Parties

**13.1.3** By the Lessor, if the Lessee fails to fulfil any of its obligations or commits any other breach of the terms of this Lease Agreement, which is incapable of being rectified by the provisions of this Agreement.

13.1.4 If the Lessee is declared insolvent.

13.2 If the Lessee gives a notice of termination and the Lease is still subsisting, then the annual rent remaining for the remainder of the term shall become and due and payable until the Lessee vacates the Demised Premises.

13.3 Without prejudice to any other provision of this Agreement, if this Agreement terminated all obligations of the Parties under this Agreement shall automatically, terminate with no further act or conduct being necessary or required on the part of any such Party, or any liability of any such Party, and each of the Parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in each case:

13.3.1 Such termination shall not constitute a waiver by any Party of any obligation of the other Party that by its terms shall survive such termination under this agreement

13.3.2 Such termination shall not constitute a waiver by any Party of any claim it may have for actual damages caused because of, or relieve any Party from Liability for any breach of this Agreement before termination.

13.3.3 If the lessee fails to pay the agreed amount in this tenancy on the agreed date, the lessor shall terminate this tenancy.

13.3.4. If the lessee pays the agreed amount and leaves before the expiration of six months, the lessee shall not be refunded, and the lessor shall terminate this tenancy.

#### **14.0 NOTICES**

The Parties choose as their places of domicile for their respective addresses set out in this clause for purposes of giving any notice, the serving of any process, and for any other purposes arising from this Agreement, as follows:

**The Lessor:**

**MAYLIN TANZANIA LIMITED**

Plot No 48607

P.O.

Dar- es-Salaam

Tanzania.

Attention:

Telephone number: 0746263921

Email: HENDVATE@gmail.com

Lessee:

### **VOLSMART LIMITED**

P.O. Box.....1392.....

Dar- es-Salaam, Tanzania

Tanzania.

Attention:

Telephone number: 0761526666.....

Email: HEZE55568@gmail.com



### **15.0 NON-VARIATION**

The terms and conditions of this Agreement shall be fixed for the whole duration of The Lease Term and should either Party wish to modify and/or amend any conditions of this Agreement, the such shall confirm in writing and mutually signed and accepted by both Parties.

### **16.0 SEVERABILITY**

If any provision of this Agreement is held to be void or unenforceable by or as a result of the determination of any court or other authority, which decision is binding upon the Parties, the Parties agree that such determination shall not result in the nullity or unenforceability of the remaining provisions of this Agreement. The Parties further agree to use their mutual best efforts to replace such void or unenforceable provision in a manner that will achieve, to the extent possible, the

economic, business, or other purposes of the said void or unenforceable provision.

#### **17.0 INDULGENCES**

No relaxation, extension of time, latitude or indulgence which either party may show, grant or allow to the other shall in any way constitute a waiver by the grantor of any of the grantor's rights in terms of this Agreement and the grantor shall not thereby be prevented or stopped from exercising of any of its rights against the grantee which may have then already arisen or which may arise thereafter.

#### **18.0 WHOLE AGREEMENT**

This Lease Agreement constitutes the whole agreement between the parties, and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties. No party shall be bound by any express or implied term, representation, warrant, promise, or the like recorded herein, whether it included the contract or not.

#### **19.0 GOVERNING LAW**

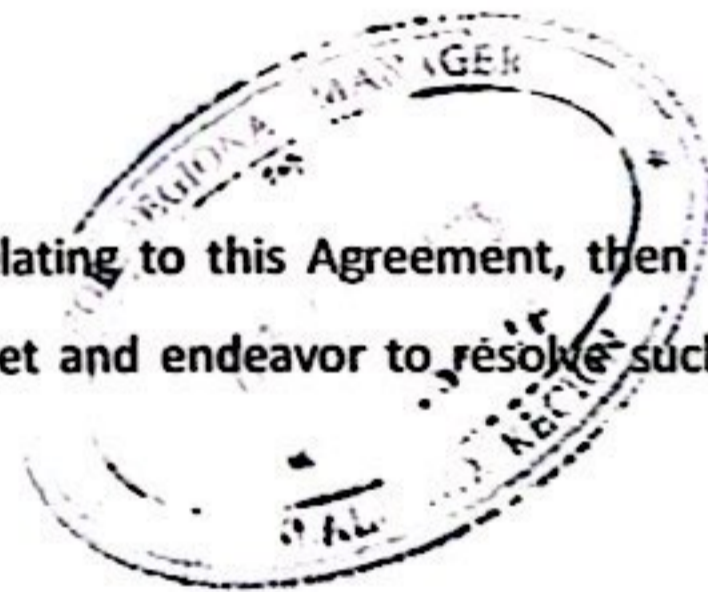
This Agreement and its performance shall be governed and construed in all respects by the Laws of Tanzania.

#### **20.0 DISPUTE RESOLUTION**

20.1 In the event of any dispute between the parties relating to this Agreement, then a person nominated by each of the parties shall be obliged to meet and endeavor to resolve such dispute through good faith negotiations.

20.2 In the event of the dispute not being resolved within thirty (30) days of their meeting, then the dispute shall be referred to court.

**IN WITNESS HEREOF**, the Parties hereto have executed these presents on the day and year and in the manner hereinafter appearing.



**THE LESSOR:**

SEALED within the Common Seal of  
MAYLIN TANZANIA LIMITED

in our *al*

this \_\_\_\_\_ day of ..... 2025



Signature: *王艳洁*

Name *Wang Yan He*

Designation: .....

Signature: .....

Name: .....

Designation: .....

**BEFORE ME:**

Name: *MARYAMA MUKOSI*

Signature: *[Signature]*

Postal Address: *22080 DSM*

Qualification: **NOTARY PUBLIC**



**THE LESSEE:**

SEALED within the Common Seal of  
VOLSMART LIMITED

in our presence

this \_\_\_\_ day of June 2025



Signature: 何译

Name: HEZE

Designation: Manager

Signature: .....

Name: .....

Designation: .....

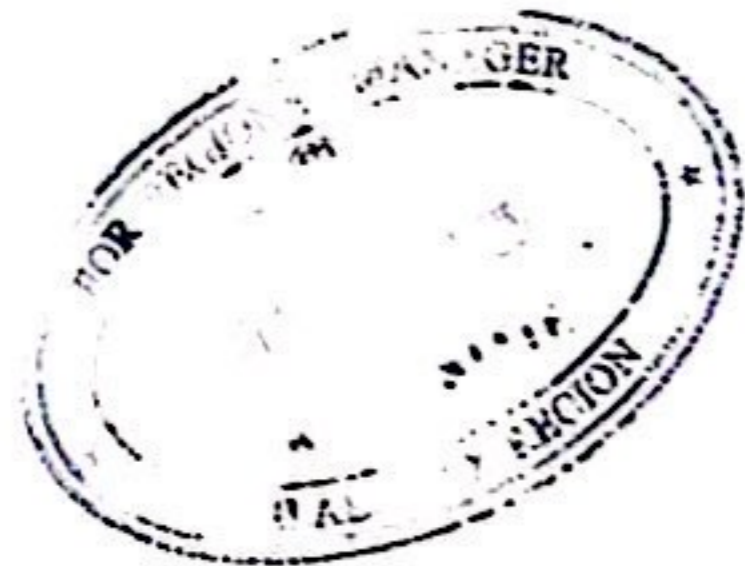
BEFORE ME:

Name: MARINA LYAMBAS

Signature: [Signature]

Postal Address: W. 8. 0. m

Qualification: NOTARY PUBLIC



Copy: 1500

\*\*\*START OF LEGAL RECEIPT\*\*\*

WINSTLAW ATTORNEYS  
P.O. Box  
DAR ES SALAAM  
TANZANIA  
TEL: +255 752 990 001  
TIN 147882440  
URN 40314621L  
SERIAL NUMBER 03T2443014504  
UIN 01181M  
-1107015121478824400312443014504

TAX OFFICE KINOHONI

CUSTOMER NAME  
MAYLIN TANZANIA LIMITED  
CUSTOMER ID TYPE BUYER'S TIN  
CUSTOMER ID 166443362  
CUSTOMER URN 40318833E

RECEIPT NUMBER 351  
ZNo 1/0396  
DATE 30-06-2025 TIME 09:34:26

ECR: 01 OP: 01

LEGAL CONSULTANCY 50'000.00 A

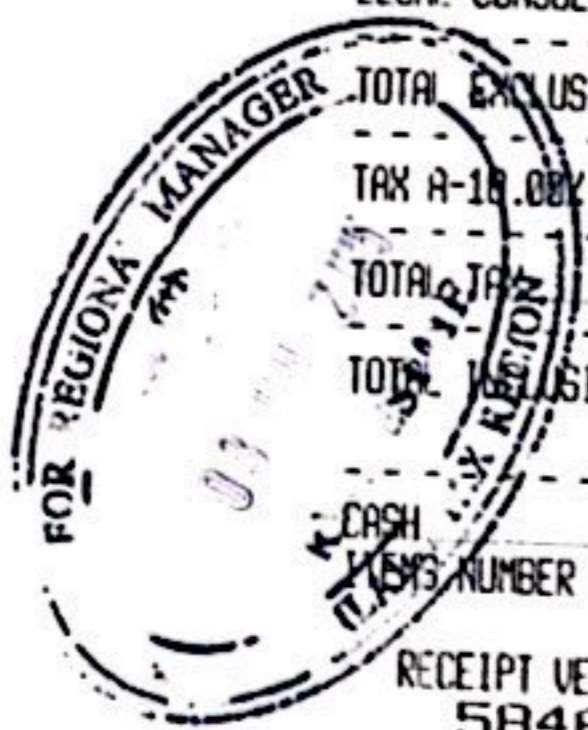
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TAX A-10.00% 7'627.12

TOTAL TAX 7'627.12

TOTAL EXCLUSIVE OF TAX  
50'000.00

CASH 50'000.00  
KEYS NUMBER 1



RECEIPT VERIFICATION CODE  
5846FC351



\*\*\* END OF LEGAL RECEIPT \*\*\*

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