

LEASE AGREEMENT

Entered into by and between

JOHN DULLIP LAMBA
OF PO. Box 6550
Dar-es-salaam
TANZANIA
TIN NO: 101 923 231
(Here in called the "Landlord")

AND

ALEKA HOLDINGS LIMITED
P o Box 63217
Dar-es-salaam
TANZANIA
TIN:137 644 169
(Here in called the "Tenant")

The Landlord agrees to let (Squire Meters 660 at \$3 each), and Tenant agrees to hire and hereby lease the Warehouse located at Plot No. 44 Block D, Mikocheni (ITV Junction), Dar-es-Salaam.

1. PERIOD OF LEASE

- 1.1. The Lease shall commence on 01 December, 2019 to 31 May 2040
- 1.2. Either party be able to terminate the Lease Agreement before the expiry date by giving each other Three Months Notice in writing which Notice should be received by the other party by 12 noon on the 1st business day of the month in which such Notice is to apply.

2. RENTALS

The tenant shall pay rent to the Landlord \$23,760.00 per annum. The rent will be paid in Six Months in advance \$11,880.00

3. USE OF PREMISES

The premises shall be used solely by the Tenant and only for the purpose of Warehouse .The Tenant shall not use the premises for any other purpose without the Consent of the Landlord in writing.

4. **TENANT'S RESPONSIBILITIES**

- 4.1. The Tenant shall not be responsible for any structural defects, which may occur in the Hall.
- 4.2. The Tenant shall keep his/her property adequately insured against risk of loss or damaged by fire.
- 4.3. The Tenant shall have the right to assign their interest in this Lease or to sublet the premises or any portion thereof or permit or allow any other person/company the use of or occupation of the Hall or any portion thereof without the need of the written or verbal consent of the Landlord. Subleasing does not release the Tenant from Agreement terms including paying rent.

5. **MAINTENANCE OF PROPERTY**

- 5.1. The Tenant shall maintain the property in good condition, fair wear and tear expected.
- 5.2. The Tenant shall not be responsible for any damages caused by act of God, unless they have been caused by some willful or negligent act or omission on the part of the Tenant's representatives, However the Tenant shall be responsible for damages arising from forced entry or attempted force entry or theft or burglary and shall at his own cost make good such damage.
- 5.3. At the termination of this Lease for any reason whatsoever
- 5.4. The Tenant shall not make any additions or alterations whatsoever to the Hall without the prior written consent with the Landlord provided that should the Landlord grant such consent then and in any event such additions or alterations shall be effected to the Tenants own costs.

6. **BREACH**

In the event of the Tenant

- 6.1. Fails to pay the rent at the agreed time the rent becomes due; or
- 6.2. Committing any breach of any other conditions of this Lease and failing remedy, such breach within seven days of written notice by the lesser to the lessee to do so.
- 6.3. The Landlord shall be entitled to cancel this lease and to enter leased premises and take possession of the property without prejudice to the Landlords rights to recover from the Tenant any arrears of rent due or damage suggested by reason of any breach

7 VARIATION OF THE LEASE

This Agreement is the whole agreement between the Landlord and the Tenant have been or warranties, guarantees, representations or conditions precedent save as are specifically recorded, no alterations or variation of this lease shall be of any effect unless in writing and signed by both parties.

8. WAIVER OF RIGHTS

The rights of the parties under this lease shall not in any way be prejudiced by any extension of time or other indulgences which may be granted by one party to the other in respect of the performance of any of the other party's obligations in terms of the lease.

SIGNED AT DAR-ES-SALAAM ON THIS DAY OF

1. *[Signature]*
.....
MR. JOHN SALVATORY LAMBA

2. *[Signature]*
.....
MRS. EVA JOHN LAMBA

LANDLORDS

A. Mwanu
..... :
ALEKA HOLDINGS LIMITED

TENANT

STAMP DUTY
Shs: 546480/- Collected
Receipt No: 2128396 Date: 24/09/2020
Regional Manager: *[Signature]* Karimoo

AS WITNESS

1 NAME AND SIGNATURE *VIOEN RUMI* *[Signature]*

2 NAME AND SIGNATURE *[Signature]* **PACCA MWIYONBERA**