

LEASE AGREEMENT

BETWEEN

ELON TANZANIA GROUP COMPANY LIMITED

AND

TANZIL HUSSEIN MUCCADAM

This AGREEMENT is made on this 20th day of JAN 2020

BETWEEN

TANZIL MUCCADAM whose address is Postal Office Box Number 4096 Dar es salaam, Tanzania (hereinafter called the “**Lessor**” which expression shall where the context so admits, include its successors and assign in title) of the one part,

AND

ELON TANZNAIA GROUP COMPANY a limited liability company incorporated under the laws of the United Republic of Tanzania whose address is Postal Office Box Number 11600 Dar es salaam - Tanzania (hereinafter called the “**Lessee**” which expression shall where the context so admits, include its successors and assign in title) of the other part,

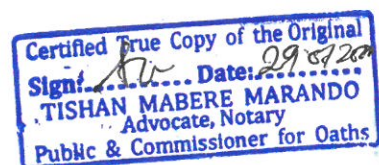
INTRODUCTION

- A. **WHEREAS**, the Lessor is the owner of the land located on Plot No.71BLOCK UPANGA ROAD in Dar es salaam (hereinafter referred to ‘The Property’),
- B. **WHEREAS**, the Lessee is desirous of entering into a LONG TERM LEASE AGREEMENT for business/commercial use purposes (hereinafter referred to as ‘The Lease’) of said property on the terms and conditions here-in-after appearing,
- C. **AND WHEREAS**, the parties desires to enter in to the lease agreement of the property;

NOW THIS AGREEMENT witnesseth as follows:-

ARTICLE ONE

1.0 DEFINITIONS



1.1 In this agreement unless the context otherwise provides:-

- “Agreement” Means this **Lease Agreement** between the parties of the said property;
- “Consideration” Means sum of **Five hundred thousand (Tshs 500,000/-)** (hereinafter referred to ‘rent’), whereby the Lessee shall pay the sum of **Tanzanian shillings five hundred Thousand (Tshs 500,000/-)** per month as the property rent per month;
- “Law” Means the laws of the United Republic of Tanzania;
- “Lease Period” Means the tenure of this Lease Agreement which is for a total period of three (3) years, effective from 20th January 2020 (Commencing date) to 19th January 2023 (expiry date)
- “Parties” Means the signatories to this Agreement and or their validly constituted representatives authorized to sign this Agreement;
- “Property” Means the land located on **Plot No. 71 upanga road** in ilala Municipality subject to this lease.

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

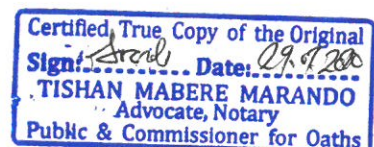
1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing Persons shall include Companies.

ARTICLE 2

2.0 THE PROPERTY & PURPOSE

Means the ground floor offices of the premises located on **Plot No. 71 - Upanga road** in **Ilala municipality** that the Lessor intends to use for the running and operation of its business.

ARTICLE 3



3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1 The agreed rent is **Tanzanian shillings Five hundred thousand (Tshs 500,000/-)** per calendar month for the three (3) years of the Lease.
- 3.2 The rent shall be paid in two installments, into effect respectively on every six months.

ARTICLE 4

4.0 LESSOR'S COVENANTS

The Lessor hereby covenants with the Lessee as follows:

- 4.1 To do all such things to enable and ensure that this lease agreement is registered with the Registrar of documents.
- 4.2 That he has the powers of leasing the property, and that he has a good and subsisting right, title and interest, and with full powers to lease in the manner herein provided.
- 4.3 He has the power to enter into and perform her obligations under this Agreement and has taken all necessary actions to authorize the entry into and performance of this Agreement.
- 4.4 Nothing in this Agreement and any related documents shall make **Elon Tanzania Group company** limited liable in respect of anything done or omitted to be done in relation to this lease agreement and shall indemnify **Tanzil Hussein Muccadam** in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a party and party basis) which it may incur as a result of anything so done or omitted to be done.
- 4.5 The entry into and performance of this lease Agreement, does not conflict with any law or regulation or any official or judicial order governing the Lessor or to which the Lessor is subject to.
- 4.6 To give the Lessee a three(3) months grace period; the time of which shall count from the official date of handing over the

property, to enable the latter to carry out necessary refurbishments and sort out any incomplete affairs prior to the official commencement of its envisaged business.

- 4.7 In the event the business envisaged in this Agreement fails free of the fault of either party, the parties hereto shall fall back and resume their respective positions *status quo ante*. The Lessor shall retain the property and refund the remaining/unutilized consideration and as herein agreed.
- 4.8 The Lessor shall permit the Lessee to construct or erect and or modify the premises to suit its usage however prior application and approval shall be obtained and cost of construction to be agreed. The approval shall not be unreasonably withheld.
- 4.9 The Lessor shall permit the Lessee, its agents, its employees and such persons to enjoy quiet possession of the property in respect of any activity relating to and/or connected with the operation of the property business;
- 4.10 The Lessor shall be permitted to inspect the property upon giving the Lessee a written notice of intention to inspect the same.
- 4.11 The Lessor shall grant the Lessee the first right of refusal to renew the lease agreement at all times as long as the Lessee intends to remain in occupation.
- 4.12 The Lessor shall grant the Lessee the first right of option to purchase the property and propriety should they want to sell the property/premises. The price shall not exceed the prevailing market rate.
- 4.13 The Lessor shall remain solely responsible for taxes including withholding tax, land rate and any other payments including fees and taxes arising from or related to the property as accounted for by the Tanzania Revenue Authority except those related to the business of the Lessee.
- 4.14 The Lessor hereby authorizes the Lessee to attach fixtures, signs, insignia, and advertisements outside the property, provided the same shall not be detrimental to or inconsistent with the terms of

this Agreement or otherwise infringe the rights of neighboring premises. Such fixtures, signs insignia, advertisement intended to advance or to boost the purposes for which the property is to be used shall remain the property of the Lessee and may on termination of this Agreement be removed or otherwise sold to the Lessor at the prevailing market rate of similar objects.

- 4.15 The Lessor may grant the Lessee right to sublease/sublet; but only subject to prior information being given and with written consent.

ARTICLE 5

5.0 LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor as follows:

- 5.1 He has the power to enter into and perform its obligations under this Agreement and has taken all necessary actions to authorize the entry into and performance of this Agreement.
- 5.2 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms.
- 5.3 That he shall pay the said consideration in the manner provided herein or as shall be agreed in writing.
- 5.4 That he shall apply for and obtain all necessary permits and licenses from the relevant authorities for operating her business within the property.
- 5.5 To take out and maintain adequate insurance cover over all their assets located within the property,
- 5.6 The Lessee shall always keep the property in good condition.

ARTICLE 6

6.0 UTILITIES

- 6.1 The Lessee shall be solely responsible for payment of electricity and water bills connected with the property.
- 6.2 The Lessor hereby authorizes the Lessee to install and use at its own expenses a back-up silent power generator/Inverter, telecommunication system, security and security devices and water reservoirs, if needed. Prior written application and approval from the Lessor shall be required however approval shall not be withheld unreasonably.

ARTICLE 8

8.0 FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations in this Agreement where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

ARTICLE 9

9.0 DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

ARTICLE 10

10.0 MISREPRESENTATION

The parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

ARTICLE 11

11.0 COSTS AND FEES

Each party shall pay its own fees, charges, commission or taxes (if any) as shall be assessed and payable to any Government Organ or Legal Person arising from this Agreement.

ARTICLE 12

12.0 RIGHT TO REMEDIES

Without prejudice to any damages that may be claimed, if a fact or circumstance that gives rise to a supposed breach of this Agreement is capable of remedy by a Party, it shall not lead to the termination of this Agreement to the extent that such Party remedies the relevant breach in full within 60 (sixty) days following notification of the fact or circumstance by the other Party to this Agreement.

ARTICLE 13

13.0 CONFIDENTIALITY

Both parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and /or otherwise) arising from or in connection with this Agreement confidential and to treat such information with the highest of care.

ARTICLE 14

14.0 APPLICABLE & GOVERNING LAWS

This Agreement is governed by the laws of the United Republic of Tanzania. Any matters or questions arising in relation to its interpretation shall be interpreted in accordance with the laws of the United Republic of Tanzania.

IN WITNESS HEREOF, the Parties hereto have executed this **LEASE AGREEMENT** on the date and year first herein above written in the following manner:

signed by the said TANZIL HUSSEIN MUCCADAM
SIGNED and DELIVERED in my the presence
This 20th day of JANUARY 2020



LESSOR

Signed by the said LIN GUANGQING(DIRECTOR)
For ELON TANZANIA GROUP COMPANY LIMITED
and DELIVERED in my presence
this 20 day of JANUARY 2020



林广青

ELON TANZANIA GROUP COMPRESSEED
P.O. BOX 116000
DAR ES SALAAM

BEFORE ME;

Name TISHAN M. MARANDO

Signature [Handwritten Signature]

Qualification ADVOCATE

