
A LEASE AGREEMENT

BETWEEN

JOSHUA ERNEST MASAKA

AND

BROTHER TANGREN COMOANY LIITED

Plot No. 1947 Mkwawa Street
Oysterbay in Dares Salaam city

Drawn by:
M.S.Lebba G Co,Advocates
P.O. Box10189
Dar es Salaam



THE LAND ACT 1999

(Under the Land (Disposition of Right of Occupancy)
Regulations, 2001 Section 4(2)(e))

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this day of July, 2020

BETWEEN

JOSHUA ERNEST MASAKA of P.O. Box 60576 Dar es Salaam (hereinafter referred to as the "Lessor " which expression shall, where the context so admits, include his successors and assigns) of the one part.

AND

BROTHER TANGREN COMOANY LIMITED of P.O. Box 80506 Dar es Salaam (hereinafter referred to as the "Lessee " which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS

The Lessor is the registered owner of all that piece or parcel of land known as Plot No . 19 4 7 situated at Mkwawa Street, Oysterbay in Dar es Salaam city together with the main house and the outbuildings thereon (hereinafter called "the leased premises").

AND WHEREAS

At the Lessee's request and undertaking, the Lessor has agreed to lease out the leased premises to the Lessee for the lease period and on the lease terms and conditions hereinafter appearing:-

NOW THIS AGREEMENT WITNESSES as follows:-

1. The Lessor hereby demises unto the Lessee the leased and the Lessee takes the leased premises from the Lessor to HOLD the same for a lease period of three (3) years and two (2) month commencing from the 1st day of July, 2020 to



the 30th day of June, 2023 yielding and paying therefor during the lease term a yearly rent of TSH Thirty six million (TSH 36000000) at the rate of TSH Three Million (Tsh3000000) per month payable annually in advance. save during the initial two (2) months which are set aside for purposes of minor repairs and renovations to carried out by the Lessee on the leased premises at the Lessee's own cost.

2. The Lessee hereby covenants with the Lessor as follows :-

- a) To pay rent on dates and in the manner aforesaid;
- b) To pay and discharge all fees for sanitary removal, all rates and charges for use of water, electricity and telephone, security guard if any, in respect of the demised premises during the tenure of the lease;
- c) At all times to keep the interior of the demised premises and appurtenances thereof including doors, windows and other fittings, water drains and other pipes, electrical system and services therein, paintings and decorations thereof in good condition or substantially repaired condition; and to replace, at Lessee 's own cost, any breakages or damages to the assets therein;
- d) Not to assign, sublet or part with possession of the leased premises or any part thereof without the written consent of the Lessor provided no such restriction shall apply if the leased premises is being occupied by employees of the Lessee;
- e) Not to do or permit to be done on the leased premises anything whereby the insurance policy of the leased premises or building may be rendered void or voidable or the premium increased;
- f) To allow the Lessor, his agents or workmen to enter upon the leased premises at all reasonable times and view the state of repair;
- g) To use the leased premises for lawful residential-commercial purposes;



- h) Upon the expiry of the lease period or upon its sooner determination, the Lessee shall deliver up vacant possession of the leased premises to the Lessor in a good state of repair and decoration;
- i) At all times to keep the leased premises in a clean state of repair and condition and shall not make alterations thereto, or change its use without the prior written consent of the Lessor;
- j) To keep all furniture and other articles in the leased premises if any, in a goods state, except for a reasonable wear and tear.
- k) The Lessee shall take possession of the leased premises and carry out and complete within sixty (60) days renovations on the outbuilding to give it a Chinese architectural outlook for use as a Chinese restaurant and that all building materials, fixtures, fittings and decorative works to be used on the renovation works shall permanently remain the property of the Lessor.

3. The Lessor covenants with the Lessee as follows:-

- a) That the Lessee paying the rent hereby reserved and performing and observing the several covenants on its part herein contained shall peacefully and quietly hold and enjoy the leased premises during the lease term without any interruption by the Lessor or by any person rightfully claiming under or in trust for the Lessor;
- b) That this Lease shall expire after three (3) years and two (2) months from the commencement date of the lease provided that if the Lessee shall desire to extend the lease, in that case the Lessee shall submit a written request to the Lessor five (5) months before the expiration of the Lease and the parties hereto may extend the period of the lease for such lease period and on such terms and conditions as may mutually be agreed;
- c) Each party reserves the right to terminate the lease upon giving to the other party a notice of not less than three months without prejudice to the accrued rights of the parties;



d) To pay land rent and property tax in respect of the leased premises.

4. PROVIDED ALWAYS and it is hereby agreed as follows:-

a) If the rent hereby reserved or any part thereof shall be unpaid seven (7) days after becoming due and payable whether formally demanded or not, this Lease shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained;

b) If the Lessee shall commit any breach of the covenants herein before contained, in particular the Lessor may, after giving one (1) month's notice to the Lessee requiring the Lessee to make good the breach and the Lessee having failed to do so, re-enter upon the property and thereupon the lease agreement shall determine but without prejudice to the rights of the Lessor in respect of any antecedent breach by the Lessee of any of the covenants or the conditions herein contained;

c) Any notice under this lease shall be in writing notice to the Lessee shall be sufficiently served if left addressed in Tanzania and any notice to the Lessor shall be sufficiently served if sent to the Lessor by registered post or left at the Lessor's known address in Tanzania or served on any agent authorized by the Lessor to receive or who has in fact on the Lessor's behalf collected the rent for the leased premises;

d) Each party undertakes to advise each other immediately on change of business or postal address.

5. This Lease shall be governed and constructed in accordance with the Laws of Tanzania.

6. That subject to the Lessee's strict compliance with the Lessee's covenants contained herein, this lease Agreement shall automatically be renewed for another three (3) years from 1st July, 2023 to 30th June 2026 upon the same terms and conditions except the rent payable, which shall be increased by fifteen per cent (15%) of the rate applicable to the initial lease term.



IN WITNESS WHEREOF the parties hereto have caused their respective hands to be hereunto affixed the day and year first above written.

SIGNED and DELIVERED by the said JOSHUA ERNEST MASAKA who is known to me personally / ~~Identified to me by~~

~~the latter being known to me personally~~ in my presence this 1st day of July, 2020.

Ar's
LESSOR

(Witness)

Name:

Mark G. Lebba

Signature:

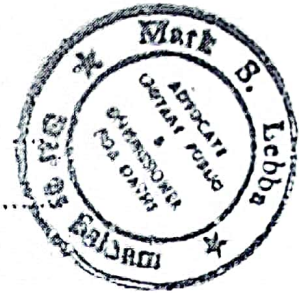
[Signature]

Postal Address:

P.O. Box 10498

Pan es Salaam
ADVOCATE

Qualification:



SEALED with the COMMON SEAL of the said BROTHER TANGREN COMOANY LIITED and DELIVERED in the presence of us this 1st day of 1 July, 2020

Name:

Liu Deng wei

Signature:

[Signature]

Postal Address:

Box 80506

D.S.M.

Qualification:

Name:

JIANG Hui

Signature:

[Signature]

Postal Address:

Box 80506

D.S.M.

Qualification:

Director

