

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the 1st day of October 2020

BETWEEN

STARWAYS GROUP LIMITED, a Limited Liability Company duly registered and existing in Tanzania and whose address for the purposes hereof is P.O. Box 72262, Dar es salaam, (hereinafter referred to as "**the Lessor**", which expression shall, unless the context requires otherwise, include its legal representatives, agents, assigns and successors in title) of the one part;

AND

MEDTRUST COMPANY LIMITED, a Limited Liability Company duly registered and existing in Tanzania and whose address for the purposes hereof is 2nd Floor, Oyster Plaza, Haile Selassie Road, Oyster bay, Kinondoni Dar es Salaam, Tanzania, (hereinafter referred to as "**the Lessee**", which expression shall, unless the context requires otherwise, include its legal representatives, agents, assigns and successors in title) of the other part;

WHEREAS

1. The **Lessor** is the lawful occupant of the premise that is located at Plot No 4-12, Block No G, in Mkuranga, Coast Region, Tanzania, (hereinafter referred to as "the demised premises").
2. The **Lessor** has agreed to lease the demised premises to the **Lessee** and the **Lessee** has agreed to rent the said demised premises from the **Lessor** to hold and use the same for commercial purposes on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

A. Term of the Lease: -

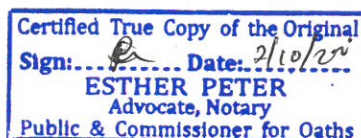
- a. The term of this agreement (Lease) is for the period of THREE years starting from 1st day of October 2020 to 30th September 2023 renewable for another term upon mutual understanding between the parties to this agreement.

B. Renewal of the Lease

At any such time not later than THREE months before this lease expires, the **Lessee** may serve a notice to the **lessor** signifying his intention to renew the term of the lease at the time of expiry of this lease, if he so wishes, under terms to be mutually agreed between both parties.

3. Rent

In consideration of the grant of the Lease to use the demised premises as aforesaid, the **Lessee** shall pay to the **Lessor** a monthly rent of United States Dollars Four Hundred for the 400 square meters whereby each square meter will be charged at USD 1.00 (VAT exclusive).



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The rent shall be payable every Six months in advance by the lessee to the lessor without any default

- (i) The rent for next six month to be paid at least one month prior to the next due date.
- (ii) The Lessor will deduct 10% from the total consideration to deposit withholding tax at the prevailing rate payable to the Tanzania Revenue Authority ("TRA") and produce copy to the lessee a **certified copy of receipt of payment of the same to the TRA.**
- (iii) The Lessee shall be responsible for payment of **STAMP DUTY** on this lease agreement and its counterpart.
- (iv) To pay during the said term the reserved rent punctually and in full without any deductions whatsoever.

4. Vacant possession of the demised premises.

The lessor undertakes to handover the demised premises to the lessee immediately upon execution of this lease and upon full payment of the rent.

5. The lessee hereby covenants with the lessor.

- (i) To pay all fees and other charges for the use of electricity, dawasco, security charges, telephone charges, and other public utilities charges in respect of the demised premises during the said term, excluding property tax hereinafter becoming payable in respect of the demised property.
- (ii) At all times to keep the interior of the demised premises and appurtenances thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decorations thereof in good repair and good condition.
- (iii) To permit the Lessor and its agents and other persons authorized in writing by the Lessor to enter into the demised premises at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained.
- (iv) To be responsible for and to indemnify the Lessor against all damages occasioned to the premises or any part of the adjacent premises or to any person caused by any act, omission, default or negligence of the Lessee, his servants, agents or visitors.

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Except for normal wear and tear and damages caused by force majeure.

- (v) Not to assign, sublet or part with the possession of the demised premises hereby demised without the written consent and permission of the Lessor.
- (vi) To comply with the City Council, Municipal Council and health, fire and safety regulations relating to the demised premises.
- (vii) To use the premises for the business licensed by the authorities and not to use the demised premises in any other way that would create nuisance, disturbance, annoyance, or damage to the neighbor's enjoyment of property or prejudice the interests of the general public.
- (viii) On the expiration of the lease term to deliver up the demised premises to the Lessor with all keys, locks and fasteners in good repair and condition, reasonable wear and tear accepted.

6. The Lessor Covenants with the Lessee as Follows:

- (i) To keep the exterior and main structure of the demised premises in good repair and on receipt of notice from the Lessee remedy the faults expediently.
- (ii) To pay all the site rates, land rents and other impositions during the said term.
- (iii) The Lessee paying the rent hereby agrees upon observing and performing the covenants and stipulations herein, on the part of the Lessee contained shall peacefully hold and enjoy the demised premises during the term created without interruption by the Lessor.

7. Lessees' default to pay Rent

Whenever any part of the rent hereby agreed upon shall be in arrears for one month after the due date or a breach of any of the covenants by the Lessee herein contained the Lessor shall send a seven days-notice to Lessee.

8. Termination of the Lease

The tenancy hereby created shall be determinable at the option of either party by giving the other party **three-month** notice in writing.

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9. Insurance.

The Lessor agrees with the Lessee that:

9.1 The Lessor shall keep property insured with reputable insurers to cover:

- (a) Full rebuilding, site clearance, professional fees, value added tax and three (3) years loss of rent.
- (b) Against fire, lighting, explosion, earthquake, landslip, subsidence, heave, riot civil commotion, aircraft, aerial devices, storm, flood, water, impact by vehicles, damage by malicious persons and vandals and any other risks reasonably required by the Lessor. So far as cover is available at the normal insurance rates for the locality and subject to reasonable access and exclusions.

9.2. The Lessee shall maintain its own insurance for the Lessee's business and its belonging/ goods carried on at the premises

9.3. The Lessor shall take all necessary steps to make good as soon as possible any damage to the property caused by the insured risks, except to the extent that the insurance money is not paid because of the Act or default of the Lessee.

9.4. The Lessor shall not be responsible for any damage for which the Lessee is compensated under the insurance policy.

10. Service of Notices

That any demand for payment or notice requiring to be made upon or given to the **Lessee** shall be sufficiently made or given if sent by the **Lessor** or its agents through the post by registered letter addressed to the **Lessee** at the demised premises, and that notice requiring to be given to the **Lessor** shall be sufficiently given if sent by the **Lessee** through the post by registered mail addressed to the **Lessor** at its address cited at the beginning of this lease AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.

11. Indemnity Clause

The Lessor shall indemnify, defend and hold harmless the Lessee and each of its affiliates from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by the Lessee or any of its affiliates as a result of, or in connection with, any third party claims to the extent caused, in whole or in part, by the fraud, gross negligence or willful misconduct of the Lessor or any of its affiliates in performing the services.

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12. Limitation of Liability

The Lessor shall be liable for all the debts, obligations and liabilities which arises in the course of performing its obligations under this agreement, and the Lessee shall not in any way be liable for any error of judgment or mistake of law or for any loss suffered by the Lessor in connection with the performance of this agreement, except for a loss resulting from a breach of the Lessee's obligations as provided by this agreement.

13. Confidentiality

It is understood and agreed that the terms and conditions of this Lease Agreement shall remain confidential. All principals, employees and representatives shall not discuss this Lease terms, rates, or conditions with any third party unless authorized by or requested to do so by the parties. Any breach of confidentiality by a party shall be deemed a material default hereunder and in which event, this Lease may be canceled at the option of the Landlord without prior notice or demand.

14. Force Majeure

The parties hereto shall be relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", riots, epidemics, pandemics, strikes, legal or governmental requirements, fire or other casualty, shortages of labor, fuel or materials or any act or order which is beyond the control of the party not in compliance; provided that it takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

15. Amendment of Lease

This Lease may not be altered, changed, or amended, except by an instrument in writing, signed by both parties. This agreement contains the entire agreement reached between the parties hereto and there are no other representations, agreements, or understandings of any kind, either written or oral, except as specifically set forth herein.

16. Waiver

Neither party's failure nor neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

A waiver or extension shall only be effective if it is in writing and signed by the party granting it.

17. Miscellaneous clauses

This Agreement constitutes the entire agreement and supersedes all previous or contemporary agreements or representations between the parties regarding this subject matter. This Agreements cannot be modified or waived unless in writing, signed by both of the parties (or their appointed designee).

If any term or provision of the Agreement is declared invalid, illegal, or unenforceable, all remaining provisions will continue in full force and effect.

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18. Governing Law and Dispute Resolution

This lease agreement shall be governed by the laws of the United Republic of Tanzania as amended from time to time

In the event of any dispute or claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto, such disputes or claim may be referred by either party to the court or tribunal in Dar es Salaam for adjudication or settlement.

IN WITNESS WHEREOF the Lessor and Lessee have hereto signed this deed on the day, month, year, and the manner as hereinafter appearing.

SEALED with the **COMMON SEAL** of the said
STARWAYS GROUP LIMITED
 in our presence on this 01st day
 of October, 2020



Full Name: LI WANG

Signature: [Handwritten Signature]

Postal Address: P.O. Box 72062 DSM

Qualification: DIRECTOR

Full Name: JIE TONG

Signature: [Handwritten Signature]

Postal Address: P.O. Box 72062 DSM

Qualification: GENERAL MANAGER

Assessment 15/09/2020

WHT (6 months)	240 USD
SD	48 USD
Total	288
	<u>507 USD</u> <i>5.000.000</i>
<i>5.000.000</i>	<i>(Dollar rate 2286.19</i>



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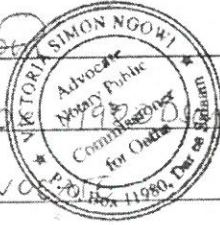
Before Me.

Full Name: VICTORIA SIMON NGOWI

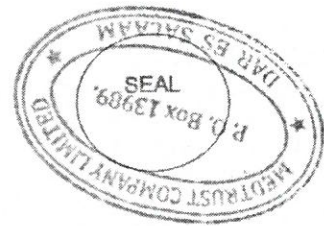
Signature: [Signature]

Postal Address: P.O. Box 11980, Dar es Salaam

Qualification: ADVOCATE



SEALED with the COMMON SEAL of the said MEDTRUST COMPANY LIMITED in our presence on this _____ day of _____, 2020



Full Name: [Signature]

Signature: [Signature]

Postal Address: 37016, DZ

Qualification: Director

Full Name: Frank Kifunda

Signature: [Signature]

Postal Address: P.O. Box 13989 DSM

Qualification: Director

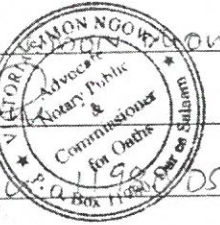
Before Me.

Full Name: VICTORIA SIMON NGOWI

Signature: [Signature]

Postal Address: P.O. Box 11980, Dar es Salaam

Qualification: ADVOCATE



Certified True Copy of the Original Sign: [Signature] Date: 7/10/2020 ESTHER PETER Advocate, Notary Public & Commissioner for Oaths