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DATE THIS DAY OF 2nd DECEMBER 2020

LEASE AGREEMENT

BETWEEN

**PLAZA INVESTMENT COMPANY LIMITED
(LESSOR)**

AND

BRIGHT ENDEAVORS NOW LIMITED

AGREEMENT FOR THE RENTAL OF AN OFFICE SPACE

LOCATED ON

PLOT NO.128 MIKOCHE NI AREA-DAR ES SALAAM

DRAWN BY:

**Benjamin Mtwanga, Advocate
Nyagawa & Co Advocates
Bagamoyo Road, Nyagawa House
Near Feza Boys School
P.O BOX 35813,
DSM**

LEASE AGREEMENT

This LEASE AGREEMENT is made this 2nd day of DECEMBER 2020

BETWEEN

PLAZA INVESTMENT COMPANY LIMITED, a limited liability company incorporated in Tanzania under the Companies Act (Cap. 212) of the laws of Tanzania of P.O. Box 20289 Dar es salaam (hereinafter referred to as “the Lessor”, which expression shall, where the context so admits, include its assigns, executors and other successors in title) of the One Part;

AND

BRIGHT ENDEAVORS NOW LIMITED, Owner of a Firm which duly registered under laws of Tanzania to carry on legal services of P.O. Box 1098 Dar Es Salaam (hereinafter referred to as “the Lessee”, which expression shall, where the context so admits, include its assigns, executors and other successors in title) of the Other Part

NOW THIS AGREEMENT WITNESSETH as follows:

PART A; THE LEASE

1. THE LEASE PERIOD, RENT & SERVICE CHARGE

IN CONSIDERATION of rent and mutual covenants hereinafter reserved and contained the lessor hereby demised unto the lessee all that area measuring 50SQM of the Ground Floor (herein after called the demised premises) of Mikocheni Plaza Situated on Plot Number 128 Mikocheni. Mwai Kibaki Road, Dar es Salaam, to be used as Children learning station. To HOLD the demised premises into the Lessee from 15th January 2021 for a term of Three (3) years subject nevertheless to provisions for renewal hereinafter contained which shall be agreed upon by both parties, yielding and paying thereof during the term of the lease.

i) CONSIDERATION

The rent of the demised premises shall be as follow

Period	Payment Terms	Amount Per Sqm (Usd)
First year	6 months basis	16.95 + VAT
Second year	6 months basis	19 + VAT
Third year	6 months basis	21 + VAT

- (a) The rent of the Demised Premises shall be USD 16.9 (United States Dollars Sixteen point nine only) per square meter payable cumulatively in advance for the Six (6) months, it being USD 5,085 (United States Dollars Five Thousand and Eight Five only). For the first year of the lease agreement.
- (b) For the second year of the Lease agreement the rent of the demised premises shall be USD 19 (United States Dollars Nineteen Only) per square meter.
- (c) The parties agree that the rent for the third year of the Lease Agreement shall be USD 21 (United States Dollars Twenty One only) per square meter.
- (d) The parties agree that the rent shall be payable on Six months basis throughout the Lease period.
- (e) That the lessee shall be required to pay a security deposit equivalent to one (1) month gross rent amounting to USD 847.50 (United States Dollars Eight Hundred Forty Seven Five points only) upon signing of this Lease Agreement. The Security Deposit shall be held in the Lessor's account and shall be refundable on condition that the Lessee shall not have caused any damage to the structure or anything attached to the premises by the ending of the Lease Agreement.
- (f) The rent is exclusive of Value Added Tax (VAT).
- (g) The rent shall be paid within seven (7) days after executing the agreement, upon expiry of such period and the tenant has defaulted paying the said sum, the landlord shall have a liberty to terminate the said agreement.
- (h) Any default after payment of first installment shall be charged 10% of the total rent monthly.
- (i) That the landlord shall be at liberty to close the premises and seize the materials in the premises on rent default for over two months.

ii) SERVICE CHARGE

- (a) Service charge shall be included in price and excluding VAT. This service charge shall cover general maintenance and repair, cleaning of common areas, lighting in common areas, Management Fee, garbage collection, gardening, security and water in common areas.
- (b) The Lessor shall withhold 10% of the gross rental payments as per requirements of Section 34(1) (d) of the Income Tax Act 1973 being Withholding Tax and shall provide a copy of the Withholding Tax Certificate to the Lessee.

2. PAYMENTS DETAILS

The rent as depicted above shall be paid to the following Bank Account:

DIAMOND TRUST BANK

BRANCH: DTB – MBEZI CHINI - BRANCH
A/C NAME: PLAZA INVESTMENT COMPANY LIMITED,
A/C No: 0121118001(USD)
CURRENCY: US Dollars
SWIFT CODE: DTKETZTZ

3. COMMENCEMENT DATE

This Agreement shall commence on the **15th Day of January 2021** and shall end on the **14th day of January 2024**.

4. THE LESSEE'S COVENANTS

The **LESSEE** hereby covenants with the **LESSOR** as follows;

- a) To pay the reserved rent at the times and in the manner aforesaid;
- b) The Lessee shall be liable for payment of electricity consumed in the demised premises and generator according to the consumption.
- c) Not to assign or sublet or part with the possession of Demised Premises or part thereof without first obtaining the written consent of the Lessor;
- d) To permit the Lessor and his servants or agents at all reasonable times to enter upon the Demised Premises with written notice and view its condition and carry out major repairs;
- e) To keep the interior of the Demised Premises and all fittings and fixtures in Leasable repairs and tidy conditions at all times;
- f) The Lessee shall have the exclusive right to name and brand the exterior of the Demised Premises during the lease period, with prior written specific detailed instruction and permission from the Lessor.
- g) To make good all minor defects and breakages (normal wear and tear excepted);
- h) To use the Demised Premises leased for lawful business only; and to partition the Demised Premises to suit the Lessee's business without affecting the structure of the building.
- i) Not to use for business any other place than the one described in this Agreement

- j) The Lessee shall not be responsible to pay existing and future land rent and property taxes that may be imposed on the property.
- k) The lessee agree to Continuous operate the premises during the entire Term of this lease period and to conduct its business at all times in a first-Class, reputable manner.

5. THE LESSOR'S COVENANTS

THE LESSOR hereby covenants with the **LESSEE** as follows:

- a) To be responsible for all major structural repairs and maintenance;
- b) That the Lessee paying the rent hereby referred and performing and observing the covenants, conditions and stipulations herein contained, shall have full access, peaceful and quiet possession and enjoyment of the demised premises during the term without interruption from the Lessor or any person lawfully claiming under it.
- c) The Lessor shall provide a separate meter and adequate electricity infrastructure which has capacity to meet the Lessee's demands.
- d) The Lessor shall provide a water, adequate water fittings and infrastructure in the common area thereof for use by the Lessee.
- e) The Lessor shall not be responsible in any theft or loss of the materials/properties in the premises occurring both during working hours and night/after the closure but the Lessor shall report any loss/ theft to the company of employed security guards.
- f) The Lessor shall be responsible for garbage collection
- g) The Lessor shall be responsible for the management of sewerage disposal along with any charges that will be imposed on it.
- h) The Lessor shall provide a parking area for the Lessee and its customers
- i) If the Demised Premises or any part of the Demised Premises shall be destroyed or rendered unfit for use by natural disaster (e.g. flood or earthquake), then payment of the rent or a proportionate part of the rent according to the extent of the damage incurred shall be suspended until the Premises shall be reinstated and again rendered fit for use; unless the damage was the result of any deliberate act or any act of negligence or omission by the Lessee or her employees, servants, agents or visitors.

6. BREACH AND REMEDY

- a) Notwithstanding anything to the contrary herein contained, it is expressly agreed that in the event of the Lessee failing to pay the rent or any other payment herein provided, on due date, or should the Lessee commit or suffer or permit the commission of a material breach of any of the other material terms of this Agreement, whether or not such breach goes to the root of this contract, and fail to remedy such breach including payment of rental within a period of thirty (30) days after having been called upon in writing to do so; or should the Lessee be placed in liquidation or declared insolvent (as the case may be), whether voluntarily or compulsorily (and whether provisionally or finally), the Lessor shall be entitled, but not obliged, notwithstanding any previous waiver of anything to the contrary contained herein, to cancel the claims for any arrear rentals or other sums of money payable hereunder or for any damages which it may suffer by reason of such breach and/or cancellation, or to any other remedy which it may have against the Lessee arising out of this Agreement or in law.
- b) Following receipt of due notice from the Lessor to do so, as provided herein, then should the Lessee then commit a further material breach of the same obligation or obligations more than two times of commission of the initial breach, the Lessor shall be entitled, but not obliged, and notwithstanding any previous waiver, to cancel this Agreement forthwith (and without furnishing prior notice to the Lessee to remedy the subsequent breach) and to exercise all other rights vested in the Lessor, as provided in the above clause or otherwise.
- c) In the event of either party instituting legal proceedings against the other party in terms hereof, each party shall bear its own costs of such proceedings.

7. COMPLETE AGREEMENT AND AMENDMENTS

This Agreement constitutes the complete agreement between the Parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by written document signed by both Parties.

8. INDEMNITY

To the fullest extent permitted by Law, and except to the extent caused by the gross negligence or willful misconduct of Lessor or its authorized agents or employees and not covered by insurance required to be carried by Lessee under this Lease, Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims or liability for any loss, injury, death or damage to any person or property whatsoever:

- i) Occurring in or on the Demised Premises; or occurring in, on, or about any other portion of the Property to the extent such injury or damage is caused by the negligence or willful misconduct of the Lessee.
- ii) Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims, liability, losses, costs, damages (including damage to Lessor's property), injury

or expenses (including costs, expenses and attorneys' fees) arising out of or in any way related to or resulting directly or indirectly from any breach of this Lease by Lessee. Lessee further shall indemnify and hold Lessor harmless from and defend Lessor against any and all loss, claims, proceedings, cost, damage, injury, causes of action, liabilities or expense arising out of or in any way related to work or labor performed, materials or supplies furnished to or at the request of Lessee or in connection with obligations incurred by or performance of any work done for the account of Lessee in the Premises or the Project Building.

9. WAIVER OF RIGHTS

Except as otherwise provided in this Agreement or in the case of an express written waiver, the fact that either Party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.

10. NOTICE AND TERMINATION

In the event of termination of this Agreement, either Party shall give the other Party three (3) months written notice of its intention to so terminate the agreement or the same shall be served at the address above referred.

11. LEASE RENEWAL

Provided that Lessee is in compliance with the obligations undertaken by it under this Agreement, including the obligation to pay rent, Lessee shall have prerogative of claiming renewal of the lease term for a period of Three (3) years upon new terms and condition to be agreed by both parties, provided that the Lessee notifies the Lessor, three (3) months before the expiry of the current lease term.

12. DISPUTE RESOLUTION

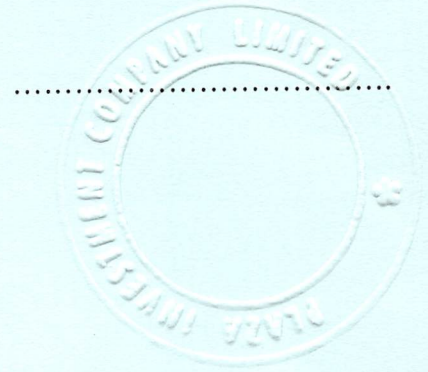
- (a) This Lease Agreement shall be governed by the Laws of Tanzania.
- (b) All disputes arising from this Lease Agreement shall be settled amicably between the Parties, failure of which the aggrieved Party shall take legal action in a court of competent jurisdiction in Dar es Salaam.

13. COUNTERPARTS

This Agreement may be executed in three (3) counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first above appearing.

Sealed with the Common Seal of the said
PLAZA INVESTMENT COMPANY LIMITED
And **DELIVERED** in the presence of us
This 02..... day of Dec..... 2020



NAME: Murad Kray Pahl
SIGNATURE: [Signature]
QUALIFICATION: Director

NAME: HILAL HAMZA
SIGNATURE: [Signature]
QUALIFICATION: ADVOCATE



SIGNED and **STAMPED** with the official stamp of the said
BRIGHT ENDEAVORS NOW
And **DELIVERED** in the presence of us
This 02..... day of Dec..... 2020

.....

NAME: Ricardo Herbert
SIGNATURE: [Signature]
QUALIFICATION: share holder / Director

NAME: ALLY AMIRI JUMBE
SIGNATURE: [Signature]
QUALIFICATION: DIRECTOR



