

# **LEASE AGREEMENT**

DATED 01<sup>ST</sup> DAY of JUNE 2025

BETWEEN

**NDAKI PASTORY MUNYETI  
&  
MARIAM ARPHAXAD NGEREZA**

(the 'LESSOR')

AND

**ABBA GROUP TANZANIA LIMITED**

(the 'LESSEE')

**(IN RELATION TO THE PLOT NO. 3, BLOCK BCT NO. 89923 SITUATED  
AT MAPILINGA IN THE DISTRICT OF MISUNGWI MWANZA)**

## LEASE AGREEMENT

This Lease Agreement (the **Agreement**) made this 01<sup>st</sup> day of **June 2025**;

BY AND BETWEEN

**NDAKI PASTORY MUNYETI** and **MARIAM ARPHAXAD NGEREZA**, residents of the United Republic of Tanzania whose address is P.O BOX 80675 Dar es Salaam, Tanzania (hereinafter collectively referred to as "the Lessor", which expression shall where the context so admits include their successors in title, legal representatives, agents, and assigns) of the one part;

AND

**ABBA GROUP TANZANIA LIMITED**, a private company limited by shares duly incorporated in Tanzania with company registration number 130122 whose registered address is P.O.BOX 1706 – Dar es Salaam Tanzania (hereinafter referred to as "the Lessee" which expression shall where the context so admits include his successors in title, legal representatives, agents, and assigns) of the other part;

Hereafter referred to as 'the Parties', and 'Party' shall refer to any of them as the context may require.

**WHEREAS** it is agreed that the Lessor is the lawful owner of Plot No. 3, Block BCT No. 89923 Situated at Mapilinga in the District Of Misungwi Mwanza (hereinafter referred to as the "**Demised Premises**");

**WHEREAS** the Lessee desires to lease the Demised Premises and the Lessor desires to lease unto the Lessee the same for commercial use only, in accordance to the terms and conditions hereinafter appearing.

**WHEREAS** the Lessee shall have exclusive use and possession of the Demised Premises;

**WHEREFORE**, the Parties are willing and able to enter this Agreement on the following terms and conditions:

### **1. DURATION OF THE AGREEMENT**

- 1.1. The period of tenancy shall be for a term of five (5) years commencing from 01<sup>st</sup> June 2025 to 31<sup>st</sup> May 2030.
- 1.2. The period can further be renewed for another term subject to the terms and conditions to be agreed by the Parties in writing and signed by both Parties, to be completed one (1) month prior to the expiration of this Agreement.

- 1.3. Where either Party does not intend to renew the Agreement, he must provide written notice to the other Party, six (6) months' prior to the expiration of this Agreement.

## **2. RENT**

- 2.1. The Lessee shall pay a total monthly rent of TZS 500,000 (five hundred thousand only), payable Annually for the first year and negotiation to be done one month before end of first year.
- 2.2. That all payments shall be made into the Lessor's bank account set out below and any changes to the payment account shall be communicated to the Lessee at least one (1) month before the next payment is due.

2.2.1. **Account Name: MARIAM NGEREZA**

2.2.2. **Bank Name: CRDB BANK**

2.2.3. **Account Number: 0152461815100**

## **3. TAXES**

- 3.1. The Lessee shall be responsible to pay all applicable government taxes including withholding tax (presently at ten percent (10%), within fourteen (14) days of the withholding tax becoming due and payable, as required under section 82 of the Income Tax Act [Cap 332 R.E. 2019].
- 3.2. Additionally, the Lessee undertakes to pay the requisite stamp duty for the registration of this Agreement, if applicable.
- 3.3. The Lessor agrees to pay all applicable government taxes to them, including Value Added Tax (VAT), levies etc. All payments are VAT exclusive.

## **4. UTILITIES, REPAIRS AND ALTERATIONS**

- 4.1. The Lessee shall be responsible for the payment of electricity, water and any other utilities relevant to its operations.
- 4.2. The Lessee shall, for the whole period of this Agreement, conduct minor repairs when needed on the Demised Premises at his own expenses. Minor repairs include plumbing and electrical repairs and replacements, changing lightbulbs, door handles and any other repairs that do not affect the structure of the Demised Premises. Any and all major repairs shall be the responsibility of the Lessor.
- 4.3. The Lessee may make internal non-structural modifications and alterations to the Demised Premises for the purposes of carrying out business activities but shall not permit or allow to be

made any alterations, partition or any modification on the Demised Premises without prior written consent from the Lessor, provided that the consent shall not be unreasonably withheld.

- 4.4. All modifications done by lessee at end of contract remain to lessor, no any demolition to be done.

## **5. INSURANCE**

- 5.1. That the Lessee shall obtain and maintain insurance coverage for the Demised Premises (insurance for machines, buildings and others) against loss or damage caused by fire, rain, earthquake, flood, war, acts of God and/or any other causes, or such other risks as commonly covered with recognised insurance companies in the United Republic of Tanzania.

## **6. ASSIGNMENT AND SUB-LETTING**

- 6.1. The Lessee agrees and undertakes not to transfer, assign, sub-let, mortgage or encumber this Agreement or the Demised Premises or any part thereof and shall not license, part with, or share possession or occupation of the whole or any part of the Demised Premises or grant to third parties any rights over the Demised Premises without prior written consent of the Lessor, provided that the consent shall not be unreasonably withheld.

## **7. TERMINATION**

- 7.1. Either party may terminate this Agreement provided that six (6) months' written notice is issued to the other party, with reasons for termination that shall not be unreasonably withheld.
- 7.2. Where the Lessor terminates the Agreement in accordance with clause 7.1, any advance amount paid for the unexpired period of the Agreement shall be refunded to the Lessee.

## **8. CONFIDENTIALITY**

- 8.1. During the subsistence of this Agreement, the Parties and/or its affiliates shall receive and maintain all confidential information (inclusive of the terms of this Agreement) in the strictest confidence, that upon disclosure of any information by either party, it shall amount to a breach of contractual terms and the affected Party shall be entitled to review the terms and conditions herein, provided that the review is limited to the damage caused.
- 8.2. In case a Party and/or its affiliate(s) or any of their employees, agents, or representatives, becomes legally compelled to disclose any confidential information, such Party shall give sufficient notice to the other Party so as to permit such other Party to seek a timely protective order or other appropriate relief. If such order or order relief cannot be obtained, the Party being compelled to make disclosure shall only make disclosure of that which is legally required and no more.

## 9. FORCE MAJEURE

- 9.1. For the purpose of this Agreement, "*Force Majeure*" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible under the circumstances and includes, but is not limited to Government Gazette Notice, war, earthquakes, fire, explosion, storm flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 9.2. Force Majeure shall not include:
- 9.2.1. any event, which is caused by the negligence or intentional acts of the Parties.
  - 9.2.2. any event in which a diligent Party could reasonably have been expected to take both into consideration at the time of conclusion of this Lease Agreement and avoid or overcome in the performance of its obligation herein.
- 9.3. The failure of either Party to fulfil any of its obligations under this Agreement shall not be considered as breach or default under this contract in so far as such inability that may arise from an event of Force Majeure provided that the Party affected by an event has taken all the reasonable precaution, due care, and the alternative measures with the objective of carrying out the terms and conditions of this Agreement.
- 9.4. Measures to be taken:
- 9.4.1. either Party affected by an event of Force Majeure shall take all the reasonable measures to remove such inability to fulfil its obligation with minimum of delay;
  - 9.4.2. the affected Party shall give thirty (30) days' notice as to the occurrence and evidence of the event and specify measure taken to restore the situation; and
  - 9.4.3. the Parties shall take all reasonable measures to minimize the consequences of any occurrence of Force Majeure.

## 10. DISPUTE RESOLUTION

- 10.1. If any dispute arises in connection with this Agreement, both Parties shall, within fourteen (14) calendar days of a written request from one party to the other, meet in good faith to resolve the dispute. If the Parties fail to resolve any such dispute or controversy within thirty (30) days, or

such period as the Parties may subsequently agree, the dispute or controversy shall be settled by way of Arbitration pursuant to the laws governing Arbitration in Tanzania.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1. This Agreement constitutes the entire agreement between the Parties with respect of the subject matter hereof and shall supersede any and all prior and contemporaneous agreements, understandings, promises and representations, whether verbally or in writing, and shall be legally binding.
- 11.2. This agreement, any and all negotiations, any legal agreements prepared in connection with it, and any dispute or claim arising out of or in connection with them or their formation, shall be governed by and construed in accordance with the laws of Tanzania.

## **12. AMENDMENT**

- 12.1. No variation, amendment, addition or alteration of this Agreement shall be valid unless it is in writing and signed by both Parties.
- 12.2. No failure or delay by any Party to exercise any of his rights herein shall operate as a waiver thereof nor shall any single or partial exercise of any such right preclude further exercise thereof.

The Parties have read and understood all the terms and conditions of this Agreement and undertake to always abide by them.

**IN WITNESS WHEREOF** this Agreement has been executed and delivered as in the manner and on the date and year appearing.

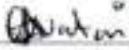
**SIGNED and DELIVERED** by the said  
**NDAKI PASTORY MUNYETI** in my presence on  
this 01 day of JUNE 2025

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**LESSOR**

**WITNESS**

Name: Linda Allen Ntani  
Signature:   
Postal Address: P.O BOX 75877, Dar  
Qualification: Advocate




**SIGNED and DELIVERED** for and on behalf  
of **ABBA GROUP TANZANIA LIMITED**  
on this 01 day of JUNE 2025

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**LESSEE REPRESENTATIVE**

**For and on behalf of the Lessee:**

Full Name: JOSHUA ISAAC  
Signature:   
Postal Address: BOX 1766, DAR-ES-SALAAM  
Qualification: **DIRECTOR**

**WITNESS**

Name: Linda Allen Ntani  
Signature:   
Postal Address: P.O BOX 75877, Dar  
Qualification: Advocate

