

**IN THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT AND LAND REGISTRATION ACT
(CHAPTER 113 R.E 2019 AND CHAPTER 334 R.E 2019)**

Dated this 16th day of June 2025.

TENANCY AGREEMENT

BETWEEN

**JITEGEMEE TRADING COMPANY LIMITED
(LESSOR)**

AND

**EFFIE INVESTMENTS COMPANY LIMITED
(LESSEE)**

IN RESPECT OF: LEASE AGREEMENT ON FENDED BARE LANDED PROPERTY MEASURING 15,000 SQM AT EX- SUKITA AREA ALONG BUGURUNI INDUSTRIAL AREA ON PLOT NO.1010/1,ILALA CITY COUNCIL, DAR ES SALAAM.

DRAWN BY:
RABIN MAFURU (ADVOCATE)
JITEGEMEE LEGAL DEPARTMENT,
P.O.BOX 5099
DAR ES SALAAM
rabinmafuru@gmail.com
+255714854389

This LEASE is made this 16th day of June 2025.

BETWEEN

JITEGEMEE TRADING COMPANY LIMITED, a limited liability company incorporated in the United Republic of Tanzania having its registered office in Dar es Salaam and of Post Office Box 5099, Dar es Salaam (Hereinafter referred to as "the Lessor", which expression shall include, when the context so admits, its successors, transferees and assigns) of the one part;

AND

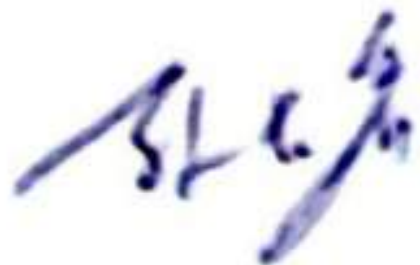
EFFIE INVESTMENTS COMPANY LIMITED, a limited liability company incorporated in the United Republic of Tanzania, of Post Office Box 25385 Dar es Salaam (hereinafter referred to as "the Lessee" which expression shall include, where the context so admits, its successors, transferees and assigns) of the other part.

WHEREAS:

- A. The lessor is the registered owner of the FENCED bare landed property on Plot 1010/1 along Mandela Road, Buguruni Industrial Area measuring 15043 SQM among other thing the property contains a dwelling house which can be used as office and additional space of 2.000 SQM excluded payable rent for the purpose of parking slots or vehicles embarking spot area.(hereinafter in totality referred as 'the Premise').
- B. The lessor is desirous of leasing the whole premise along with its attachments thereto for a term herein below stated and the lessee is desirous of leasing the offered premise on the terms and subject of this agreement.
- C. The Lessor and Lessee have mutually agreed that the leased premise shall be subjected to dual business objectives which are storage facility and ICD (Inland Container Depot) project and subsequent businesses associated with storage facility.

NOW, THEREFORE, the parties hereto hereby agree to be bound by this Agreement on the terms and conditions more specifically set out hereunder:

1.0. DEFINITIONS AND INTERPRETATIONS: -



1.1 In this Agreement, unless the context otherwise requires, the following words shall have the meanings ascribed below: -

(a) "the Lessor" means **JITEGEMEE TRADING COMPANY LIMITED** .

(b) "the Lessee" means **EFFIE INVESTMENTS COMPANY LIMITED**

(c) "ICD" Inland Container Depot

(d) "SQM" Square Metres

(e) "USD" United States Dollars

(f) "TZS" Tanzanian Shillings

(g) "The Parties" means (a) and (b) hereinabove.

1.2 Headings are included in this Agreement for convenience only and shall not be deemed to affect the interpretation of this Agreement.

2.0. Now this deed witnessed as follows:

2.1. The lessor herein lets the landed property described in recital 'A' above unto the lessee, which is 15,000 **SQM** (hereinafter collectively referred to as '**the premise**').

2.2. The lease shall be for a term of twenty (20) years effective from the day of signing this agreement with room to renew lessee shall make application to notify the lessor intention for renewal shall be sixty (60) days in advance prior to expiry of twenty (20) years and others terms regarding to renew as per 2.5 below will form part and parcel of this agreement.

2.3. That, the whole lease tenure between the parties shall be subjected to rent review for realization of prevailing market value, rent review shall be negotiated by the parties on ordinary business practice and failure to reach amicable consensus between the parties to this agreement; parties will resort on assessment of government chief Valuer on realization of prevailing market value of leased property and rates established by chief valuer will be final and conclusive as far as rent rates are disputed by the parties.

2.4. That rent review as per 2.3 above, shall be conducted after three calendar years where by the lessor or lessee will give fourteen (14) days notice for meeting specifically for rent review discussion and all adjustments of rent whether increase or decrease of payable rent shall be deemed as addendum to this original lease agreement as long as they been signed by parties or provided by Chief valuer.

2.5. This agreement after expiry, may be renewed, in writing, subject to negotiations and agreement on new terms and conditions between the parties. The negotiations as to the said renewal shall commence three (3) months before expiry of term of lease as per this agreement, where by the Lessee's shall issue a notice of intention to renew to the Lessor. Otherwise, renewal of the agreement shall be at the discretion, consent and willingness of both parties.

2.6. The LESSOR and the LESSEE have agreed as herein below:-

2.6.1). The rental period shall commence effectively the date of signing this agreement until expiry of twenty (20) years save for termination, rent non-compliance, material breach, non-compliance of government competent authorities, contravention with laws of the land or force majeure not induced by any party to this agreement.

2.6.2). the Lessee to use the landed demised premises without affecting neighbours and or defeating government interests, regulatory bodies and any other competent authorities. Any contravention to this clause and 2.6.1 above will be treated at breach of condition or otherwise treated as breach of warrant at discretion of lessor.

2.6.3). Subject to prior notice, the Lessee shall have no objection for Lessor or its representatives carrying out survey on the landed property during the duration of the Lease Agreement. However Lessor has to exercise this right reasonably without affecting enjoyment of the lessee.

3.0 The monthly rent for the premises shall be as follows:

3.1 USD 1.5 per single SQM, specifically rentable area of 15,000 SQM therefore annual rent will be 270,000 USD Only and the same shall be paid on annual basis for the abovementioned rentable area. Further Payment can be effected in TZS currency subject bank prevailing rate on material date of effecting payment.



- 3.2 The rent above is VAT Inclusive
- 3.3 That the lessee will be obliged to pay service charge of three (3) percent of annual rent in contemplation of 2,000 SQM excluded plus dwelling house on the premise. Service charge will form part and parcel of the payable rent in terms of privileges and consequences.
- 3.4 All payment in relation to rent shall be paid only through Lessor's Bank Account with the following bank details which may be subject to substitution of bank account time to time as it will be communicated by lessor to that effect:-

Bank Name: JITEGEMEE TRADING COMPANY LIMITED
Bank name: AZANIA BANK PLC
Account Number: 024000000132
Bank Branch: LUMUMBA BRANCH
Currency: TZS

- 3.4.1 The said rent shall be paid on annual basis on every subsisting year for all twenty (20) years without affecting terms of clause 2.3 and 2.4 that might adjust the payable rate in terms of increase or decrease of payable rent subject to prevailing market value of particular time in question.
- 3.4.2 That, annual rent for the first year shall be paid in two installments where by first installment shall be paid not later **18 June 2025** at tune of two hundred (200) millions TZS as a commitment to this agreement and final installment shall be paid in full not later **15th October, 2025**.
- 3.4.3 It is hereby agreed and declared rent payable will be reduced by fifty 50% rent on second (2) year and third (3) year respectively in contemplation of **Grace Period** to recover initial capital, construction, renovation incurred by lessee to set up the premise to meet core objectives of this lease agreement, and the agreed rent will resume as normal on fourth (4) year as per amount established under clause 3.1.
- 3.4.4 That, save for modality of rent payment on first year, all subsequent years to the tenure of this agreement shall be paid in full without affecting reduction under clause 3.4.3, that all annual rent payment shall be paid within twenty one (21) according to calendar established by signing of this agreement.

3.5 The parties hereby confirm to have carried out a prior inspection of the premises and are satisfied that it is in acceptable condition, but the lessee undertakes to renovate the same to meet its needs/requirement without affective core business objectives as far as this agreement is concerned

4.0 The Lessee hereby covenants with the Lessor as follows:

- 4.1 To observe all the terms and conditions of the certificate of occupancy as if the said terms and conditions were set out in this lease.
- 4.2 To use the premises for core objectives set by this agreement Any other use planned by the Lessee other than those stated planned needs to be approved by the Lessor in formal correspondence form part and parcel of this agreement amongst other terms and conditions to this agreement.
- 4.3 To pay all utility bills, local government levies and service provides including but not limited to, electricity, gas and water bills consumed on the premises.
- 4.4 The lessee shall be responsible for the security of the Leased premises during the lease period.
- 4.5 The Lessee shall be responsible for insurance cover and other attachment to the premise which are beneficial to the investment to secure not only investment but also the premise in totally.
- 4.6 Not to assign, sublet or part with possession of the premises or any part thereof without a written consent of the lessor duly signed by lessor's competent officials or any other person sanctioned to sign. In this context also should refer to Joint venture and partnership to leased premise should be communicated to lessor for consent.
- 4.7 Notwithstanding Clause 4.6 herein above, the Lessee shall ensure all contractual copies relating to the sublease are soonest supplied to the Lessor prior the signing of the sublease agreement for scrutiny and blessings.



- 4.8** To permit the lessor or its agents or servants at all reasonable times of the day without affecting banking privacy structures and after reasonable notice to enter upon and view the condition of the premises and the lessor shall be entitled to give or leave on the premises a notice in writing to the lessee of any defects and want of reparation which the lessee shall be liable to make good under the covenant herein contained.
- 4.9** Not, without the prior consent in writing of the lessor, to erect or cause to be erected on the premises any addition thereto, nor demolish, modify, cut, maim or injure any part thereof.
- 4.10** The lessee shall seek approval of the lessor for all drawings, plans and material to be used for any proposed renovation, addition, or improvement of the premises.
- 4.10** Costs for any of lessee's proposed alteration, additions or improvements to the premises and approved by the lessor's shall be borne by the lessee without refund.
- 4.11** Subject to the requirements of this, the Lessee shall effect necessary exterior refurbishment in the premises in order to suit its business needs but subject to the prior written consent of the Lessor that shall not be unreasonably delayed.
- 4.12** The lessee shall submit to the Lessor all the documents relating to the changes if any or made on the Leased premises and such documents are, new wiring system, new plumbing system, Floor plan, internal partitioning or any other changes made within. Such documents shall be submitted to the Lessor within one month in advance.
- 4.13** The Lessee agrees to obtain all requisites approvals for carrying out the exterior fitouts works and ensure that health and safety measures are taken at all times.
- 4.14** Not to do or permit or cause to be done upon the premises anything which may be a nuisance or annoyance to or in any way interfere with quiet enjoyment and comfort of the neighbors or which may have a tendency to offend the rules and regulations of the City Council and other relevant laws.



- 4.15** Not to keep or permit to be kept on the premises any materials of dangerous or explosive nature or the keeping of which may contravene any law or local regulations or by laws.
- 4.16** To peacefully yield the premises at the expiration of the term hereby created or its sooner determination in good and tenable repair and condition in accordance with the covenants herein contained.
- 4.17** The lessee shall be at liberty to install fittings and appliances as the Lessee shall deem appropriate for the activities envisaged herein.
- 4.18** Not to use the premises for any sort of production or industrial activities. Further, hereinabove, assembling and repackaging of ready-made goods is allowed.
- 4.19** To pay the said rent and taxes on the day and in the manner herein stated.
- 4.20** To properly and safely dispose of the garbage outside the premises in order to be collected by the garbage facilities of the city or municipal council, if service is available, or dispose the same as required by law.
- 4.21** Not to leave the premises unoccupied for the purposes stated herein for a period exceeding two months whilst ensuring security and safety of the same. In the event the lessee intends to leave the premises unoccupied for a period which exceeds two weeks and does not exceed two months, the lessee shall notify the lessor in advance, but all issues of security shall remain under care of the lessee.
- 4.22** The lessee shall pay stamp duty of this lease. Further, withholding tax shall be deducted and paid from the rent and the lessee shall submit to the lessor original documents evidencing payment thereof to the lessor within Ten days of effecting such payment to Tanzania Revenue Authority.
- 4.23** To notify the lessor and give particulars of:

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4.23.1 any defect in the premises which might give rise to an obligation to either the lessor or the lessee;

4.23.2 any demand, directive or order given by any authority in respect of the premises within a maximum of seven days or a reasonable shorter period thereof depending on the nature of the matter in question.

4.24 The Lessee shall at its own cost install the generator and all such equipment which are required for the operation of the business. Lessee shall be responsible to manage and service the same in a manner that will not be nuisance to the neighbours and/ or harm the premises.

4.25 The Lessee shall be criminally liable in the event of any criminal charges, investigations or arrest connected in his business pursuit during the subsistence of this lease.

4.26 The Lessee shall do all the fitout works/renovation of the Leased area under his own costs and all the costs shall be borne by the Lessee without any refund from the Lessor.

5.0. The Lessor hereby covenants with the Lessee as follows:

5.1 To pay and discharge land rent and property taxes in respect of the premises.

5.2 To ensure that the lessee, performing the obligations on its part herein contained, shall peacefully enjoy the premises during the said term without any interruption, let or hindrance.

5.3 The lessor shall hold free the lessee of all encumbrances and claims, if any, brought against the lessor and in favour of third parties.

5.4 To notify the lessee of any intended major change in the ownership of the premises provided that the same shall not lead to termination of the lease agreement before expiry of the lease period herein created,

- 5.5 The Lessor shall permit the Lessee to commence business provided that all designs and lease use plans have been prior approved by the lessor

6.0 Further, the parties hereby agree as follows:

- 6.1 This lease shall absolutely determine upon expiration of the period hereby created, whereupon the Lessee shall hand over the premises in a good tenable condition to the Lessor.
- 6.2 Subject to what provided herein above, should the lessee wish to terminate the lease for any lawful cause before the expiry of the term hereby granted, the lessee shall give a ninety (90) days' notice to the lessor, stating the reasons for the intended termination.

Provided that there shall be no compensation for any renovation costs incurred. Otherwise, the contract shall automatically terminate at the expiry of the lease period and in the event no renewal is made.

- 6.3 The lessee covenants with the lessor to permit the said lessor during the last three months of the tenancy of this lease, to put up upon the premises, notices of the lessor's intention to lease the same; and also to permit during the same time such persons as may be desirous of leasing the premises at the expiration of this lease to visit and inspect the same, on written or verbal notice to the lessee, given at least 24 hours before the time of such visit.
- 6.4 In the event of default or breach of any term or condition herein, the lessor shall be entitled to terminate the lease agreement, demand repossession of and re-enter the premises upon giving the lessee a Ninety (90) days' notice to remedy the default and if the lessee fails to remedy the default within the given period the lessor shall exercise right of termination, demanding repossession and re-enter the premises.

Provided that the ninety (90) days' notice requirement shall not apply if the default by the lessee non-payment or non compliance

of rent/service charge contrary to rent clauses herein above, instead thirty (30) days' notice shall suffice.

- 6.5** To give the lessor Three (3) months' notice in the event the lessee wants to terminate the lease agreement before expiry of the duration herein granted and the rental shall be due payable till the end of the notice period.
- 6.6** Every notice to be given under this Lease Agreement shall be delivered by hand, registered postal mail, email or other equivalent recognized courier delivery at the following addresses:

6.6.1. The lessor's address:

**MANAGING DIRECTOR,
JITEGEMEE TRADING COMPANY LIMITED
P.O.Box 5099
Plot No.39, Block 77
Lumumba /Klungani/Somali Street,
Dar es Salaam,Tanzania.
Jitegemee97@gmail.com**

6.6.2. The Lessee's address:

**THE MANAGING DIRECTOR,
EFFIE INVESTMENTS COMPANY LIMITED
P.o. Box 25385
Dar es Salaam,Tanzania
+255743881207**

7.0 This agreement shall be governed by the laws of Tanzania Mainland and the Parties expressly agree that all disputes and claims, arising out of or relating to this Agreement or the alleged breach thereof, shall be resolved amicably by exhaustion of the remedies expressly provided herein, and thereafter the same may be referred to the Courts in Tanzania vested with competent jurisdiction.

7.1 This agreement is subjected to renewal for another leased term (s) in new conditions mutually conceded by the parties herein. Notwithstanding the foregoing, parties hereto shall issue (3) Three Months' notice before the

lapse of the agreement in perpetuity in writing of an intention to continue with the leased agreement.

IN WITNESS WHEREOF the parties hereunto have set their respective hands and seals to this Agreement on the day and year and the manner appearing hereunder:

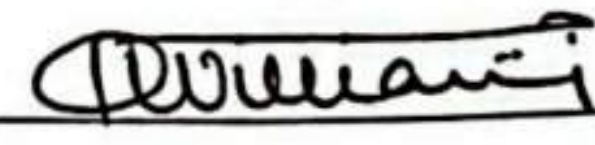
SEALED at Dar es Salaam with the **COMMON SEAL** of The said, **JITEGEMEE TRADING COMPANY LIMITED** and **DELIVERED** in our presence,

This 16th day of June, 2025.

SEAL



Name: **WILLIAM SOSPETER OBIMBO**


Signature: 

Postal Address: P.O. BOX 5099, DAR ES SALAAM, TANZANIA.

Qualification/Designation: **MANAGING DIRECTOR**

BEFORE ME:

Name: **RABIN .M. MAFURU**

Signature: 

Postal Address: P.O. BOX 5099, DAR ES SALAAM, TANZANIA

Qualification: **ADVOCATE**



SEALED at Dar es Salaam with the **COMMON SEAL** of The said, **EFFIE INVESTMENTS COMPANY LIMITED** and **DELIVERED** in our presence,

This 16th day of June, 2025

SEAL







Name: Changlang Sun

Signature: [Handwritten Signature]

Postal Address: 25385



Qualification/Designation: Director

Name: Hao Xuan Cai

Signature: [Handwritten Signature]

Postal Address: 25385

Qualification/Designation: Director

BEFORE ME:

Name: RABIN. M. MAFURU

Signature: [Handwritten Signature]

Postal Address: 6519, DSM

Qualification: **ADVOCATE**

