

This Lease Agreement made and entered on this 28 Day of 05 2025

BETWEEN

CAPITAL ENTERPRISES LIMITED (TIN No: 100-114-445), a limited liability company registered under the laws of the united republic of Tanzania, a company of PO Box 6672, Dar es Salaam, Tanzania (hereinafter called "The Lessor") which expression shall, where the context so admits include its successors and assigns) of the one part

AND

BGSB CONCRETE TANZANIA LIMITED (TIN No: 170-899-571), Whose principal office is located at Plot No. 122654, Kijenge, Arusha of P.O. Box 17019, Arusha Salaam and hereinafter called "The Lessee") of the other part.
Email Address: rm.tz@bgsbafrika.com Telephone Number: +255699039844.

WHEREAS the Lessor is the lawful owner of the premises identified as PLOT No. 148, Kwalani, Dar-es-Salaam Herein after referred to as the Demised premises

AND WHEREAS the Lessor is desirous of leasing the demised premises to the Lessee who has agreed to lease the same under the terms hereunder.

WHEREFORE THIS AGREEMENT WITNESSES THE AGREED TERMS AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, except to the extent to which the context may indicate a contrary intention, each of the following words and phrases shall have the meaning ascribed in this clause:

- 1.1 "Agreement" shall mean this Agreement and all addendum, schedules and annexures (if any), which shall be read together as one indivisible Agreement;
- 1.2 "Business" shall mean any commercial/ non-commercial activity which generates income.
- 1.3 "Commencement Date" shall mean the date upon which this Lease is executed and the Property being handed over by the Lessor to the Lessee;
- 1.4 "Default" shall mean any act or omission contrary to the terms of this agreement.
- 1.5 "Lease" means this Lease Agreement created between the Lessor and the Lessee.
- 1.6 "Parties" shall mean the Lessor and Lessee herein and a "Party" shall mean any one of them;
- 1.7 "Period" shall mean period of this Lease, which is as per clause 3 below;
- 1.8 "Premises" shall mean the leased premises.

2. DESCRIPTION OF THE PREMISES

The demised premises are identified as Warehouse No. C4 along Plot No: 148 located at Kiwalani on the Ground Floor, measuring 147 Sqm for storage purposes only.

3. TENURE OF THE LEASE

The Lessor shall grant the Lessee and the Lessee shall accept a lease of the demised premises for a term of 12 months commencing on the 01st Day of June 2025 and ending on the 31st Day of May, 2026 with Lessee's option to renew the same for a further period at parties' negotiation and written agreement as to the extended time and rent.

4. CONSIDERATION

4.1 Rent shall be charged at TZS 12,943.75/- per square meter for Ground Area of 147Sqm + VAT payable 6 months in advance.

4.2 Payment can be made by Cash, Cheque or Bank Transfer. Account details of the Lessor are as follows;

Bank Name: HABIB AFRICAN BANK LIMITED
Account name: CAPITAL ENTERPRISES LIMITED
Account number: 007307-0001 – Tanzania Shillings
007307-0011 – United States Dollars
Swift Code: HBLTZTZ

4.3 Security Deposit amounting to TZS 2,248,125/- will be paid by the client. This amount will be refunded upon vacating the premises in proper condition. Fair wear and tear is expected.

5. WITHHOLDING TAX

Rent payable under this agreement shall be subject to Withholding Tax.

5.1 The Lessee shall deduct ten percent (10%) of the total rent (exclusive of all taxes) to be paid to Tanzania Revenue Authority ('TRA') on behalf of the Lessor and provide Withholding Tax certificate and proof of payment to the Lessor.

5.2 The Lessee is responsible to register the lease with the authority and to pay all taxes applicable for the same.

6. LESSEE'S COVENANTS:

6.1 The Lessee shall pay rent on time and in the manner afore stated under clause 4.2 above.

6.2 The Lessee shall pay all other utility charges including but not limited to water and electricity incurred during the tenancy period.

6.3 The Lessee shall at all times keep the demised premises including fittings, equipment, paint work, fixtures, doors, windows, electrical wires etc, in good working condition throughout the tenancy, and to replace any of the above-mentioned items should they become beyond repair.

6.4 The Lessee shall not make any structural alterations to the premises without first obtaining a written consent from the Lessor.

- 6.5 Subject to the other provisions of this Agreement, the Lessee shall not be entitled to any compensation for any alterations or additions which the Lessee may make from time to time to the Premises pursuant to the provisions of sub clause 6.4 above.
- 6.6 The Lessee shall immediately/ within three (3) days report in writing to the Lessor any structural defect or other problem which may develop on/in the premises.
- 6.7 The Lessee shall not do or allow to be done on the premises any act or thing, which may be illegal or cause damages, annoyance, and/or injury to the neighbours, lessor or other Lessees and visitors. In the event that the lessee gets involved in any illegal business or activity, the Lessor shall not be liable or responsible for such actions or activity carried-out by the lessee.
- 6.8 The Lessee shall permit the Lessor to enter the premises upon proper notice and at all reasonable hours in the day time for the purposes of inspection of the condition of the Demised Premises or in the case of emergencies.
- 6.9 The Lessee shall peacefully surrender possession of the Demised premises at the end of this Lease or upon termination before expiry of the tenure of this lease or upon rent being unpaid for 30 days of falling due without any prior information to the Lessor.
- 6.10 The Lessee shall observe the use of the land and premises under this agreement, all other uses shall make this contract voidable at the option of the Lessor.
- 6.11 The Lessee shall not sublet the demised premises or part thereof to another party without prior written consent from the Lessor.
- 6.12 The Lessee shall insure all its properties and interests in the leased premises against fire, theft, public liability etc at their own cost.
- 6.13 The Lessee shall not be entitled to any refund of rent if the Lessee decides to vacate within the first six months of tenancy.
- 6.14 The Lessee shall only be using the common areas for loading and offloading purposes and not for parking, servicing or repairing of vehicles/trucks as this shall be the cause of annoyance to the other Lessee's and the Lessor.

7. LESSOR'S COVENANTS:

- 7.1 To permit the Lessee so long as he pays the rents herein before reserving, performing and observing the several covenants and conditions contained or implied in this agreement and on its part to be performed and observed, to peaceably and quietly enjoy the leased premises during the term hereby granted without any interruption or disturbances from or by the Lessor or any person or persons lawfully claiming under or in trust of the Lessor.
- 7.2 The Lessor shall pay all outstanding bills/ utility charges on the demised premises as of before the lessee takes possession.
- 7.3 If rent remains unpaid for 30 days after becoming due, whether formally demanded by the Lessor or not, the Lessor shall have the right to take possession of the demised premises.

8. **TERMINATION**

Notwithstanding the tenure of this agreement, the lessor and Lessee may terminate this Lease Agreement by giving adequate 30 days' notice in any one or several of the following cases:

- 8.1 Immediately, subject to notice, if the demised premises are destroyed, damaged or has defects and can no longer be habitable/ usable for the purposes of the Lease. If such damages have been caused by the Lessee, the liability for rehabilitating the demised premises will be borne by the Lessee.
- 8.2 Failure of the Lessee to pay rent on time, however such notice shall not waive the liability of the Lessee to pay for the unpaid days spent occupying the demised premises.
- 8.3 In writing, in the event the Lessee or the Lessor fails to remedy a material breach within 30 days after written notice has been given of the terms of this Lease Agreement.
- 8.4 All parties shall be released from obligations under this agreement in the event of a national emergency, natural calamities, war, any change in the law or regulations of the United Republic of Tanzania rendering this agreement void and/or all other events out of the control of either party.

9. **DECLARATION BY THE LESSOR AND LESSEE**

- 9.1 If the rent herein before reserved or any part thereof shall at any time be in arrears and unpaid for thirty (30) days after the same shall have become due (whether legally demanded or not) it shall be lawful for the Lessor or any person or persons duly authorized by the Lessor in the behalf to give written notice despatched under Section 104 of the Land Act of his intention to terminate the Lease if the breach is not remedied within a period of thirty (30) days from the date of service of the notice.
- 9.2 If the Lessee shall at any time fail or neglect to perform or observe any of the covenants or agreements other than payment of rent it shall be lawful for the Lessor or any person or persons duly authorized by the Lessor in their behalf to give written notice despatched under Section 105 of the Land Act of his intention to terminate the Lease if the breach is not remedied within a period of thirty (30) days from the date of service of the notice.
- 9.3 If either party shall be desirous of extending the Lease terms after the expiration of the term hereby granted shall, one (1) month prior to the expiry of the term to signify such desire by written notice to the other party and upon mutual agreement between the Lessor and Lessee the terms hereby created shall be extended and renewed on the same terms and conditions to be agreed upon. This can be in form of a signed addendum between both parties.
- 9.4 Immediately after the lapse of the notice of intention to terminate the lease in terms of clause 9.1 above, the Lessee shall without fail vacate the demised premises. Failure of which shall give the Lessor the right to vacate the Lessee. In the event of delayed payments or any legal proceedings, the lessor reserves the right to charge interest, damages, penalties and costs for accrued rent not paid by the lessee to the lessor for the unpaid period.

- 9.5 After the lapse of this lease and /or notice to vacate premises, the Lessee shall be charged rent and interest for all the days the Lessee has overstayed in the premises.
- 9.6 Notwithstanding anything to the contrary herein contained, the provisions of this Agreement may be modified by an addendum setting out the modifications mutually agreed between the parties hereto which shall be duly signed by the parties herein and such addendum shall be construed as part of this agreement. The addendum shall be attached to this Lease.
- 9.7 The Lessor shall not be liable for any losses on the Lessee's properties/interests arising out of any natural disaster, any personal or staff liability, any accident, fire, theft, floods, rains etc or any other incident not in the control of the Lessor nor reasonably attributable to the care of the Lessor.
- 9.8 If any dispute, differences or question shall at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction of this Lease or concerning anything herein contained or arising out of this lease or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be resolved amicably, failure of which shall give right to either party of this agreement to seek remedy in other bodies with authority under the laws of the United Republic of Tanzania.
- 9.9 This Lease shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

10. INTEGRATION, VARIATION AND WAIVER

- 10.1 This Agreement shall constitute the sole and exclusive record of the agreement between the parties, and the parties acknowledge hereby that no other stipulations, warranties, undertakings, terms and conditions of whatever nature which are not referred to or recorded herein, shall have any force or effect.
- 10.2 No variation, modifications or waiver of any of the provisions of this Agreement, or any consent to any departure there from by either party, shall be of any force or effect unless the same shall be confirmed in writing and signed by both parties.

11 COMMUNICATION AND DELIVERY OF NOTICE:

- 11.1 All communications and deliveries shall be done in writing and delivered either by email, postal address or physically in the addresses provided within this lease.
- 11.2 All deliveries done through the above shall be taken have been effectively completed.
- 11.3 Both parties shall ensure to notify the other party on the changes of the communication details as soon as reasonably possible.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and in the year and in the manner hereinafter appearing

SIGNED and STAMPED at Dar es Salaam by
The common stamp of Capital Enterprises
Limited
P.O. Box 6672, Dar Es Salaam, Tanzania
on this day of 2025.



Name: MUSTAFA DHANANI

Signature: [Handwritten Signature]
Postal Address: P.O Box 6672, Dar es Salaam
Qualification: DIRECTOR

BEFORE ME

Name:
Address:
Signature:
Qualification: Advocate

SIGNED and SEALED at Dar es Salaam by
the Common Stamp of BGSB CONCRETE TANZANIA LIMITED
P.O. Box 17019, Arusha,
Tanzania
on this 3rd day of June 2025

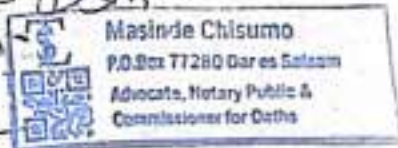


Name: Vadivel Subramani

Signature: [Handwritten Signature]
Postal Address: P.O Box _____, Dar es Salaam
Qualification: Regional Manager

BEFORE ME

Name: Masinde Chisumo
Address: P.O. Box 77280 Dsm.
Signature: [Handwritten Signature]
Qualification: ADVOCATE



CAPITAL ENTERPRISES LTD

P.O. BOX NO 6672, DAR ES SALAAM TANZANIA EAST AFRICA
TEL 2114967-2114968 FAX 2110251/ E-MAIL: finance@capitalgroup.com
TIN: 100-114-445 VRN NO. 10-001648 B

Date: 28-05-2025

TIN: 100-114-445

VRN: 10-001648-B

WAREHOUSE NO: C4 (147sqm)

DEMAND NOTE

BGSB CONCRETE TANZANIA LIMITED
PLOT No. J22654
KIJENGE, ARUSHA
DAR-ES-SALAAM
TANZANIA.

NO. BGSB/C4-25/01

TIN: 170-899-571

VRN: N/A

PHONE: * 255699039844

ATTN: MRS. SUBRAMANI

Email: rm.tz@bgsbafrica.com

As per agreement we kindly request you to remit us rental charges for Warehouse C4
Occupied at plot no 148 Kiwafani, Dar es salaam.

Rental Period from : 01st June 2025 To 30th November 2025

Particulars	WAREHOUSE (TZS)	USD
Rent	1,902,731	698.25
Service Charge		
Add: 18% VAT	342,492	125.69
Payable Monthly	2,245,223	823.94
No. of Months	6	6
Sub-Total	13,471,337	4,943.61
Security Deposit	2,248,125	825.00
Total Payable	15,719,462	5,768.61

Grand-Total Amount Payable

15,719,462

PLEASE NOTE THE FOLLOWING:

- Rental charges are payable via Cash, Cheque or Bank transfer.
- If the amount is to be settled via Bank Transfer outside of Dar Es Salaam, Please include an additional \$50. Bank Clearance Charges.
- All Submitted **WITHOLDING** amount via Bank Transfer, A copy has to be Despatched to us, for TRA audit Purpose.
- Rate of exchange is subject to change without notice and is calculable on the receipt of payment,
or on the first day of the month whichever is higher.
- Rate of exchange applied will be determined from a Bureau De change selling rate of cash.
- Receipt to be issued on receipt of Payment.
- Premises occupied in accordance to rental agreements, Terms & Conditions as stated therein.
- Finance charges of 0.5% per week will be applied on all outstanding charges.
- Please mail all correspondence via E-mail stated below



BANK DETAILS:

COMPANY: CAPITAL ENTERPRISES LIMITED
P.O. BOX 6672, DAR ES SALAAM.
BANK NAME: HABIB AFRICAN BANK (T) LTD
BRANCH: MAIN BRANCH
Tshs ACCOUNT NO: 0007307-0001
USD ACCOUNT NO: 0007307-0011
SWIFT CODE: HABLZTXXX