

LEASE AGREEMENT

This Lease Agreement is made this 22nd day of July.....2021

BY AND BETWEEN

SF GROUP OF COMPANIES LIMITED of Postal Office Box 63314, Plot No. 29363, Urafiki Area, Dar es salaam (hereinafter referred to as the "Lessor") which expression shall include its successors in title and assignees.

AND

BRITAN GROUP LIMITED, a registered Company under the laws of Tanzania with its registered officer at Tegeta area and of Postal Office Box Number 63314, Dar Es Salaam (hereinafter referred to as the "Lessee") which expression shall include successors in title and assignees of the one part.

WHEREAS the Lessor is desirous to lease its premises described herein below:-

Plot No. 75-79 Kunduchi Industrial Area, Kinondoni Municipality Dar es Salaam Tanzania.

AND WHEREAS the Lessee intends and agrees to rent the demised premises from the Lessor in accordance with the terms and conditions reserved and contained herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **IN CONSIDERATION** of the rent of *United States Dollar One Thousand Eight Hundred Only (USD 1800)* per month the Lessee undertakes to pay to the Lessor at the commencement date a lump sum of money for six months period which amounts to *United States Dollar Ten Thousand Eight Hundred Only (USD 10,800)*

2. DURATION AND EFFECTIVE DATE

This Tenancy Agreement is for a duration of 15 years..... but shall be renewable according to the agreement of both parties. The Agreement shall come into force with effect from 22/07/2021..... to 21/07/2036.....

THE LESSEE HEREBY CONVENANTS WITH THE LESSOR as follows:

- (a) To use the premises for commercial office use.

- (b) At all times during the said term to keep the demised premises of the **LESSOR** in good tenable repair damage arising from reasonable and proper use excepted;
- (c) That all costs for water, electricity and any other utilities used by the Lessee at the Demised Premises during the Lease Period, unless otherwise expressly agreed otherwise in writing by the Parties, shall always and at all time(s) be borne by the **Lessee**;
- (d) Not to do or permit or suffer to be done upon the demised premises, anything which may be a nuisance or annoyance to, or in any way interfere with the quiet enjoyment and comfort of the neighbors.
- (e) Not to assign or part with possession of the demised premises or any part thereof without obtaining the written consent from the **LESSOR**.
- (f) To peacefully yield up the demised premises in good and tenable repair and condition in accordance with the covenants herein contained save only for cause of normal tear, and wear, damage for earth quakes, accidental fire and lighting.

2. **THE LESSOR COVENANTS WITH THE LESSEE** as follows:

- (a) To permit the **Lessee** paying the rent and performing and observing the covenants and conditions hereby contained or implied on his part to be performed and observed peacefully and quietly to possess and enjoy the demised premises without any interruption from the **Lessor** or his agent.
- (b) To pay all existing and future Municipal sites rates, taxes and all outgoings payable in respect of the demised premises. The **Lessor** shall at all time(s) when necessary enter and check or inspect the Demised Premises and the properties generally, Provided that the **Lessor** shall not cause unnecessary interference at the Demised Property;
- (c) The **Lessor** may determine/terminate the Lease if the **Lessee** fails to pay the rent hereby reserved or the rent falls in arrears for one year or fails to comply with any of the covenants herein specified without further notice and subject to right of claim of damages for breach of contract;
- (d) In the event the **Lessee** ceases to occupy the premises or if he shall commit any breach of his obligations under the Lease Agreement and the Tender Agreement or commit any act of bankruptcy, then, the **Lessor** may, subject to the provisions of any written law for the time being in force, re-enter upon the premises and immediately terminate the Lease without prejudice

to the **Lessor's** right to claim damages by way of a claim for the unpaid rent for the remainder portion of the Lease period;

- (e) Failure on the part of the **Lessor** or the **Lessee** to insist on the terms and conditions herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the **Lessor's** or **Lessee's** right thereafter, as the case may be, to enforce any such term or condition but the same shall continue in full force and effect;
- (f) No variation of this Lease Agreement shall be valid unless it is mutually agreed in writing and signed by both parties hereto;
- (g) This Lease Agreement contains all the terms and conditions agreed between the **Lessor** and the **Lessee**. The parties hereto acknowledge that there are no other understandings, representations or terms between the parties hereto with regard to the letting of the demised premises other than those set out herein;
- (h) No act of relaxation or waiver on the part of the **Lessor** or the **Lessee** with regards to the carrying out of any of the **Lessee's** or **Lessor's** obligations under this Lease Agreement shall prejudice or be deemed to operate against the **Lessor's** or the **Lessee's** rights in terms thereof;

3. **THE LESSOR AND THE LESSEE MUTUALLY AGREE AND DECLARE** as Follows:

- (a) If the rent or any part thereof, shall be in arrears for the period of three months next after the **Lessee** has received demand for the same; or if there shall be any substantial breach, non-performance, or non-observance by the **Lessee**, of any of the covenants and conditions herein before contained and on its part to be performed and observed, and the **Lessee** fails or neglects to rectify such breach within thirty days after receipt, in writing, of notice from the **Lessor** specifying the same; then in any such case, it shall be lawful for the **Lessor** to enter upon the demised premises or any part thereof, in the name of the whole and thereupon the said term shall absolutely cease and determine without prejudice to any right of action for remedy of **Lessor** in respect of any antecedent breach of any of the covenants by the **Lessee** herein before contained.
- (b) If the **Lessee** shall give to the **Lessor** a written notice of three months before the expiration of the term hereby created and if there shall not be at the expiration of such term any existing breach or non-observance of any of the covenants on the part of the **Lessee** herein-before contained; then the term

hereby created of the demised premises may be extended for a further term to be mutually agreed by the Lessor and the Lessee which term shall commence at the expiration of the term hereby created;

PROVIDED THAT, if the Lessee shall, by written consent of the Landlord, remedy any faults or effect any necessary repairs in accordance with law then in every such case, it shall be lawful for the LEASE to recover the cost thereof from the rent due.

- (a) Either party hereto may terminate the term hereby created by giving the other party three months notice of its desire to do so and the term shall determine on the expiration of such notice.
- (b) Any notice to be served by the parties hereto shall be sufficiently served on the Lessee if addressed to him and sent by dispatch and be sufficiently serviced on the Lessor if addressed to him and sent by dispatch or by registered post.

1. TERMINATION AND RENEWAL OF THIS LEASE AGREEMENT

- 1.1 Renewal of this Lease Agreement shall be subject to the mutual agreement by the parties in this agreement;

2. GOVERNING LAWS AND DISPUTE SETTLEMENT

- 2.1 This Agreement shall be governed by and construed in accordance with, the laws of the United Republic of Tanzania;
- 2.2 In the event of any dispute in the interpretation or any claim arising from or in connection with this Lease Agreement on the Leased Properties, the Parties shall make sure that the dispute in question is settled amicably by mutual consultations and in any circumstance whatsoever, parties shall endeavor that no act/omission of either party shall impede accomplishment of a mutually acceptable decision, for purposes of maintaining the relationship that has existed long before entering this Lease Agreement; and
- 2.3 That it shall be the last and final option after all means of negotiations has been exhausted and failed and the parties feels that no any further way to remedy the situation either party may refer such dispute or claim to a Court or Tribunal in Tanzania of Competent jurisdiction for adjudication.

IN WITNESS WHEREOF, the Lessor and the Lessee have duly executed these presents in the manner and on the respective dates hereinafter appearing.

SEALED with the COMMON SEAL by
The said SF GROUP OF COMPANIES LIMITED
who is known to me personally/
identified to me bythe latter person being known
to me personally on this day of2021



WITNESSES:

Name: KELVIN S. WICA
Signature: [Signature]
Postal Address: P.O. BOX 63314 DSM.
Designation: DIRECTOR

Name: ABELINA KO KIP
Signature: [Signature]
Postal Address: P.O BOX 63314 ADM
Designation: Ag Company secretary

SEALED with the COMMON SEAL by
The said BRITAN GROUP LIMITED
who is known to me personally/
identified to me bythe latter person being known
to me personally on this 22nd day of July2021



WITNESSES:

Name: SAMSON MAJWALA
Signature: [Signature]
Postal Address: 63314 DSM
Designation: GENERAL MANAGER

Name: Roger Peter Stringer
Signature: [Signature]
Postal Address: 63314 D'SALAAM
Designation: DIRECTOR

