



D L A M A N T E

PROPERTIES

A. NOW THE TERMS OF THE AGREEMENT WHEREBY AS FOLLOWS:

1. The period of tenancy herein referred to is the "Contractual Period" which shall be the term of the lease for the period of 12 months commencing on the 1st day of July 1921 and ending on the 31st day of October 1922, to be hereinafter referred to as the "Contractual Period" during which the said premises shall be occupied by the tenant.
2. The lease shall be for the purpose of the use of the premises as a residence for the tenant and the tenant shall be bound to pay to the landlord the sum of \$100 per month for the use of the premises during the term of the lease and the tenant shall be bound to pay to the landlord the sum of \$100 per month for the use of the premises during the term of the lease and the tenant shall be bound to pay to the landlord the sum of \$100 per month for the use of the premises during the term of the lease.
3. Upon the expiration of the term of the lease and in case the tenant shall not be bound to pay to the landlord the sum of \$100 per month for the use of the premises during the term of the lease and the tenant shall be bound to pay to the landlord the sum of \$100 per month for the use of the premises during the term of the lease.
4. The tenant shall be bound to pay to the landlord the sum of \$100 per month for the use of the premises during the term of the lease and the tenant shall be bound to pay to the landlord the sum of \$100 per month for the use of the premises during the term of the lease.

G.A.
M.A.
A.S.

Lease Agreement

THIS AGREEMENT is made on the ...20th day of ...July... 2021.

Between

DIAMANTE PROPERTIES LIMITED, a limited liability company registered under the Laws of Tanzania whose address for the purpose hereof is 22 Chole Road, DSM Tanzania P. O. BOX 11282 Dar es Salaam (hereinafter referred as "the lessor")

and

SYNERGY CONCEPTS LIMITED, a limited liability company registered under the Laws of Tanzania, whose address for the purpose hereof is Diamante, 22 Chole Road, Dar Es Salaam, Tanzania P.O. BOX 32776 (Hereinafter referred to as "the lessee")

WHEREAS the lessor is the Owner of DIAMANTE, commercial property situated on Chole road, plot number 2016, Dar es salaam, Tanzania).

AND, WHERE AS the lessee is desirous of leasing the 4th floor area including the rooftop area at an agreed price of USD3,500 per month. (Hereinafter referred to as the "demised premises"), on the terms and the conditions hereinafter appearing.

A. NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The period of tenancy herein referred to as the "Contractual Period" shall be for the period of 5 year(s) starting from November 01- 2021 and expiring on Oct-31-2026 with an option of renewal following 6 month(s) prior notice before the expiry date. In the absence of notice, the lease agreement will automatically be extended until any of the parties will give a prior notice of 6 month(s).
2. An agreed upon period of 3 and a half months, starting from July-15-2021, and ending on October-31-2021 is to be considered a rent-free Grace Period during which the lessor and lessee will be working developing the premises.
3. The lessee shall pay in advance rent of USD 84,000, which is inclusive of 18% VAT and 10% Withholding Tax, covering rent for twenty-four months. After expiry of the said twenty-four months, the lessee will pay the remaining rent in equal installments of USD 42,000, inclusive of 18% VAT and 10% Withholding Tax, at the end of every twelve months.
4. Upon signing of this agreement and paying 24 months' rent in advance, the lessor shall start working on his side of the developments of the demised premises. The lessee will have access to the premises to start any work related to his/her business in the premises. The advance rent payment shall not be refundable if the lessee opted to terminate the lease before expiry of the period in question.
5. That the Lessee's business in the premises is to operate a lounge, accordingly the Lessee agrees to the following:

- a. The premises is not to be used to operate a club.
 - b. The Lessee hereby assumes full responsibility during the term of this lease for the acts and conduct of all persons admitted to said premises.
 - c. The Lessee agrees that at all times, activities will be conducted with full regard to public safety, and the Lessee will observe and abide with all applicable regulations and requests by duly authorized governmental agencies responsible for public safety. All portions of the sidewalks, halls, and all access to public utilities of the premises shall be kept unobstructed and shall not be used for any purpose other than ingress and egress.
 - d. The lessor and lessee must sit and agree if any uncondusive environment occurs prior any legal involvements
6. A payment shall be deemed as late if it is made after 30 days from the due date in question and shall attract a penalty of 15% of the amount so payable. The rent shall be subjected to deduction and remittance of taxes as required by law. If the payment is delayed by more than 90 days, the Lessor will have the right to terminate the agreement and the lessee will still be liable to the unpaid rent.

7. All payments shall be made in the following lessor's bank account:

Lessor's Bank Account

Bank Country:	<u>TANZANIA</u>
Bank Name:	<u>Ecobank</u>
Bank Region:	<u>Dar es salaam</u>
Branch:	<u>ACACIA BRANCH</u>
Currency:	<u>UNITED STATES DOLLAR</u>
Bank Account Number USD:	<u>70880000296</u>

8. Upon signing this agreement, the lessee is obliged to provide the following documents to the lessor:
- i. Company Certificate of Registration.
 - ii. TIN and VAT (if registered) certificates.
 - iii. Identification documents of company shareholders
9. Once this agreement is expired and the lessee does not want to renew it, the lessee will hand over the said premises to the lessor with all fitting and electronic items, floors tiles, suspended ceiling, windows along with all locks & keys in good conditions as they were found in at the beginning of the contract, fair wear & tear being accepted. If any such

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[Handwritten signature]

fitting or appliances are returned damaged or not in order condition the lessee shall pay such charges on presentation, all additional fitting to the original state shall be removed by the lessee.

10. The Lessee is to ensure that all utility bills such as electricity and other consumables, or any other outstanding charges are paid and provide documentary evidence to the Property Manager before leaving the premises.

B. THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS: -

1. To permit the lessor and / or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the lessee in that respect, to enter upon the premises to examine and/ or to execute major repairs to the premises.
2. To pay the rent reserved herein whatsoever in the manner and upon the dates herein agreed.
3. To use the demised premises for the use of legal business and lawful purposes only.
4. To pay electricity consumed therein & in the event there is shortage or interruption of electricity to procure or contribute to supplies at own cost (e.g., diesel for generator). Such cost will be determined by the reading of the generator's electrical meter
5. Not to assign, sublet or part with the possession of the office/shop or any part thereof without the written consent of the lessor.
6. Pay all charges for electricity that will be charged according to readings from checks meters for TANESCO, Telephones, DSTV/Cable, and Internet during the leased period.
7. To pay for the costs of diesel for the standby generator. The said costs shall be paid at a rate shared with other tenants.
8. Manage and pay daily maintenance costs of demised premises such as air conditioners, replacing bulbs and switches, etc. not included in the service charge, or rent.
9. Repair any element of the demised premises damaged during the lease period by the lessee.
10. To seek approval from the lessor for all renovations to suit his/her business.
11. The lessee shall not fix any placard, signboard, or advertisement in the premises without prior written consent of the lessor.
12. It should be noted here that the rent in respect of the premises took into considerations the renovations by the lessee, in which case the lessee shall not remove any items attached to the building after termination of the lease, (any added partitioning walls, electrical wiring, lighting plumbing installations)

C. THE LESSOR HEREBY CONVENANTS WITH THE LESSEE AS FOLLOWS: -

1. To pay land rent and other statutory charges.
2. To carry out all major structural repairs and keep the exterior of the premises in good tenable conditions.



3. To allow the lessee, having occupied the said premises and observing and performing the several covenants, to peacefully hold and enjoy the premises without interruption by the lessor or his agents.
4. To ensure the premises have 24/7 security presence by a reputable security firm and a receptionist at the entrance of the building during normal working hours
5. to provide A/C in the premises.; (4 x 18,000 BTU Cassette Type)
6. To allocate⁵..... dedicated parking slots in the basement
7. Not to unfairly terminate the contract and disrupt the lessee tenancy.
8. Ensure the environment is conducive and supportive of the lessee's business such as reliable power supply, working elevators, access to the building, security to the exterior of the building, clean surrounding to the building at all times.

E. NOTICES

Any notice under this agreement shall be in writing and may be served on the party on whom it is to be served either personally, or to an agent duly authorized to receive mail, or by leaving it at the last known place of abode, or by sending it by registered post or the recorded delivery serve to such premises or place, and in the case of a notice to be served on the Tenant it may be served in like manner upon any agent for the Tenant duly authorized in that behalf.

F. CONFIDENTIALLY

1. A party shall not, other than with the prior written consent of the other Parties, disclose directly or indirectly to any person, firm, company or third party and shall only use for the purposes of this Agreement, any Confidential Information relating to the Assignment/Project, its business, trade secrets, customers, subsidiaries, suppliers, affairs or any other information of whatever nature and in whatever form received or obtained by the other Party(ies) as a result of entering or performing this Agreement.
2. The Parties may disclose Confidential Information which would otherwise be confidential if and to the extent that:
 - i) the disclosed is required by law or applicable regulatory requirements.
 - ii) the information has come into the public domain through no default of the Disclosing Party.
 - iii) It is received from a third party with the right to disclose.
 - iv) The restrictions contained in clause 7 shall continue to apply for a period of 4 years after termination of this agreement.

G. TERMINATION

[Handwritten signatures and initials]

1. Each Party may by notice in writing immediately terminate this Agreement in the following circumstances:
2. If the other party commits a material breach of any term of this Agreement and which, in the case of a breach capable of remedy, shall not have been remedied within 21 days (or such longer period as may be agreed) of a written request to remedy the same, such request to contain a warning of the intention to terminate.
3. if the other Party shall be incompetent, guilty of gross misconduct or any serious or persistent negligence in respect of its obligations under this Agreement.
4. if the other Party shall fall or refuse after written warning to carry out the duties reasonably and properly required of it under this Agreement.
5. If the other Part became bankrupt or insolvent or enters into liquidation or is unable to honor its commitments as they become due.
6. Lessee may by notice in writing and in its absolute discretion terminate this Agreement by giving not less than three months' notice in writing to Lessor.

a) Any termination of this Agreement shall be without prejudice to any rights or remedies the Parties may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of the Parties nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

H. FORCE MAJEURE

1. Neither Party shall be liable for any breach of the obligations resulting from causes beyond its reasonable control (an "Event of Force Majeure"). For clarification, any industrial dispute by either Party's employees shall not constitute an Event of Force Majeure under this Clause. The Party whose obligations are suspended by virtue of the Event of Force Majeure shall use its reasonable endeavors to mitigate the effect of such circumstances and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable.
2. Each Party agrees to notify the other Party promptly upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
3. In the event of either Party receiving notice from the other pursuant to sub-clause (b) above the Parties shall within 14 days of the notice jointly determine which measures, if any, can be put in place to prevent occurrence (where possible) or mitigate the effect of the Event of Force Majeure.

4. If a default due to an Event of Force Majeure shall continue for more than 60 days after expiry of the 14 days period provided for in sub-clause above, then the party not in default shall be entitled to terminate this Agreement by giving written notice to the other. Neither Party shall have any liability to the other respect of the termination of this Agreement as a result of an event of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist.

I. VARIATION

This agreement may only be amended in writing signed by the parties.

J. DISPUTE RESOLUTION

In the event of any dispute or claim arising from or in connection with this lease, which is not settle amicably by the parties thereto, such dispute or claim may be referred by either party to a competent Court in Tanzania

IN WITNESS WHEREOF this Agreement have been executed on the date set out against or respective signatures.

SEALED with THE COMMON SEAL of
DIAMANTE PROPERTIES LIMITED

and delivered in our presence this..... 20TH
day of July,.....2021

DIAMANTE PROPERTIES LIMITED
P. O. Box 11282
DAR-ES-SALAAM

.....
SEAL

Name..... Hisham Saab
Signature..... [Signature]
Address..... P.O BOX 11282, DAR-ES-SALAAM
Designation..... Director

Witness to the above signature
Name..... ARNOLD MUTEGEKI RUCHAKI
Signature..... [Signature]
Address..... 32776 Dar-es-salaam
Designation..... Notary Public



SEALED with THE COMMON SEAL of
SYNERGY CONCEPTS LIMITED

and delivered in our presence this 20TH
day of JULY.....2021



SEAL

Name..... Omary Anwar
Signature.....
Address..... DAR-ES-SALAAM
Designation..... Director

Witness to the above signature
Name..... MUTIWA ALADZANA
Signature.....
Address..... DAR ES SALAAM
Designation..... PARTNER

Name: ARNOLD MUTEGEKI RUKARI
Signature: Rukari
Address: P.O. Box 32776 Dsm
Designation: Advocate/Notary Public

