

LEASE AGREEMENT

BETWEEN

JONATHAN ELIUD HAULE

["Lessor"]

AND

CFID FORESTRY LIMITED

["Lessee"]

**RELATING TO PROPERTY SITUATED AT MAKAMBAKO,
NJOMBE DISTRICT**

LEASE AGREEMENT.

This **LEASE AGREEMENT** is made the **1st** day of **September** 2022.

BETWEEN

JONATHAN ELIUD HAULE a legal person and a citizen of the United Republic Tanzania of P.O.BOX 45, Kikula Makambako, Njombe District (hereinafter to be referred as the "**Lessor**") of the one part.

AND

CFID FORESTRY LIMITED a private limited liability company incorporated in Tanzania, with its offices located at Plot no. 84, Kinondoni Road, P.O.Box 38568, Dar es salaam, Tanzania. [Hereinafter referred to as '**the Lessee**'] which expression shall include its authorized representatives of the other party.

WHEREAS the Lessor is the owner of the property situated at Makambako in Njombe District, Tanzania.

WHEREAS the Lessor is willing and desirous to lease the part of the said demised property to the Lessee for the period of three (3) years renewable at the optional of the parties, on terms and conditions to be agreed hereunder.

AND WHEREAS the Lessee is willing and desirous of taking on lease the said "property" on terms and conditions agreed hereunder.

THIS AGREEMENT WITNESSETH as follows: -

1. Property Leased

The property to be leased under this agreement is the property located near Iyamkena Secondary School, Makambako Njombe herein after the "**Property**").

2. Term of the Lease

The lease term for the demised property is three (3) years with effect from **1st September, 2022**. This is a fixed term lease unless the parties to these lease mutually agree to terminate it in accordance with the termination clause below.

3. Renewal of the Lease

The interest created by this agreement shall be three (3) years lease term, in the event that the Lessee is interested in renewing the lease, he shall issue a one month notice prior to expiry of the lease term to the Lessor and the parties shall be at liberty to enter into a new agreement at the rent, terms and conditions to be agreed upon.

4. Lease Purpose

The lease term provided herein for the above-described properties shall be for lawful business purposes.

5. Rent and Mode of Payment

The **Lessee** shall pay rent at the rate of TSH. 2,000,000= (Two Million Shillings only) per month to be paid on monthly basis. Therefore, the lessee will pay the sum of TSH 24,000,000/= per year.

6. The Lessee hereby covenants with the Lessor as follows: -

- (a) Timely payment of rent on the days and in the manner aforesaid without any deductions whatsoever, except withholding Tax as stipulated under the Income Tax Act and receipts for the same to be given to the Lessor.
- (b) To maintain the demised property in a clean and sanitary condition and to pay, discharge all sewerage and cesspit emptying charged attributable to the demise property.
- (c) To permit the Lessor and his agents at reasonable time to enter and examine the state of the demised property.
- (d) To be responsible for and to indemnify the Lessor the cost of repairing any damage to the demised property drainage system and against all damages to the demised property or any adjacent or neighboring premises occurred during lease term.
- (e) Not to use the demised property or any part thereof for any illegal or immoral purposes.
- (f) To use the said premises for lawful business purpose and not to change the uses thereof without prior written consent of the Lessor and to abide by the conditions embodied in such consent.
- (g) To provide security for the said demised property and its surrounding.
- (h) The Lessor reserves the right of entry on failure by lessee to pay agreed rent as provided herein

- (i) No to make any alterations in or additions which will affect the main structure of the premises without the consent of the **Lessor** first sought and obtained.
- (j) To hand over the demised property in a fairly good order at the end of the lease term or on termination of the same.

7. The Lessor covenant with lease as follows: -

- (a) To pay land rent and property tax as and when due for payment.
- (b) To let the Lessee paying the rent hereby resaved observing and performing all his obligations under the Agreement to quietly and peaceable hold and enjoy the said demised property during the lease term hereby created without any unlawful interruption by the lessor or any person rightfully claims under or in trust for him.

8. General Terms: -

- i. That the **Lessor** shall not review the rent during the existence of this lease.
- ii. The **Lessee** is not allowed to sublet, assign or part possession of the demised premises to any other person.

9. Notices

PROVIDED ALWAYS AND IS HEREBY AGREED that: any notice demand or required under this Lease Agreement shall be deemed to have been **duly given and served if the same is sent by registered post or by** recorded personal delivery of fax or electronic mail to the party concerned.

10. Breach of Contract.

- i. Either party deemed to commits a breach of contract where it fails to discharge any of its obligations under this Lease Agreement.
- ii. Where a breach of contract occurs, the party injured by the breach shall be entitled to terminate the lease and claim for damages.

11. Assignment

Each party can assign this agreement to his nominated subsidiary and or assignee, subject to seeking and obtaining written consent of the other party, which consent should not be unreasonably withheld.

12. Settlement of Disputes.

The parties herein have agreed to be bound by this agreement which shall be governed and interpreted in accordance to the Laws and the Courts of Tanzania. In event of any dispute which the parties may fail to amicably resolve within 14 days, the same should be referred by an aggrieved or interested party to a court of competent jurisdiction for determination.

13. Entirety Of The Agreement


This is the entire Agreement between the parties herein, and shall supersede any other written or oral agreement, negotiations representation or understanding not contained in this agreement.

14. Force Majeure

If any party to this agreement is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations herein this agreement, that party shall give to the other party prompt written notice of force majeure with reasonable particulars concerning it, thereafter the obligation of that party shall be suspended during the period of force majeure and resume immediately after the force majeure is over. The affected party shall use all reasonable diligence to remove force majeure through the use of alternative means as quickly as practicable. The existence of force majeure shall not deprive the parties of any rights or remedies otherwise available in law.

IN WITNESS WHEREOF the parties hereto have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and DELIVERED
at **DAR ES SALAAM**
by the said **JONATHAN ELIUD HAULE**
who is identified to me by **YOU CHEN**
the latter being known to me personally
n my presence this **01st** day of **September**, 2022.



LESSOR

BEFORE ME:

Name: **DERICK TUMAINI RODGER**

Signature:  _____



Postal Address: **P.O. Box 75401**
DAR ES SALAAM
Qualification: **ADVOCATE**

SEALED with the **COMMON SEAL**
of the said **CFID FORESTRY**
LIMITED and **DELIVERED** in my
presence at Dar es salaam this
1st day of **September** , 2022



IN THE PRESENCE OF:

NAME: **LONGHUA WANG**
ADDRESS: P.O. Box 38568, DSM

A handwritten signature in blue ink, appearing to be "Longhua Wang".

SIGNATURE:
POSITION: **CEO**

BEFORE ME:

Name: **DERICK TUMAINI RODGEI**

Signature: _____

Postal Address: **P.O. Box 75401**
DAR ES SALAAM

Qualification: **ADVOCATE**

