

LEASE AGREEMENT

This LEASE AGREEMENT is made this 1st day of December, 2022

BETWEEN

MASEGESA MAGIRA MAGOMA of P. O. Box 51 RUANGWA (Hereinafter referred to as the LESSOR)

AND

ORASCOM CONSTRUCTION AND ENGINEERING COMPANY TANZANIA LTD of P. O. Box 11121 Dar es salaam and with contact number 0787838119 (Hereinafter referred to as the LESSEE)

PART ONE

THE PARTIES HEREIN ABOVE NAMED WITNESSETH the following:-

1. THAT the LESSOR, demises into the LESSEE of the one parking yard situated and described as Plot No.1 Block K at Namichiga in Ruangwa urbun containing forty thousand eight hundred and six decimal point seven (40,806.70) square metres industrial area that the rent payable in respect of the demised parking yard shall be Tanzania shillings ONE MILLION ONLY per month (TSH 1,000,000).
2. The LEASE hereby created shall be valid for a period of 12 month commencing on 1st December, 2022 and expires on the 30th November 2027 Renewable upon mutual agreement between parties.
3. The LESSEE shall pay the rent in FOUR instalments.

The LESSEE shall pay service charge of Tanzanian shillings Fifty thousand per month (50,000) i.e. 150,000 quarterly. Service charge will be used to pay security guards, electricity, water, fumigation, cleaning of common areas, and garbage collection costs

4. The LESSEE is shall pay a security deposit of shillings One month rent (1,000,000/=) which will be refunded at the end of the contract if the LESSEE shall not want to renew the contract and only if the yard is handed over back to

the Lessor in clean and satisfactory condition as was handed over at the beginning of the contract by the LESSOR to the LESSEE, fair wear and tear excepted.

5. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:-

- i) To pay agreed rent during the term of the lease on the day and in a manner aforesaid (that is THREE months in advance) without any deductions to the LESSOR or at such other place as the LESSOR might from time to time direct.
- ii) At all times to keep and maintain the interior of the demises yard water taps, internal sanitary ware, electric wire, pipes, lights any other fittings therein, and to repair and maintain in clean and tenantable repair, fair wear and tear excepted, throughout the lease period and to yield up to the LESSOR the demised yard in a tenantable state at end of the lease.
- iii) To reimburse the LESSOR the costs of any special cleaning necessitated by reason of having allowed the demised yard to become dirty and/or verminous or to the fixtures and fittings other than by resulting from fair wear and tear.
- iv) To permit the LESSOR, his agents, with or without workmen, at all reasonable time of the day, not less than 24 hours previous written notice addressed to the LESSEE by the LESSOR, (or immediately in case of need) to enter upon the yard and examine the state of defects and want of repairs falling within the LESSEE's covenants, or to give THIRTY DAYS notice in writing to the LESSEE to repair such defects or want of repair.
- v) Subject to clause (iv) above, the LESEE shall within a period of THIRTY DAYS from the receipt of any NOTICE in writing from the LESSOR, make good any defects of want of repairs found necessary, for which the LESSEE is liable. If the LESSEE shall not within the said period, after such a notice proceed with the execution of the such repairs, then it shall be lawful for the LESSOR to enter upon the said yard with all the necessary workmen and execute such repairs at the expenses of the LESSEE, notwithstanding that the carrying out of such repair works in a reasonable and proper manner may cause temporary obstruction, annoyance or inconvenience to the LESSEE.
- vi) Not to store or bring upon the demised yard any articles of a specially combustible, inflammable, or dangerous nature, and not to do or permit to be done anything upon the demised yard, or any part thereof, which may become a nuisance, annoyance, damage or inconvenience to the LESSOR, or occupiers of adjoining yard, or in the neighborhood, or to do or suffer to be done anything whereby the insurance policy of the yard, or any part thereof

may be rendered void or avoidable, or the increase to premium, and to reimburse all expenses or increases incurred by virtue of the breach of the covenant, and all such payment shall be added to and recoverable as rent.

- vii) To use the said yard for parking purposes only and not to change the conditions embodied in such without the consent of the LESSOR (or authorized representatives and agents) and to abide by the conditions embodied in such consent. Not to assign, underlet, or part with the possession of the demised yard or any part thereof without the written consent of the LESSOR.
 - viii) To ensure that the yard remains in a quiet, peaceful and enjoyable environment required for residential area at all time during the lease period.
 - ix) Not to erect any other building, structure or any partitions, wire roll upon the demised yard, nor to make or suffer to be made any alterations or improvement in or addition thereto, or to suffer any destruction, and to report in writing to the LESSOR any want of repair to the yard, PROVIDED THAT the LESSEE shall always, subject to prior written consent of the LESSOR, which shall not be unreasonably withheld, be allowed to erect or make any improvement and /or additions, which shall be removed prior to the termination or expiration of the said term. In such an eventuality, the LESSOR shall restore all damages thereby occasioned to their original state and condition as at the beginning of the lease.
 - x) To maintain the demised yard in clean and sanitary condition and bear, pay, discharge all sewerage and cesspit emptying charges attributed to the demised yard. (need clarification)
 - xi) To provide for and remain responsible for security at all times within the confines of the demised yard.(i.e. to ensure gate are closed at all times when you're not in the yard)
 - xii) Immediately before the delivering up of possession upon expiry of, or termination of the lease, to have the interior of the demised yard painted, and restored the same to their state and condition. (Need clarification. See clause 7, 8(ii) and (iii) above)
6. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:-
- a) THAT the LESSEE paying the rent hereby reserved, observing and performing all his obligations under this agreement shall quietly and peacefully HOLD and enjoy the said demised yard during the term hereby

created without unlawful interruption by the LESSOR, or any person claiming under it or in trust of it.

- b) To pay and discharge all rates, taxes, and land rent assessment, except service charges, upon the demises by the City or Urban Authorities. (depend with local authorities)
 - c) To keep the said yard in sufficient repair for the same to be usable for the purposes permitted under this lease agreement **PROVIDED** that the LESSOR shall not be liable to the LESSEE for any defect or want of repair under the covenant unless the LESSOR has sufficient written NOTICE thereof. (clarification on its applicability) **PROVIDED ALWAYS THAT** and it is hereby agreed and **DECLARED** as follows:-
7. THAT this agreement shall be subject to renewal at the end of the term herein created whereupon the LESSEE shall be required to give notice of his intention to renew the lease and thereupon pay the agreed rent **on the due date before or on expiry** of the term hereof.
 8. THAT both parties shall have the right to terminate the lease agreement upon giving the other party a one month's written NOTICE of the intention to do so, and the LEASE agreement shall be deemed to have ceased at the expiration of the said one months' notice. **PROVIDED** in the event of an early termination of the lease for, the LESSOR shall within two weeks refund the deposit and rent paid for unexpired period of the lease up to the date of such termination.
 9. **NOTWITHSTAND** the paragraph 11 above; the LESSOR shall have the right to summarily terminate this Agreement in the case where the LESSEE fails to pay the agreed rent at agreed time or refuse to abide to the terms of the lease.
 10. To comply with City or Urban Authorities requirements as to refuse collections, health regulations, which may include the removal from the yard of waste material, to dispose them in a safe manner as shall be required or directed by the City or Urban Authorities or Health Regulatory Bodies.
 11. THAT, this Agreement shall be governed by the Laws of the United Republic of Tanzania and shall be construed accordingly, and any disputes thereof shall be resolved in courts of law having jurisdiction in Tanzania.

IN WITNESS WHEREOF the LESSOR and the LESSEE duly executed these PRESENTS in a manner and on the dates hereinafter appearing.

SIGNED and DELIVERED by the said
MASEGESA MAGIRA MAGOMA
and DELIVERED

in our presence

This ... 2day of ... DEC2022

SEAL

Before me:-

Signature: 

Address: 278

Qualification: MAGISTRATE

HAKIMU
MAHAKAMA YA MWANZO
ILALA - WILAYA YA ILALA

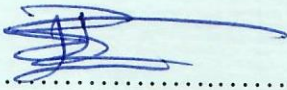
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