

# LEASE AGREEMENT

This Lease Agreement is being entered into at Arusha on this 8<sup>th</sup> day of June the year 2022.

BETWEEN

**MR. HELADIUS GODFREY KANJE**  
of P.O. Box 10201  
**ARUSHA-TANZANIA**

(Hereafter referred to as the "LESSOR")



AND

**KANGAROO BRANDS SHOECREAM (T) LIMITED**  
(Inc. No. 97515)  
(TIN: 119-991-366)  
of P.O. Box 10201,  
**ARUSHA-TANZANIA**

Plot No. 614, BLOCK 'DD' SOMBETINI AREA,  
FFU – MROMBO WARD,  
NEAR ARUSHA FFU – MROMBO WARD ARUSHA.  
(Hereinafter referred to as the "LESSEE")

**WHEREAS;** Mr. Heladius Godfrey Kanje is the legal owner of an immovable property situated at Plot No. 614, Block DD, Sombetini Area, FFU Mrombo Ward, Near Arusha FFU – Mrombo Ward, Arusha.

**WHEREAS;** Kangaroo Brands Shoe Cream (T) Limited is a Limited Liability Tanzanian Private Company with its business operations within the Arusha, Kilimanjaro, Manyara and Tanga Regions.

**AND WHEREAS;** Mr. Heladius Godfrey Kanje and Kangaroo Brands Shoe Cream (T) Limited, mutually agreed to enter into a five (5) years renewable Lease Agreement, to operate Industrial activities in the said building premises and or immovable property which is lawfully owned by Heladius Godfrey Kanje as demonstrated hereinabove.

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LESSEE

**NOW THEREFORE:** in consideration of the mutual agreements herein contained, the parties hereto agree as follows:-

**SUBJECT OF LEASE:**

All that piece and parcel of Land and together with all the building space contained therein belonging to Mr. Heladius Godfrey Kanje which has been well demonstrated hereinabove.

**DURATION AND COMENCEMENT OF LEASE:**

- The period of the lease shall be Five (5) years which is renewable by mutual agreement between the parties hereto;
- The Lease shall commence on the 2<sup>nd</sup> day of August, the year 2022 up to the 1<sup>st</sup> day of August, the year 2027, but the parties hereto may renew the said Lease upon issuance of three (3) months written notice before the expire of the five year Lease.

**RENTAL:**

- The rental charges for the whole building and space for the office and industrial operations within the said demised premises shall be TZS. 300,000/= per month thereto shall be payable two years in advance and thereafter the Lessee shall pay one year rent in equal installments, unless revised.
- The rent may not be revised during the lease period without mutual consent of the Parties the fact which shall be mutually agreed by the parties hereto.

**THE LESSEE'S COVENANTS:**

- (a) The Lessee shall take the above mentioned piece of Land described hereinabove in the recitals including but not limited to all the fittings, fixtures, electricity and water connections;
- (b) The Lessee shall use the demised premises described hereinabove for the purposes of operating industrial activities including but not limited to loading and off loading industrial commodities, and on anything concerning or related to industrial production or activities.
- (c) The Lessee shall pay electricity charges as per the bills received from respective authorities and the electricity usage shall be restricted to the connected load.
- (d) The Lessee shall ensure compliance of all statutory Acts, regulations, rules, orders and local/municipal laws and the Lessee shall be responsible for any fines or penalties imposed for non compliance of such rules.

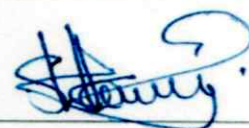
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- (e) The Lessee shall be entitled to display its sign board on the demised premises, the Name, Activities and Operations of the Company.
- (f) The Lessee shall ensure the security of their goods and personnel and shall have the right to employ security guards and shall ensure that the personnel employed by the Company maintain proper discipline and confirms the terms of this Lease Agreement.

**THE LESSOR'S COVENANTS:**

- (a) The Lessor shall pay all City, Municipal and other Local taxes levied by the any applicable authorities in respect of the demised premises.
- (b) The Lessor shall not be responsible for loss or damage to the property or goods of the Lessee kept in the demised premises which might occur due to theft, fire, natural calamity or any other similar reason.
- (c) The Lessor shall pay all water bills received from respective authorities in connection to normal usage/not industrial usage at the premises.

**OTHER IMPORTANT COVENANTS:**

**TERMINATION OF LEASE:**

- (a) This Lease Agreement is terminable at the option of the parties by giving three (3) months notice, and upon other terms mutually agreed between the parties hereto.
- (b) In case of breach of any terms of the agreement by either party herein, the aggrieved party will be at liberty to terminate this lease agreement forthwith provided the defaulting party has been aware of the breach and has been given Fourteen (14) calendar days to remedy the default and the same has not been remedied by the defaulting party after the lapse or expire of the 14 days.

**MODIFICATION:**

No change in, addition to, modification or waiver of the terms and provisions of this Agreement shall be binding upon the parties herein unless it is mutually agreed upon in writing.

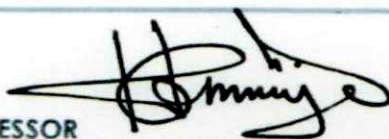
**EXECUTION OF THE LEASE:**

This Lease Agreement shall be executed in triplicate, each party shall keep one copy and one shall remain with the Lawyer who witnessed the execution of this deed. The withholding Tax, Stamp duty and all other expenses in respect of this Lease Agreement shall be payable by the parties in accordance with the Law.

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**ARBITRATION:**

Where there is a conflict between the parties in the interpretation or enforcement of this Agreement may refer the matter to an arbitrator mutually appointed by both parties hereto and the decision of the Arbitrator shall be final and binding upon the parties hereto.

**JURISDICTION:**

This Agreement including the arbitration clause shall be governed by the laws of the United Republic of Tanzania.

**IN WITNESS WHEREOF;** this agreement has been executed by the duly authorized representatives of the Parties hereto on the day and Year first above written.

**SIGNED AND DELIVERED**

By the said  
**Heladius Godfrey Kanje**  
who is known to me  
personally in my presence  
This 8<sup>th</sup> day of June, 2022



**HELADIUS GODFREY KANJE**  
LESSOR

**WITNESS:**

Signature: 

Name: Median B. Mwale

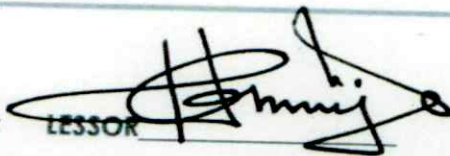
Address: 2122, Arusha

Designation: Advocate



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SIGNED AND DELIVERED  
FOR AND ON BEHALF OF  
KANGAROO BRANDS SHOE (T) LIMITED,

this 8<sup>th</sup> days of June, the year 2022.

SPENSIOSA HELADIUS KANJE

For: LESSEE



DESIGNATED SIGNATORY:

Signature: \_\_\_\_\_

Name: SPENSIOSA H. KANJE

Address: BOX 10201 ARUSHA

Designation: DIRECTOR

DRAWN BY:

Median Boastice Mwale,  
JJM & Co. ADVOCATES,  
P.O. Box 2122,  
Plot No. 44 E, INDIA STREET  
TEL. +255 (0) 686 848484  
ARUSHA-TANZANIA.

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