

LEASE AGREEMENT

BETWEEN

CHARLES FREDY MWAKIBETE

AND

CHAGATU EARTH WORKS COMPANY LIMITED

[In Respect Of Plot No. KK12 Kulasini Dar es Salaam]

Drawn by:

Prince Mwalwa, Advocate

SMITH ADVOCATES

1st Floor, UAP Insurance Building
Nyerere Road, Opp. Nyerere Square

P.O. Box 2613,
Dodoma - Tanzania



LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and effective this 01 day of 01 2023
By and between

CHARLES FREDY MWAKIBETE of P. O. Box 3377 DAR ES SALAAM, hereinafter referred to as "**The Landlord**" which term shall, whenever the context requires refer to his successors, and assigns of title.

And

CHAGATU EARTH WORKS COMPANY LIMITED, limited liability Company incorporated in the United Republic of Tanzania and of P. O. Box 3377 DAR ES SALAAM, hereinafter referred to as "**The Tenant**" which term shall, whenever the context requires refer to his successors, and assigns of title.

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in "Article II" and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - PREMISE

Landlord hereby rents to Tenant and Tenant accepts a premises located at following address: **Plot No. KK12 Kulasini Dar es Salaam** (the "**Leased Premises**").

ARTICLE III - LEASE TERM

The term of this Lease shall be for the term of **Five Year (5)** commencing on the date of **1st day of January, 2023** "Commencement Date" and shall terminate on **31st day of December, 2028**

ARTICLE IV - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE V - RENT

A. The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct the Tenant, the rent for the first year of the initial term of this lease be **Tanzanian Shilling One Hundred and Fifty Thousand Only**

Landlord Initials: CM

Tenants Initials: AM

(Tshs.150,000/=) per month exclusive of the net of applicable withholding tax applied on such rental income.

- B. There shall be no refunds of the rent if the Tenant terminates the lease or otherwise abandons the Leased premise prior to the expiration of the original or extended term of the lease, or violates the terms of this agreement.

ARTICLE VI - CONSTRUCTION AND COMPLETION

A. Improvements by Tenant.

Tenant shall make no alterations to the Leased premise or construct any building or make other improvements without the prior written consent of Landlord.

All alterations, changes, and improvements built, constructed, or placed on or around the Leased premise by Tenant, with the exception of fixtures properly removable without damage to the Leased premise and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

- B. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

ARTICLE VII - TAXES

Landlord shall pay, prior to delinquency, all general real estate taxes and instalments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

ARTICLE VIII - TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- a) To pay the said rent at the time and in manner aforesaid and comply with all other terms and conditions as appear in this Agreement
- b) To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting reasonable wear and tear;
- c) To comply with health regulations.
- d) To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Leased premise provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

Landlord Initials: C.M

Tenants Initials: [Signature]

ARTICLE IX - LANDLORD'S COVENANTS

Landlord covenants and agrees as follows:

- a) That the tenant paying the said rent and observing and performing all his obligations as under this Agreement may quietly enjoy the said premises without any interruption by the Landlord or any person rightfully claiming under him.

ARTICLE X - USE OF PROPERTY BY TENANT

The Leased premise shall be used and occupied by Tenant exclusively for commercial purpose as an office premise.

ARTICLE XI - ASSIGNMENT AND SUBLETTING

- A. Tenant shall not assign this, or sublet or grant any concession or license to use the Leased premise or any part of the Leased premise without Landlord's prior written consent.
- B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, to terminate this Lease.

ARTICLE XII - INSURANCE

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

ARTICLE XIII - RIGHT OF INSPECTION

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Leased premise for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

ARTICLE XIV - MAINTANANCE AND REPAIR

- A. During the Lease term, Tenant shall keep and maintain the Leased premise and appurtenances in good and sanitary condition and all necessary repairs to the leased premise or any damage caused by his family, agent, or visitors' abuse or negligence except for repairs worn through normal occupancy shall be made at Tenant's expense.
- B. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Leased premise, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.
- C. Tenant agrees that no signs shall be placed or painting done on or about the Leased premise by Tenant without the prior consent of Landlord.

Landlord Initials: C.M

Tenants Initials: Adem

ARTICLE XV - PARKING

All vehicles are parked at the risk of the tenant and the tenant acknowledges that the driver of any vehicle parked in the parking bay enters the parking area at its own risk. The tenant accordingly indemnifies the landlord against any loss or damage of whatsoever nature and howsoever caused to any person entering the parking area

ARTICLE XVI - GOVERNING LAW

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

SIGNED and DELIVERED at Arusha by the said **CHARLES FREDY MWAKIBETE** who is known to me personally in my presence This 01 day of JANUARY 2023

Charles Fredy Mwakibete

LANDLORD

BEFORE ME:

Signature: *Prince Mwalima*
Name: PRINCE MWAILWA
Address: P.O. Box 2613 DODOMA
Qualification: **Notary Public/Advocate**



SEALED with the **COMMON SEAL** of **Chagatu Earth Works Company Ltd** Tenant Herein and **DELIVERED** in the presence of us this 01 day of JANUARY 2023



For and on Behalf of Chagatu Earth Works Company Ltd
Full Name: DATIKA GASPER MIKENDI
Signature: *Datika Gasper Mikendi*
Postal Address: P.O. Box 3399 DODOMA
Designation: **DIRECTOR**

BEFORE ME:

Signature: *Prince Mwalima*
Name: PRINCE MWAILWA
Address: P.O. Box 2613 DODOMA
Qualification: **Notary Public/Advocate**



Landlord Initials: C.F.

Tenants Initials: *Datika Gasper Mikendi*