

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 1st day of **February** 2023.

BETWEEN

WALLACE BONIFACE MFUKO of P.O. Box 105246 Dar es Salaam-Tanzania (hereinafter called "**the Lessor**") which expression shall where the context so admits include his successors, assignees and agents of the one part.

AND

CONVICTA, INC. of P.O. Box 5683 Dar es Salaam - Tanzania (hereinafter called "**the Lessee**") which expression shall where the context so admits include his successors, assignees and agents, of the other part.

WHEREAS

The Lessor is desirous of leasing the premises at Chanika Kofi Village, Kabuku Ward, Handeni District, Tanga Region within Tanzania (hereinafter referred to as "the Demised Property" to the lessee to hold and enjoy the same for office purposes on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. The **Lessor** hereby demises unto the **Lessee** the demised property TOGETHER WITH the right of access TO HOLD into the Lessee for a term of **FOUR (4) YEARS** with an option to renew commencing on the 1st day of February 2023 to 1st day of February 2027 at a monthly rent of **Tanzania Shillings Three Hundred Thousand Only (TZS 300,000/=)** per month payable after every twelve calendar months thus **Tanzania Shillings Three Million Six Hundred Thousand Only (TZS 3,600,000/=)**.
2. At any such time not later than six months before this lease expires, the **lessee** may serve a notice to the **Lessor** signifying his intention to renew the lease term at the time of expiry of this lease if he so wishes.
3. If the Lessee is desirous of taking a new of the Demised Property after the expiration of the term hereby granted and of such his desire to the Lessor notice in writing not less than six months before the expiration of the said term then the Lessor shall at or before the expiration for the term hereby granted, grant to the Lessee a new lease of the Demised Property for a further term of two years to commence from and after the expiration of the term hereby granted at the same Rent or at a Rent to be agreed

between the parties hereto not less than three months before the expiration of the said term.

4. The Lessor shall deduct withholding tax on the rent concerning the property and remit the same to TRA however stamp duty should be borne by both the Lessor and the Lessee.

5. **THE LESSEE HEREBY COVENANTS with the LESSOR;**

- i. At all times to keep the demised property good repair and fair condition.
- ii. To permit the **Lessor** and his agents and other persons authorized in writing by the **Lessor** to enter the demised property at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the condition of the demised property.
- iii. Not to assign, sublet or part with the possession of the demised property hereby demised without the written consent and permission of the **Lessor**.
- iv. Not to use the demised property for illegal purposes or in a way that would create nuisance or any damage to the public or neighbours.
- v. On the expiration of the lease term to deliver up the demised property to be Lessor with all keys, locks and fasteners in good repair and condition, reasonable wear and tear accepted.

8. **THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:**

- i. To give vacant possession of the Demised Property to Lessee, free of any kind of occupation.
- ii. The Lessee paying the rent hereby agreed upon, observing and performing the covenants and stipulations herein on the part of the Lessee contained, shall peacefully hold and enjoy the demised property during the term created without interruption by the Lessor.


9. **PROVIDED ALWAYS** and it is hereby agreed as follows;

- i. That the tenancy hereby created shall be determinable at the option of either party by giving the other party a three-month notice in writing.

- ii. That if the **Lessor** gives notice in writing to the **Lessee** as above, without reasonable cause and where the **Lessee** has not breached any of the covenants in this lease agreement, the **Lessor** shall pay the **Lessee**.
10. That any demand for payment or notice requiring to be made upon or given to the **Lessee** shall be sufficiently made or given if sent by the **Lessor** or his agents through the post by registered letter addressed to the **Lessee**, and that notice requiring to be given to the Lessor shall be sufficiently given if sent by the **Lessee** through the post by registered mail addressed to the **Lessor** at his usual or last known place of residence AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.
11. The rent agreed upon may be revised prior to the expiry of this lease term and before entering into the new lease.
12. This lease shall be governed and construed in accordance with the laws of Tanzania.

IN WITNESS WHEREOF the parties herein have hereto signed this deed on the 1st day of **February** 2023 and the manner as hereinafter appearing.

SIGNED and **DELIVERED** at Dar es Salaam by
the said **WALLACE BONIFACE MFUKO**
who has been known/introduced to me
by _____
who is personally known to me in my
presence on this 1st day of **February**, 2023.



LESSOR

BEFORE ME:

Name **MARCO FRANK MKUMBO**

Signature 

Address **3404 DAR ES SALAAM**

Qualification **Notary Public**



STAMPED and DELIVERED at **Dar es Salaam** with the stamp
Of the said **CONVICTA, INC.** this 1st day of **February** 2023

CONVICTA, Inc
BVI Company number 210711
LESSEE

WITNESSED BY:

Name **MARCIO BORGES RIBEIRO DE MELLO**

Signature

Address P.O.Box 5683 Dar es Salaam

Qualification **DIRECTOR**