

LEASE AGREEMENT

THIS AGREEMENT is made this.....29th..... day of.....September.....2023

BETWEEN

FLAVIANUS MOMBA MAHITI of P.O BOX 77897 Ubungo, Dar-es-Salaam (hereinafter referred to as "**The LESSOR**") which expression shall, where the context admits, includes his successors, administrators, executors and assigns, of one part.

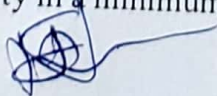
AND

CALGARTH INVESTMENT LIMITED of P.O.BOX 8894 DAR-ES-SALAAM, TANZANIA (Hereinafter referred to as "**the LESSEE**") which expression shall, where the context admits, includes successors, administrators, executors and assigns, of the other part.

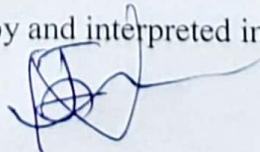
WHEREAS the **LESSOR** is desirous of letting to the **LESSEE** the Commercial Area on Plot No. P7458, Mbezi Msigani, Ubungo Municipality, Dar-es-salaam with a certificate of **Title Number DSMT1004468** (Herein after referred to as ("Demised premises")) and the **LESSEE** is willing to rent such premises on the terms and conditions stipulated hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. **THAT** the **LESSOR** leases the whole of his property for a period of Six (6) years effectively from **1st of October 2023 to 30th September 2029** (Hereinafter referred to as "**the effective period**") at a **Monthly** rent of United States Dollars Ten thousand (US\$10,000.00) VAT Inclusive.
2. **THAT** The first rental payment for the first 12 months of this contract shall be paid in full within 2 weeks after execution of this contract.
3. **THAT** the period of tenancy shall be for a term of Six years from 1st October 2023 to 30th September, 2029 subject to renewal as agreed by both parties (Herein after referred to as tenancy period).
4. **THAT** the **LESSOR** has permitted the **LESSEE** to carry out renovations to the property to suit their business and at the end of the Lease Agreement the Lessee will surrender the property in a minimum commensurate standard as at the commencement of this contract.

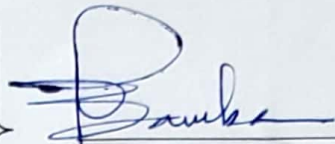


5. **THAT** the **LESSOR** hereby grants to the **LESSEE** a one week' grace period from date of signing the contract for purposes of carrying out the above mentioned renovations to fit the **LESSEE'S** specified business purposes.
6. **THAT** upon execution of this Agreement and payment of the rent as provided for herein above, the **LESSEE** shall thereafter be entitled to enter into full possession of the said property and start carrying out the renovations.
7. **THAT** the **LESSEE** shall pay all electricity charges, water bills and meet costs for other services/utilities used by him on the said property during the term of this lease.
8. **THAT** during the term of the lease, the **LESSEE** undertakes to develop/effect constructional changes within the said property at his own expense including such alterations to fit the **LESSEE'S** any further requirements.
9. **THAT** the **LESSEE** agrees to maintain the said property and to give back full vacant possession of the said property to the lessor at the expiry of this Lease Agreement, fair wear and tear accepted.
10. **THAT** for the avoidance of doubt, it is understood that neither party, **LESSOR/LESSEE** shall terminate the Lease Agreement within the first 9 months, thereafter the **LESSOR/LESSEE** may terminate the Lease Agreement, giving **nine (2) months' notice** in writing to the other party. Notice by the **LESSOR** shall entail refund of unexpired rental remunerations (if any).
11. Any notice to be given in this Lease Agreement by the **LESSOR/LESSEE**, may be given by hand delivered in an envelope to the **LESSOR/LESSEE** or by registered post and notice shall be deemed to have been given after confirmation that it has been received by the receiving party.
12. **Force Majeure** - If and to the extent that the performance of this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders or any other similar cause beyond reasonable control and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the obligations of the **LESSEE** under this agreement shall be suspended within the scope of the force majeure.
13. This agreement shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania.




IN WITNESS WHEREOF the parties aforementioned have executed this Agreement in Triplicate on the day, month and year hereinabove written.

SIGNED and DELIVERED at Dar Es Salaam by the said FLAVIANUS MOMBA MAHITI who is known to me personally/has been identified to me by ----- the latter known me personally in my presence this 29th day of September, 2023


THE LESSOR


Witness:

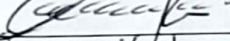
Name : PENDO A. NGOWI
Signature : 
Postal Address: 68033 DSM.
Qualification : ADVOCATE.



SEALED with the COMMON SEAL of the said CALGARTH INVESTMENT LIMITED and DELIVERED at Dar es Salaam in Our presence this 29th day of September 2023



Signature: 
Name: OGUNA OBIDIKE
Postal Address: 363 TWIN PALM RD KABULONGA
Qualification: **DIRECTOR**

Signature: 
Name: NWAECHEKWU CHIGOZIE AZUBIKE
Postal Address: 363 TWIN PALM RD KABULONGA LUSAKA
Qualification: **DIRECTOR**

Drawn By:
Integrity Law Associates (Advocates)
Samora Avenue
Holland House 1st Floor - Suit 114
P. O. Box 71963
Dar es Salaam 