

THE LAND REGISTRATION ACT, CAP. 334

LEASE AGREEMENT

between

Prof Anna Kajumulo Tibaijuka

and

Stepping Stones School Limited

In relation to Plot No. 23, along Karume/Tumbawe Street in Oysterbay, Land Office Number 49183, Kinondoni, Dar es Salaam, which is comprised under Certificate of Title Number 186034/18



LEASE AGREEMENT - Oysterbay Property

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Stepping Stones School Limited

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This LEASE AGREEMENT is dated

BETWEEN

- A. **PROF ANNA KAJUMULO TIBALJUKA**, a Tanzanian female citizen of P.O. Box 7409 Dar es Salaam, Tanzania, whose current NIDA number is 19501012-11465-00001-14 as **Party A** is hereafter called the **Landlady**, which expression shall include all her lawful agents; and
- B. **STEPPING STONES SCHOOL LIMITED**, a Tanzanian registered company of P. O. Box 64 Dar es Salaam and 4 Miti Road, East Upanga, Hala, Dar es Salaam, Tanzania, whose incorporation number is 141665138 as **Party B** is hereafter called the **Tenant**, which expression shall include all its lawful agents.

PREAMBLE

- I. The **Landlady** is the lawful owner of Plot Number 23 along Karume/Tumbawe Street in Oysterbay, Land Office Number 49183, Kinondoni, Dar es Salaam, which is comprised under Certificate of Title Number 186034/18 (**Oysterbay Property**).
- II. The **Tenant** wishes to lease the main house section only of the Oysterbay Property.
- III. The **Landlady** and the **Tenant** have agreed that the Oysterbay Property shall be leased upon the terms and conditions contained in this Lease Agreement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

1. Lease Term

- 1.1 The Landlady shall lease the Oysterbay Property to the Tenant for a term of twelve (12) years (the **Lease Term**).
- 1.2 The Lease Term shall start on 1 November 2022 (the **Start Date**) and shall end on 31 October 2034 (the **End Date**), unless the Lease Term is renewed, varied or terminated pursuant to clauses 6, 7 and 8 below.
- 1.3 The Lease Term shall be divided into five phases:
- (a) Phase one, 3 years: 1 November 2022 to 31 October 2025;
 - (b) Phase two, 3 years: 1 November 2025 to 31 October 2028;
 - (c) Phase three, 2 years: 1 November 2028 to 31 October 2030;
 - (d) Phase four, 2 years: 1 November 2030 to 31 October 2032; and
 - (e) Phase five, 2 years: 1 November 2032 to 31 October 2034.

2. Lease Use

- 2.1 During the Lease Term, the Tenant shall use the Oysterbay Property for residential cum commercial purposes only (the **Lease Use**).

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Anna Kajumulo Tibaljuka
Prof Anna Kajumulo Tibaljuka

Anna Kajumulo Tibaljuka
Prof Anna Kajumulo Tibaljuka

2.2 As part of the Lease Use, the Tenant shall renovate and make improvements to the Oysterbay Property pursuant to the renovation plan described in the schedule to this Lease Agreement (the **Renovation Plan**).

3. Lease Rent

3.1 The Tenant shall pay a rent of USD 6,000 per month, 12 months in advance, for the first phase of the Lease Agreement, followed by a 10% increase for every subsequent phase as follows:

Payment date	Lease Rent	Rent period
1 November 2022	USD 6,000.00	1 November 2022 – 31 October 2023
1 November 2023	USD 6,000.00	1 November 2023 – 31 October 2024
1 November 2024	USD 6,000.00	1 November 2024 – 31 October 2025
1 November 2025	USD 6,600.00	1 November 2025 – 31 October 2026
1 November 2026	USD 6,600.00	1 November 2026 – 31 October 2027
1 November 2027	USD 6,600.00	1 November 2027 – 31 October 2028
1 November 2028	USD 7,260.00	1 November 2028 – 31 October 2029
1 November 2029	USD 7,260.00	1 November 2029 – 31 October 2030
1 November 2030	USD 7,986.00	1 November 2030 – 31 October 2031
1 November 2031	USD 7,986.00	1 November 2031 – 31 October 2032
1 November 2032	USD 8,784.60	1 November 2032 – 31 October 2033
1 November 2033	USD 8,784.60	1 November 2033 – 31 October 2034

3.2 The Lease Rent shall be paid into the Landlady's bank account, the details of which are as follows:

Bank Name	: CRDB Bank PLC
Account Name	: Anna Kajumulo Tibaijuka
Account Number	: 0252335619700
Account Currency	: USD

3.3 Notwithstanding clause 3.1 above, the Landlady and the Tenant may renegotiate the Lease Rent if circumstances so allow in good faith.

4. Landlady's Covenants

4.1 The Landlady hereby covenants to the Tenant that:

- (a) the Landlady is the lawful owner of the Oysterbay Property and she is entitled to lease it to the Tenant;
- (b) upon making the first payment of the Lease Rent on or before 1 November 2022, the Oysterbay Property shall be given to the Tenant so that the Tenant may take possession of it;
- (c) upon taking possession of the Oysterbay Property, the Tenant shall implement the Renovation Plan, provided that all relevant government permits have been obtained (and the costs of obtaining such permits, shall be borne by the Tenant);
- (d) upon paying the Lease Rent, the Tenant shall peaceably and quietly possess and enjoy the Oysterbay Property throughout the Lease Term;


Landlady's Name


Tenant's Name

- (e) the Landlady shall keep the Oysterbay Property insured throughout the Lease Term. For the avoidance of doubt, the Landlady shall not bear the costs of or be responsible for insuring the assets of the Tenant at the Oysterbay Property;
- (f) the Landlady (and her lawful agents) shall only enter into the Oysterbay Property at all reasonable times and upon giving reasonable notice to the Tenant (or its lawful agents), for the purpose of inspecting its condition;
- (g) all relevant government charges that are required to be paid by landowners shall be paid by the Landlady in respect of the Oysterbay Property (with such charges including but not limited to, land rent);
- (h) the Landlady may terminate this Lease Agreement if at any time during the Lease Term, the Oysterbay Property cannot be used pursuant to the Lease Use, provided that such event has not been caused by the Tenant's own actions (whether or not intentional); and
- (i) the Tenant may terminate this Lease Agreement pursuant to the terms and conditions stated herein.

5. Tenant's Covenants

5.1 The Tenant hereby covenants to the Landlady that:

- (a) the Oysterbay Property shall be used pursuant to the Lease Use throughout the Lease Term;
- (b) the Tenant shall not unreasonably disturb neighbours or the surrounding area;
- (c) the Tenant shall not materially alter or deviate from the Renovation Plan without having obtained the prior written consent of the Landlady;
- (d) if the Tenant materially alters or deviates from the Renovation Plan, the Landlady shall be allowed to terminate or renegotiate the terms and conditions of this Lease Agreement (with such renegotiation including but not limited to, increasing the Lease Rent);
- (e) all relevant government permits shall be obtained prior to undertaking the Renovation Plan;
- (f) in light of the risks and costs associated with undertaking the Renovation Plan, the Tenant shall be responsible for all repairs, maintenance and upkeep of the Oysterbay Property and shall keep the Oysterbay Property in good and tenable condition throughout the Lease Term;
- (g) the Tenant shall pay all and any charges relating to electricity, water, communication, waste removal, security and any other similar operating charge arising from or connected to the Oysterbay Property throughout the Lease Term;
- (h) the Tenant shall bear the costs of and be fully responsible for insuring all of its assets at the Oysterbay Property throughout the Lease Term;
- (i) the Landlady (and her lawful agents) shall be permitted to enter into the Oysterbay Property at all reasonable times and if reasonable notice has been

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Estate Agent

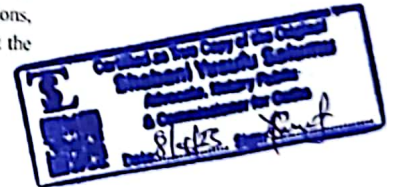
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Estate Agent

received from the Landlady (or her lawful agents) so that the Landlady (and her lawful agents) may inspect its condition;

- (j) the Landlady (and her lawful agents) shall be indemnified and held harmless from any and all claims, demands, suits, force majeure events (with such force majeure events including but not limited to, floods) and liabilities of whatever nature arising from or connected to the Oysterbay Property throughout the Lease Term;
- (k) the Oysterbay Property shall not be transferred, mortgaged, charged, sub-leased or otherwise parted with by the Tenant without having obtained the prior written consent of the Landlady;
- (l) at the End Date or in the event this Lease Agreement is terminated prior to the End Date, any and all improvements and renovations made to the Oysterbay Property (whether or not pursuant to the Renovation Plan) shall be and remain with the Landlady. For the avoidance of doubt, the Landlady shall not be required to refund the Tenant for any and all improvements and renovations made to the Oysterbay Property;
- (m) at the End Date or in the event this Lease Agreement is terminated prior to the End Date, the Tenant confirms that all of its rights in and over the Oysterbay Property shall extinguish, however, nothing stated herein shall be construed to suggest that the parties intend to oust the jurisdiction of the Courts or arbitral tribunal from adjudging or determining the legality or justifiability *vel non* of the termination this lease agreement by any of the parties; and
- (n) the Landlady may terminate this Lease Agreement pursuant to the terms and conditions stated herein.
- (o) It is agreed that at the termination of this Lease, Tenant may remove any movable personal property which it has placed in the Demised Premises, except any property which has been attached to the Demised Premises in such a manner as to become a fixture, including, but not limited to, such property as electric and gas fixtures, switches and controls, floor and wall coverings, heating and air conditioning equipment and alterations, additions or improvements of any kind to the Demised Premises, all of which shall become the property of Landlady upon the termination of this Lease, provided, however, that no such alterations, additions or improvements may be made to the Demised Premises without the prior written consent of Landlady as herein specified.

6. Renewal of this Lease Agreement

This Lease Agreement may be renewed if on or around the End Date, the Landlady and Tenant both agree to enter into a new lease agreement. For the avoidance of doubt, the new lease agreement may include such terms and conditions as may be agreed upon by the Landlady and Tenant at that time (which may or may not include some or all of the terms and conditions contained in this Lease Agreement). However, the parties agree that there will be no expectation of renewal of the lease unless such intent is evinced



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Lessee's Initials

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Landlord's Initials

and communicated in writing to the Landlady by the Tenant 3 months prior to the lapse of the term of this lease agreement.

7. Variations of this Lease Agreement

No variations of this Lease Agreement shall be effective unless they are in writing and signed by both parties.

8. Termination of this Lease Agreement

8.1 This Lease Agreement may be terminated prior to the End Date by the Landlady by giving 90 days' written notice and only if:

- (a) The Tenant fails to pay the Lease Rent in accordance with clause 3.1 of this Lease Agreement and fails to remedy the breach within 14 days;
- (b) the Tenant fails to implement the Renovation Plan within a reasonable period of time from the Start Date provided that there is no reasonable justification for the failure to implement the said plan;
- (c) the Tenant is declared by the Tanzanian Court of Appeal to be insolvent, bankrupt or criminal;
- (d) the Tenant has sub-leased, mortgaged, charged, encumbered, collateralised or parted with the Oysterbay Property in any way without the written consent of the Landlady; or
- (e) the Tenant's use of the Oysterbay Property has been officially declared by government authorities to be unlawful in the neighbourhood and provided that such a decision is not subject to reconsideration by the Government or judicial review by the High Court..

8.2 The Lease Agreement may be terminated prior to the End Date by the Tenant by giving 90 days' written notice and only if:

- (a) The Oysterbay Property is destroyed or damaged due to a "force majeure event" which means an event not within the Tenant's reasonable control, such as natural disasters, civil wars, and terrorist attacks; or
- (b) The Tenant wants to leave the Oysterbay Property and the Landlady certifies in writing that the Tenant is not leaving the Oysterbay Property in a worse condition than that which the Tenant found it, provided that the assessment of the condition of the property shall be conducted reasonably and shall consider the normal wear and tear resulting from use of the property not to detract from sound condition of the property or amount to a worse condition.

8.3 For the avoidance of doubt, the Landlady shall not be required to refund the Tenant for any unutilised Lease Rent or any other expenses that the Tenant may have incurred in connection with this Lease Agreement in the event of termination by any party provided that the Tenant's termination of the lease agreement is not as a result of the breach or contravention of this lease agreement by the Landlady ..

[Signature]
Lessor's Landlady

[Signature]
Tenant's Landlady

9. Notices

All notices given under this Lease Agreement shall be in writing, in the English language and may be delivered to any of the following addresses:

- **Landlady:** Physical Address: House No 8, Senga Road, Mikocheni A, Dar es Salaam, Tanzania / Email: tibajjuka.anna@gmail.com and propertiestanzania2@gmail.com / Phone: +255767838722
- **Tenant:** Physical Address: Oysterbay Property / Email: finance@steppingstones.ac.tz / Phone +255767786125

10. "Lawful Agent"

In this Lease Agreement, the expression "lawful agent", means any person (natural or legal) designated in writing by the Landlady or Tenant as being authorised to enforce the Landlady's or Tenant's rights and obligations under this Lease Agreement.

11. Dispute Resolution

Any dispute arising out of or in connection with this Lease Agreement shall be resolved as follows:

- first, through amicable discussions and good-faith negotiations;
- second, through third-party mediation and arbitration which shall be carried out within a 30 days period by an accredited mediator to be appointed by the parties; and
- finally, through litigation in the Tanzanian courts.

12. Waiver.

Failure by any party to this agreement to insist upon the strict performance of any term, condition or covenant to be performed pursuant to the term of this Lease agreement or to exercise any option, right, power or remedy contained in this Lease agreement shall not be deemed nor construed as a waiver of such right now or subsequent hereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

13. Successor and Assigns

Each and every covenant, term, condition and obligation contained in this Lease Agreement shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors in title and assigns of Landlady and the Tenant. Whenever reference to the parties hereto is made in this Lease agreement, such reference shall be deemed to include the legal representatives, successors in title and assigns of Landlady and the Tenant as if in each case expressed.


Landlady's Signature


Tenant's Signature

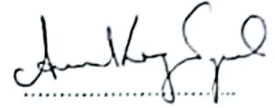
14. **Governing Law**

This Lease Agreement shall be governed by the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties have executed this **LEASE AGREEMENT** in the following manner:

THE LANDLADY

Signed by PROF ANNA KAJUMULO TIBAJUKA
on 10th October, 2022



Landlady's signature

WITNESS

Name:

MARZOKI AFRIKA

Qualification:

COMMISSIONER FOR OATHS

Address:

1114 DAR-EL SALAM

Signature:



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THE TENANT

Signed for and on behalf of
STEPPING STONES SCHOOL LIMITED



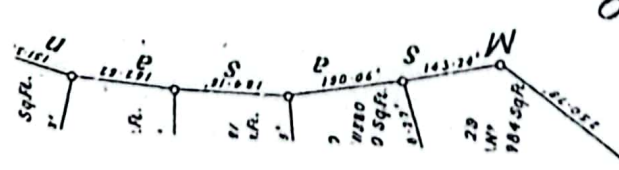
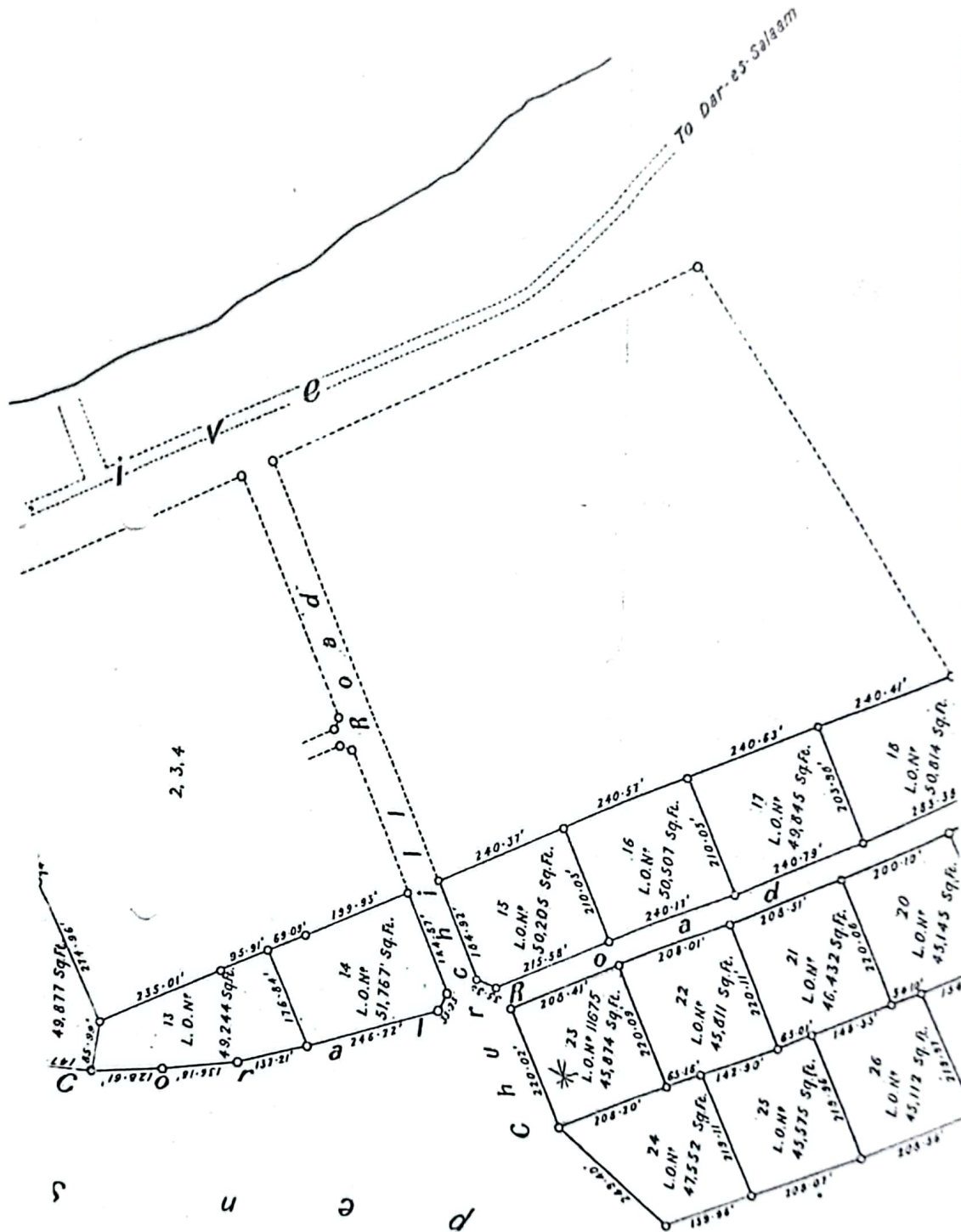
1. [Signature]
Designation: Director.

2. [Signature]
Designation:

WITNESS

Name: MARZOUK AFRICA
Qualification: COMMISSIONER FOR OATHS
Address: 1114 DAR-ES-SALAAM
Signature: [Signature]






 Certified as True Copy of the Original
Shahani Yusufu Salumu
 Advocate, Notary Public
 & Commissioner for Oaths
 Date: 26/1/25 Sign: [Signature]