

THE REGISTRATION OF DOCUMENTS ORDINANCE
(CAP 117)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Bukoba on this 10th October 2022

BETWEEN

DEPSON KAIZILEGE BALYAGATI of P. O. Box 82, BUKOKA, Tanzania (hereinafter referred to as “**the LESSOR**”, which expression shall, where the context so admits, include assigns, executors and other successors in title) of the one part.

AND

BALLYABLE INC.LIMITED of, P. O. Box 797, DAR ES SALAAM. (Hereinafter referred to as “**the LESSEE**” which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

WHEREAS the LESSOR is the owner of all those premises known as situated at KYEMA VILLAGE, KATERERO WARD, BUKOBA DISTRICT, and KAGERA REGION (Hereinafter referred to as 2the demised premises”).

AND WHEREAS the LESSOR has agreed to let demised premises referred here in above on the terms and conditions hereinafter contained.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- a) The Lessor hereby demised unto the Lessee the demised premises to hold the same for a period of 20 Years commencing on the 10th of October 2022 (hereinafter called effective date) until 10th October, 2042 (renewable by mutual agreement) as part of Shareholders contribution in the company.
- b) To maintain the demised premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring, Farm etc., in good repair and tenantable condition fair wear and tear excepted.
- c) Not to keep or permit to be kept on the demised premises any materials of dangerous or explosive nature or the keeping of which may contravene any state or local regulations or by Laws or to carry on or do anything that may constitute a nuisance to public or private or be a cause of disturbance or annoyance, or danger to neighbor, or public.
- d) To give notice of at least one (1) month before the expiry of the term hereby created to the Lessor expressing his (Lessee’s) intention whether or not to renew the lease for further term. In the absence of which the lessor may choose to assume continuation of the existing lease for another period of twelve months.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- a) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the room comprised in the demised premises in good repair.
- b) The Lessee shall be responsible for the safe keeping of his personal belonging.
- c) In case of maintenance and repair for facilities and fixtures, the Lessee shall inform the Lessor in time, and the Lessor shall involve in equivalent professional technician and bear the charges.

However, in case of such maintenance and repair needs due to the Lessee's mis-operation or fault, upon receiving the notice, the Lessor shall involve in equivalent professional technician in time and the Lessee shall be the charges.

3. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

- a) In the event of any dispute of claim arising from the or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court or tribunal in Bukoba Tanzania for adjudication and settlement.
- b) Either party may terminate the lease by giving the other party a written prior notice of one month of such intention, in which case any advance but unused rental payment shall be refunded by the Lessor. In the case where the Lessee has terminated the lease within the first 6 months an additional (1) One month's rent will be deducted.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THIS HANDS AND SEALS as the day year first above written:

SIGNED by the said Depson Kaizilege Balyagati (LESSOR)

on this 10th day of October 2022

Signature:


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**Address: P. O. Box 82
Bukoba**

SIGNED by the said Devotha Kokunula Balyagati (LESSEE)

On this 10th day of October 2023

Signature:


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**Address: P. O. Box 797
Dar es Salaam**