

## LEASE AGREEMENT

This lease Agreement is made this 1<sup>st</sup> day of October, 2024 and ended on 31<sup>st</sup> day of July 2029.

### BEIWEEN

**BM MOTORS COMPANY LIMITED**, of Post Office Box Number 723 Iringa, Tanzania (hereinafter referred to as "the Lessor"-which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and assigns ) of the one part.

### AND

**RUGAO NDEFU INVESTMENT LTD** a limited liability Company existing under the laws of Tanzania/ whose principal place of business is situated at Dar es Salaam, of Post Office Box Number ....Dar Es Salaam, Tanzania (hereinafter referred to as "the LESSEE"-which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and assigns) of the other part.

WHEREAS the lessor is the legal owner of the property (hereinafter referred to as "the lessor property"), located at Plot No.28 Block "A" Zagereni Industrial Area within Kibaha-Pwani.

AND WHEREAS the lessor is willing to let the said premise to the lessee and lessee is desirous of leasing the said property from the lessor for business purposes.

NOW WHEREFORE this lease Agreement WITNESSETH as follows:-

#### 1.0 THE LEASED PROPERTY AND RENT

The Lessor hereby lets and the lessee takes for a term of 24 Months ALL THAT PROPERTY situated on the above-mentioned location TO OCCUPY AND USE the same for the term of 24 Months (Lessee's business Purposes) commencing from 1<sup>st</sup> day of October 2024 at a cumulative rent payable annually at the commencement of the lease period, and ended on 31<sup>st</sup> day of June, 2029.

#### 2.0 THE LEASE TERM

The term of this agreement will be for a period five years ( 5 years). commencing from 1<sup>st</sup> day of October, 2024 and ended on the 31<sup>st</sup> day of June, 2029, with an option of renew

and this right is expressly to the Lessee ( The Lessee in this agreement has given first priority in case of renew after the period of Lease agreement has expired). Any refusal

from the Lessor shall be with necessary reasons.

## 2.1 THE RENTAL AND MODE OF PAYMENT

The rental amount is payable through the Lessor's Bank Account Noc 0150345279800 CRDB BANK with the name of BM MOTORS COMPANY LIMITED. And the mode of rental payment is that, the Lessee will pay full payment of Tanzania Shillings forty-seven million and two hundred thousand only (Tshs.47.200.000/=) In execution of this agreement per year AND WHEREBY Including VAT and withholding tax, the Lessee here in is desirous to lease a total area of 1245 square meter of the leased land, including 1st floor office and factory building and forty-three million and two hundred thousand (Tshs.43.200.000/=) we pay to company account as pointed, four million (Tshs.4.000.000/=) we will pay to tra as withholding tax.

## 3.0 THE LESSOR CONVENATS WITH THE TENANT:

1. To allow the Tenant quiet enjoyment of the land during the tenancy period.
2. To pay all rates, taxes and assessments including the Stamp Duty but not include electricity and water bills.
3. To ensure that the water sewerage is drained as and when appropriate.
4. Shall not be under obligation to compensate the lessee for any development on the land.

## 3.1 THE LESSEE CONVENANTS WITH THE LESSOR

1. To pay the reserved rent on time in the manner aforesaid, including VAT and Withholding tax.
2. To keep the demised land including fittings therein in a state of good repair (fair wear and tear excepted)
3. To pay all charges for electricity and water services supplied and garbage collection for the demised land during the tenancy period.

## 3.2 USE OF PREMISES


The Lessor agrees that the Lessee shall use the lease premises for Business purposes and any other legal activities that the Lessee is legally permitted to do.

## 4.0 NO ASSIGNMENT

Subject to this lease agreement the Lessee shall not assign, mortgage or part with the possession of the Lessor premises or any part thereof without first obtaining the consent of the Lessor.

## 5.0 PERIOD OF CONSTRUCTION/DEVELOPMENT

1. Total period for development is only within one month from the date of execution of this agreement.



not be liable to repay the rent to the Lessee. However, in case of default, the Lessor/Lessee has the right to terminate this agreement. Lessor/Lessee SHALL give a One Month notice of intention to terminate this agreement to the other part.

Any delay of payment of rent and withholding tax as agreed by both parties in this agreement will amount to breach of agreement, unless such delay has clear communicated to the Lessor with reasonable grounds, the same will lead to the termination of lease.

## 9. RENEWAL

If the Lessee shall be desirous of taking a new lease of the demised premises after the expiration of each year as hereby created he shall signify his such desire to the Lessor in writing by delivering to him a notice to that effect not less than fourteen days (two weeks) before the expiration of the term hereby granted and the Lessor shall unless there is a subsisting breach of the lease obligations under this present lease, grant to the Lessee a further term as may be agreed upon between the parties to commence from and after the expiration of the term hereby granted *at the rent to be agreed upon* by the parties hereto and may also review or retain the covenants and conditions appearing in this lease. But the present Lessee in this agreement shall be given first priority to that effect, especially in the case of new agreement/or renew of the agreement.

## 10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

## 11 Modification of the Lease Agreement

This Lease Agreement shall not in any way be amended, modified or notated except by virtue of written instrument signed by Lessor and Lessee.

## 12 NOTICES

Any notice for the purposes of this Agreement by one party to the other party shall be given in writing by personal delivery, or posted mail with proper postage, to the parties. Either party may change its address for notice purposes by giving the other party notice of such change.

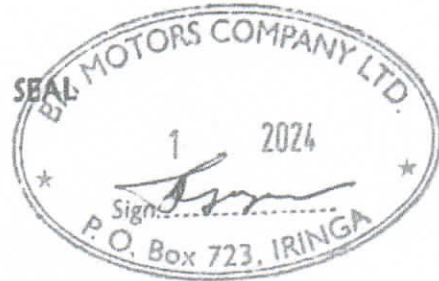
## 12 PEACEABLY ENJOYMENT

That the Lessee paying the rent reserved in a manner aforesaid and performing and observing all the covenants herein contained shall peaceably hold and enjoy the demised premises for the term of lease period without any let or hindrance from the Lessor or any person lawfully claiming through or in trust for the Lessor.

13

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year appearing herein below against their signatures.

SEALED and SIGNED at DAR ES SALAAM  
by the said BM MOTORS COMPANY  
LIMITED who is known to me personally or  
Identified to me by TANA JEAT the  
latter know to me in my presence this 1<sup>st</sup>  
day of October 2024



Name Jonas Nyagoma  
Signature: [Signature]  
Postal address: 723 Iringa  
Qualification: Director

SIGNED at Dar Es Salaam by the said  
RUGAO NDEFU INVESTMENT LTD  
Who is known to me personally or  
Identified to me by TANA JEAT  
Latter know to me in my presence  
this 1<sup>st</sup> day of October 2024



Name Jingina Mao  
Signature: [Signature]  
Postal address: .....  
Qualification: Director  
Name .....  
Signature: .....  
Postal address: .....  
Qualification: .....

Before me:

Name Pius Maro  
Signature: [Signature]  
Postal address: 76893 Dar Es Salaam  
Qualification: ADVOCATE

