

**LEASE AGREEMENT**

DATED ON THIS 01<sup>st</sup> DAY OF August **AUGUST 2024**

**BETWEEN**

TANJO INVESTMENT LTD

**AND**

**ELEMO COMPANY LIMITED**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 1th day of August 2012

**BETWEEN**

TANSO INVESTMENT LIMITED of P.O. Box 78139, Dar es Salaam (hereinafter called the "**LandLord**" which expression shall where the context so admits include its successors and assigns) of the one part;

**AND**

ELEMO COMPANY LIMITED of P.O. Box 31902 Dar es Salaam (hereinafter called the "**Tenant**" which expression shall where the context so admits include its successors and assigns) of the other part.

**WHEREAS:**

The landlord is the owner of Plot Number 197 Block Number A at Kibaha, Pwani Region.

The Tenant has requested the Landlord to allow them to use and occupy the Demised Premises on a lease for the period and at the rent and on the terms and conditions hereinafter recorded and which the Landlord has agreed to do so

**NOW THIS DEED WITNESSETH AS FOLLOW:**

1. That in pursuance of the said agreement and in consideration of the rent hereby reserved and on terms and conditions, covenants and agreements herein contained and on the part of the Tenant to be observed and performed, the Landlord do **HEREBY DEMISES** unto the Tenant ALL THAT house together with the outbuildings thereto belonging situated and known as (hereinafter called the "**Demised Premises**") TO HOLD the same unto the Tenant for the term of 5 years, commencing from this ....1st....day of.....August.....2024 to....31st..day of....July...2029
2. The Tenant shall occupy the Demised Premises at a special monthly rent of Tanzania Shillings 200.000 Only (inclusive of VAT and subject to withholding tax), payable in advance.
3. All rental amounts referred to in this Lease shall be deemed to be not inclusive of VAT and subject to withholding tax. Payment of the net amount after deduction of withholding tax shall be effected through the Bank account of the Landlord, which shall be notified in writing to the Tenant; and when that net payment occurs and withholding tax has been paid, it shall be construed as payment having been made of the relevant amount in accordance with this Lease.
4. The Landlord and Tenant acknowledge and agree that the intended use of the Demised Premises is for accommodation purposes.

**THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:**

1. To pay the rents herein before reserved on the days and in the manner aforesaid.
2. To pay all charges for water, electricity and telephone, if any, in respect of the Demised Premises.
3. Subject to the Landlord complying with his obligations in clause 10 below, to keep the interior of the Demised Premises, including all water taps, bath basins, tanks (but not so as to make the Tenant liable to replace any water tanks) and all electric immersion heaters, electric lights fittings (other than electrical apparatus forming part of the internal wiring of the Demised Premises), windows and window frames, wall painting and other Lessor's fixtures (such as air conditioning units) in good and tenantable repair condition (fair wear and tear and damage by fire, storm or tempest excepted and subject always to the condition of such items as at the Move In Date) and to make good any damage caused by the willful neglect or default of the Tenant to any portion of the Demised Premises which have been properly maintained under the relevant covenant given by the Tenant in clause 10 below.
4. To keep all the surroundings of the Demised Premises in a good order.
5. To permit the Landlord and his agents at all reasonable times after giving reasonable prior notice in writing to enter upon the Demised Premises to view the condition thereof and if the same is found to be defective or out of repair in respect of clause 3 above, the Tenant shall be required to make good the same in a proper manner and to the satisfaction of the Landlord within the space of one calendar month. In the event the Tenant as aforesaid fails to proceed diligently with the execution of such repair the Landlord shall be at liberty after giving prior reasonable notice to enter into and upon the said premises and execute such repairs and the reasonable cost thereof shall be for the account of the Tenant.
6. Not to assign, sub-let or part with the possession of the Demised Premises or any part thereof without the consent in writing of the Landlord .
7. To give notice of at least three (3) months before the expiry of the term hereby created to the Landlord expressing the Tenant's intention whether or not to renew the Lease for a further term.
8. Not to cut or injure any of the principal walls or woodwork of the Demised Premises or without the written consent of the Landlord (the consent of Landlord not to be unreasonably withheld) to make any material alteration therein whatsoever not deliberately commit or permit any water or damage to the Demised Premises and not to erect on the Demised Premises any partitions of a permanent nature except such as have been approved in writing by the Landlord and after erection and completion thereof not to alter or remove the same without the consent of the Landlord in writing (such approval and consent not to be unreasonably withheld). The Landlord

shall be at liberty to attach reasonable conditions as regards to making of temporary or permanent alterations, partitions and removal of the same.

9. Not to deliberately do or permit to be done anything whereby the policies of insurance effected by the Landlord may become void or voidable.

**THE LANDLORD HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

10. To keep the roof, main walls, water pipes and the interior of the building forming part of the Demised Premises and all internal and external sanitary apparatus, electrical wiring and electrical circuits of the Demised Premises (including the water heaters) in good and tenantable repair and condition to the reasonable satisfaction of the Tenant AND to replace when necessary all water tanks whether external or internal AND to carry out any structural repairs to the interior of the Demised Premises AND to make good any damage that may be caused when carrying out any such repair work.
11. That the Tenant paying the rents hereinbefore reserved and performing and observing the covenants on his part hereinbefore contained shall peacefully and quietly hold and enjoy the Demised Premises without unlawful interruption by the Lessor or any persons rightfully claiming under him.
12. To insure and keep insured the said buildings and improvements from loss or damage by fire, storm, tempest and such other risks as the Landlord may deem expedient in some insurance office or with underwriters of repute to the full insurable value thereof and to pay all premiums necessary for that purpose AND to keep in good repair and condition all the electrical wiring and all water pipes. Provided that the Tenant shall maintain a separate cover for his insurable materials and wares on the Demised Premises.
13. To pay the monthly rent reserved by the Certificate of Occupancy of the Demised Premises under which the Landlord holds the Demised Premises and to observe and perform the covenants, stipulations, conditions and restrictions contained in the Certificate of Occupancy of the Demised Premises (so far as the same are not required to be performed by the Tenant under the terms of this Lease) and discharge all taxes, site rates, and all other taxes charged in relation to the Demised Premises, and to indemnify the Tenant against any losses, costs or expenses incurred in relation to any breach by the Landlord of any such covenants, stipulations, conditions and restrictions affecting the Demised Premises.
14. To pay all bills limited to water and electricity charges.
15. To guarantee the Tenant easy access to fresh water, sewage and septic tanks in relation to the Demised Premises.

16. To perform and observe the covenants, stipulations, conditions and restrictions affecting the Demised Premises and not at any time to do, omit or suffer anything which may breach in any way the terms of the Certificate of Occupancy of the Demised Premises..
17. To deliver to the Tenant immediately upon execution of the Lease by both parties a certified true copy of the original Certificate of Occupancy of the Demised Premises.
18. To pay the required stamp duty in respect of the Lease within 30 days of the date of this Lease and ensure the Tenant's copy of the Lease is duly stamped with duty paid.

**PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:

19. In case of violence due to war or civil commotion or insurgent activity or in case of fire, explosion, storm, tempest, flood, inevitable accident or other irresistible force rendering the whole of the Demised Premises unfit for the purpose for which they are hereby demised, this Lease shall forthwith be terminated:
  - a. Provided that in case of aforesaid circumstances causing damage to part of the Demised Premises the Landlord will, to the satisfaction of the Tenant, restore and reinstate the Demised Premises, as soon as practicable and within a reasonable time, at his own expenses and meanwhile the rent shall abate until the Demised Premises shall be restored and reinstated and made ready for occupation;
  - b. Provided further that if the Demised Premises shall not be restored and reinstated and made ready for occupation within thirty (30) days after from the date of the happening of such event, the Tenant shall be at liberty without prejudice to its rights under any other provision of this Lease, to give the Landlord notice in writing determining the said term and thereupon this Lease shall determine, but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained AND the Landlord shall at the date of such termination refund to the Tenant all rent balance due to the Tenant as from the date of expiry of such notice in view of the rental being paid annually in advance.
20. If and whenever the said rent hereby reserved or any part thereof shall be unpaid for thirty (30) days after any of the days herein-before appointed for payment of the same whether the same shall have been legally demanded or not if and whenever the Tenant shall not in all things well and truly observe, perform, fulfill and keep all and singular the covenants by the Tenant herein contained, then it shall be lawful for the Landlord to re-enter into the Demised Premises or into any part thereof in the name of the whole and the same premises to again repossess and enjoy as their former estate.

21. Any notice required to be served hereunder shall be in writing and shall be sufficiently served upon either party if forwarded to that party by registered post or left at the party's address in Tanzania referred to on the first page of this Lease, or such other address as notified in writing by one party to the other, provided that a notice to the Tenant may be left at the Demised Premises and a notice sent by post shall be deemed to be given four (4) days after the date of posting.

22. This Lease Agreement is made under and shall be construed in accordance with the laws of Tanzania.

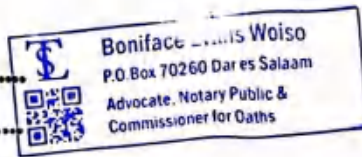
IN WITNESS WHEREOF THE PARTIES HERETO HAVE executed this Lease the day and year first before written.

Signed by TANSO INVESTMENT LIMITED )  
who is known to me )  
personally/identified by )  
Su Zhou )  
the latter being known to me )  
personally )  
this 1<sup>st</sup> day of August, 2024

*[Handwritten Signature]*  
.....  
Landlord



Name: BONIFACE WANO  
Signature: *[Handwritten Signature]*  
Address: 70260 DSA



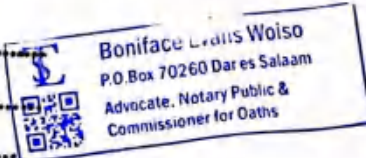
Designation: Advocate

Signed by Chen Gang on behalf )  
ELEMO COMPANY LIMITED )  
who is known to me personally/identified by )  
ELIZABETH MASAO )  
the latter being known to me personally )  
this ..... day of August, 2024 )

*[Handwritten Signature]*  
.....  
TENANT



Name: BONIFACE WANO  
Signature: *[Handwritten Signature]*  
Address: 70260 DSA



Designation: Advocate