

LEASE AGREEMENT

Dated 27th day of Sept, 2023

BETWEEN

MAHMOUD SHEIKH OMAR T/A ALPHAFUNS THEME PARK

AND

PADEL SPORTS AFRICA LTD

1777/1780
In respect of PLOT NO. _____, BLOCK NO. _____, _____ STREET, MASAKI,
KINONDONI DISTRICT-DAR ES SALAAM.

Drawn By:
THE PARTIES

LEASE AGREEMENT

This LEASE AGREEMENT is made this 27th day of Sept 2023.

BETWEEN

MAHMOUD SHEIKH OMAR T/A ALPHAFUNS THEME PARK of P. O. BOX _____, DAR ES SALAAM (hereinafter referred to as "the LESSOR" which expression shall, unless the context does so admit, include his heirs, legal personal representative and assignees) of the one part.

AND

PADEL SPORTS AFRICA LTD, P. O. BOX 21832, DAR ES SALAAM (hereinafter referred to as "the LESSEE" which expression shall, unless the context does so admit, include his heirs, legal personal representative and assignees) of the one part;

WHEREAS.

- A. The Lessor has leased the Bare land, Masaki within Dar es salaam City.
- B. The Lessee is desirous of leasing from the Lessor a leased part of land 2,840sqm.
- C. The Lessor has agreed to lease the same to the Lessee according to the terms and conditions stipulated herein.

NOW THIS LEASE WITNESSETH AS FOLLOWS.

1.0 DEFINITIONS AND INTERPRETATION:

In this lease agreement, unless the content shall otherwise require:

- 1.1 If any provision in a definition is a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition, effect shall be given to it as if it were a substantive provision within the body of the lease.
- 1.2 "Building" shall mean the building on the property in which the premises are situating, including any extensions or additions thereto from the time.

2.0 COMMENCEMENT AND DURATION OF THE LEASE:

The Lease shall be for a term of eight (8) years with an option to renew commencing from the 1st day of January 2024 to the 31st day of December, 2032.



3.0 RENT AND TERMS OF PAYMENT:

3.1 IN THE CONSIDERATION of the rent and covenants hereinafter reserved and contained the LESSOR hereby demises unto the LESSEE the Demised Premises for a term of eight (8) years effective from the 1st day of January 2024 to 31st day of December, 2032 payments of which shall be as follows: -

- i. A Down Payment Deposit of Two Thousand US Dollars
- ii. A monthly payment of 2,000 US Dollars per month

3.2 All money in relation to this agreement shall be deposited in the Bank Account with the following bank details: -

Account No. _____
Account Name: _____
Bank: _____

3.3 The parties shall give notice of three (3) months to either party before affecting changes to this agreement.

3.4 Any renewal of the rental monthly payment will be done after 3 years of the commencement of the contract, and with a maximum of 10% increase.

4.0 THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS: -

- 4.1 To pay the rent on time and in the manner aforesaid.
- 4.2 Subject to the proposals and materials to be used for partitioning being approved by the Lessor, Lessee shall carry out its own costs necessary for building the gymnast.
- 4.3 No building or partitioning will be allowed such that will cause blockage of entrances, paths, and fire protection devices. Caretaker of premises or a representative of the Lessor shall be available during building exercise to make sure there is no alterations contrary to this agreement.
- 4.4 To pay all charges for power, security, water and any other utility charges which may be incurred during the period of tenancy.
- 4.5 Lessee at all times keep the demised premises and appurtenances thereof including electric wires and fittings, sanitary and water apparatus therein and the painting; in good repair and condition throughout the said term (fair wear and tear exempted). Without prejudice to the generality of the foregoing covenants to regularly clean all places both inside and outside in the demised premises.
- 4.6 The lessee shall not be responsible for the repair caused by fair wear and tear.
- 4.7 To be responsible and indemnify the Lessor herein against all damages occasioned to the demised premises or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default or negligence of the Lessee or the servants, agents, licensees, invitees of the Lessee.



- 4.8 To ensure proper maintenance of all water pumps. In case any damage or failure of the water pumps occurs, the lessee should fix or replace the said water pumps.
- 4.9 Except as provided under clause (5) hereinafter, lessee shall not to erect any other building structure, pipe, partition, wire nor to make or suffer to be made any alteration nor to commit or permit or suffer any waste, spoil, or destruction in or upon the demised premises nor to cut, or injure any of the roofs, walls, timbers, wires, pipes, drains, fixtures or fittings thereto without the prior consent of the Lessor which shall not be unreasonably withheld.
- 4.10 To report in writing to the Lessor any wants of reparation of the structure and external parts of the demised premises.
- 4.11 **PROVIDED ALWAYS THAT** the Lessee shall, subject to prior consent in writing to the Lessor, which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or partition or improvement convenient to the Lessee in the use of the demised premises prior to the termination or expiration of the said term. Unless otherwise agreed with the Lessor in writing, the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition.
- 4.12 To permit the Lessor and his agents, at all reasonable times of the day upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises.
- (a) For the purpose of carrying out there on and effecting any desirable and necessary repairs to the premises or to any adjoining premises now or hereafter belonging to the Landlord; or
 - (b) To view the state and condition of the demised premises and upon discoveries of any defect on the premises caused by the lessee, the Lessor shall give to the Lessee a notice in writing to repair and make/good the same. If the Lessee shall not within the period specified in the written notice commence and proceeds execution of the works specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the demised premises and execute such repairs and works. The cost (which expression shall include but not be limited to all legal costs, and surveyors' fees and other expenses whatsoever attendant thereon) shall be a debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action.
- 4.13 Not to store or bring upon the demised premises or building any articles or combustible, inflammable or of dangerous nature and to comply with all

recommendations of fire authorities as to fire precautions relating to the demised premises or building.

- 4.14 Not to do or suffer on the demised premises or any part of the building any act, matter or thing, whatsoever which may be or tend to annoy, damage disturb the Lessor or the owners or occupiers of any adjoining or neighbouring premises.
- 4.15 Shall use and occupy the demised premises solely and exclusively for approved business only.
- 4.16 Shall not assign, sublet or part with the possession of the said premises or any part thereof without the prior written consent from the Landlord.
- 4.17 Shall yield up the demised premises with the fixtures, fittings, and additions thereto (lessees fixtures exempted) at the expiration or sooner after determination of the said term in good and substantial repair and condition, (fair wear and tear exempted) to the Lessor in accordance with the covenants herein before contained.
- 4.18 Shall make good any stoppage or damage to the drains, which shall be caused by negligence of the Tenant, servant, or visitors unless the Tenant shall prove the contrary to the satisfaction of the landlord, thus the cost of making good the same shall fall on the Landlord.
- 4.19 Shall pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor because of every breach or non-observance of the Lessee's covenants herein contained and to indemnify the Lessor against all action, claims, liability, costs, and expenses arising there from.
- 4.20 Shall observe and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the demised premises and/or the building and notified in writing by the Lessor to the Lessee from time to time.
- 4.21 At the end of the term of the contract or sooner termination of the tenancy, to hand over the said premises to the Landlord complete with all locks and keys and same good condition it was founding at the beginning of the contract, fair wear and tear being accepted.
- 4.22 The Lessor shall not be responsible to the Lessee or the Lessee's licenses, servants agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the said building.
- 4.23 It is hereby declared that each of the Lessee's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently revocable or irrevocably or otherwise howsoever a similar covenant or similar covenants



effecting other adjoining or neighbouring premises for the time being belonging to the Lessor.

4.24 Nothing herein contained shall confer on the Lessee any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instruction relating to any other part or parts of the said building or to any other premises belonging to the Lessor to deal with the same now or at any time thereafter in any manner which may be thought fit.

5.0 THE LESSOR HEREBY CONVENANTS WITH THE LESSEE AS FOLLOWS: -

PROVIDED ALWAYS THAT Lessor may at its absolute discretion withhold or extend, vary or make any alteration in the rendering of the said services or any of them from time to time at its management of the building.

- a) The Lessor shall be responsible for any substantial structural repairs like roof, the damage of which was not caused by omission or negligence by lessee's agent.
- b) The Lessor shall not be liable to insure any of the Lessee's properties inside the Lessee's premises.
- c) Shall give the Lessee the first right to rent any adjacent land before the lessor offers such lands to any third party. Where the Lessee has denied to lease the adjacent land or showed no interest within a period of twenty-one (21) days then the Lessor may offer the same to the third party.
- d) Shall not allow any other competing racquet related sports such as tennis, padel, pickle ball and the like to be carried by other tenants or own.
- e) Shall not oneself, nor allow any other person to conduct business that may result to noise pollution such as motor related and the like.
- f) Shall allow the Lessee to serve food and alcohol.
- g) That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessor contained shall peaceably hold and enjoy the demised premises.
- h) Throughout the said term without any interruption by the landlord or any person rightfully claiming or in trust for the Lessor.

6.0 RENEWAL OF THE LEASE:

The Lessor will at the written request of the Lessee made three months (3) before the expiration of the term hereby created, (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the tenant herein contained at the expense of the lessor, grant to the lessee a Lease of the demised premises for further term of 1 (one) year, from the expiration of the term hereby created, containing the like provisions as are herein contained (but with the exception of the present agreement) for renewal and

the option on the part of the lessee to determine the term hereby created and at a rent to be mutually agreed by the lessor and the lessee.

7.0 TERMINATION OF THE LEASE:

7.1 This lease shall come to termination upon the occurrence of the following;

- a) Death or bankruptcy of the Lessee
- b) Continued breach of the terms of this Agreement by either party
- c) Demolition of the demised premises
- d) Fundamental Change of circumstances rendering it impossible for the parties herein to maintain this Agreement

7.2 If and whenever the rent or any part thereof shall be in arrears for forty five (45) days whether legally demanded or not, or if the Tenant shall commit any breach of any of the provisions herein contained, then the Landlord may re-enter the said premises and thereupon the tenancy hereby created shall be terminated without prejudice or consequence to the Landlord.

8.0 NOTICES ON TERMINATION OF THE LEASE

The Lessee or Lessor shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give a three months' Notice of Termination of the Lease in writing to the Lessor or Lessee or in lieu of the Notice the lessee/lessor shall pay Three (3) month's rent to the Lessor/Lessee.

9.0 FORCE MAJEURE:

9.1 **PROVIDED** that, a written notice is given by either of the party within the shortest time, no party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labor conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected by the occurrence of such event and its effect on the party's ability to perform its obligation.

9.2 As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both Parties hereto to be prevented from fulfilling its obligations by a state of force majeure lasting more than six (6) months, the parties shall consult with each other and determine on the future performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.



9.3 The Lessee shall be liable for any damage caused to the premises by the Lessee's act or neglect, other than normal wear and tear. The Lessee shall be liable for any damage to the premises that he/she permits to be caused by the students, teachers, employees, or person acting under their control. Upon termination of the tenancy, the Lessee shall restore the premises to their condition at the beginning of the tenancy, except for normal wear and tear.


10.0 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This agreement is governed by and construed in accordance with the laws of the United Republic of Tanzania.

10.2 Any dispute, controversy or claim arising out of this Agreement including any dispute regarding its existence, its validity or termination, shall first be resolved by way of amicable settlement within twenty on (21) days. If amicable settlement negotiations proves failure then, either party may submit the dispute to the Court with competent jurisdiction.

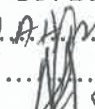
IN WITNESS WHEREOF the parties hereto have duly executed these presents on the day and year first above written and, in the manner, hereinafter appearing:

SIGNED and DELIVERED by the said **MAHMOUD SHEIKH OMAR T/A ALPHAFUNS THEME PARK** who is known to me personally/ Identified to me by
The latter being known to me personally in my presence this day of2023.




LESSOR

SIGNING ON BEHALF:

Name: *MAHMOUD Sr. Omar*
Signature: 
Address: *S. 172. Mvora*
Position: *Chef*

BEFORE ME:

Name: *SHIMIR J. R. JANI*
Signature: 
Address: *P.O. BOX 21832*
Qualification: *DIRECTOR*

SEALED with the **COMMON SEAL** of the said
PADEL SPORTS AFRICAL LTD and
DELIVERED at **DAR ES SALAAM** in the

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SIGNING ON BEHALF:

Name: ... SHIMIR RAJANI
Signature: [Signature]
Address: ... P.O. BOX 21002, DSU1
Position: DIRECTOR

BEFORE ME:

Name: ... HELLENA IGNAS
Signature: [Signature]
Address: ... P.O. BOX
Qualification: ... COMMISSIONER

