

LEASE AGREEMENT

BETWEEN

ZAKHEM CONSTRUCTION (TANZANIA) LTD.

AND

COAL HAULAGE LIMITED(CHL)



I hereby certify this
to be true copy of
the original
30-01-2024

THIS LEASE AGREEMENT MADE THIS DAY OF 02/04/2024

BETWEEN

ZAKHEM CONSTRUCTION (TANZANIA) LTD, a limited company incorporated under the laws of Tanzania and carrying a business in Tanzania and whose address for the purpose of this agreement is Post Office No. 9744, Dar Es Salaam (hereinafter called the "LESSOR"), which expression where the context so admits include its assignees and successors in the title of the one part,

AND

COAL HAULAGE LIMITED, a limited company incorporated under the laws of Tanzania and carrying a business in Tanzania and whose address for the purpose of this agreement is Post Office No. 15356, Dar Es Salaam (hereinafter called the LESSEE"), which expression where the context so admits include its assignees and successors in the title of the other part,

RECITALS

- A. **WHEREAS** the LESSOR is the owner of the property known as Zakhem Plaza, located at Plot 236, Vingunguti, Pugu Road/Nyerere Road
- B. **AND WHEREAS** the LESSOR is desirous of leasing the said premises to the LESSEE and in consideration thereof, the LESSEE is willing to rent for the space based upon the terms and conditions under this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. LEASED PREMISES:

The LESSEE hereby accepts to occupy as tenant the space measuring 30 M³ (Square meters) THIRTY ONLY, at Zakhem Plaza Block "A" on plot 236, Vingunguti, Pugu Road/Nyerere Road (hereinafter referred to as the "LEASED PREMISES").

2. TERM OF THE LEASE:

The term of the lease shall be of THREE (3) Years, commencing on the day of 02/01/2024, and shall be reviewed after THREE (3) Years, unless otherwise terminated or renewed, in accordance with the provisions set out hereinafter

3. RENEWAL:

- a) The parties may agree to renew this agreement for a further term subject to negotiations at the time of renewal.
- b) The LESSEE shall have the first option of renewing this lease agreement for similar or lesser period of time
- c) A written application for renewal shall be made by the LESSEE, at least three (3) months before the existing lease expires, and the LESSOR shall respond before the end of the term

PROVISION: So long as the LESSOR is not in breach of lease agreement, therefore, upon review, the LESSEE shall be willing to pay such rent as stipulate under clause 5 of this agreement and the lessor shall not reject the application for renewal.

4. RENT:

In consideration thereof, the LESSEE, shall pay in advance rent the sum of USD/TZS 300,000/= (THREE MILLION ONLY) i.e. at the monthly rate of USD/TZS 400,000/= exclusive of VAT.

The rent shall be paid in TWO INSTALLMENT of six months each at time of execution of this agreement. The rent shall be subjected of 2% service charges.

The service charges shall include general security, garbage disposal, use of common facilities (toilets/lobby, guests waiting area and provision of generator connection. Additional charges based on actual use hours of generator and maintenance shall be billed and shared by tenants depending on square units occupied billed on monthly basis.

5. RENT REVIEW:

Subject to provisions of clause 3 (c) of this agreement, the parties may agree to renew this agreement for a further term of six months which shall be based upon the same covenants of this agreement.

6. LESSEE'S COVENANTS:

The LESSEE hereby covenants with the LESSOR that during the term of this agreement: -

- (a) The LESSEE shall pay the rent herein reserved on its due date without any formal demand or deductions.
- (b) The LESSEE shall pay all charges for electricity and telephone charges to the LEASED PREMISES.
- (c) The LESSEE shall at its own cost carry out renovation to suit their own use without limitation, to carry out office partitioning and installation of telephone, computer, air-conditioning system and its cabling. All such renovation shall require prior approval of the LESSOR, and such approval shall not be detrimental to, or inconsistency with :-
 - I. The rights granted to the LESSEE on the LEASED PREMISES.
 - II. By laws of the municipal council or any other statutory body.
- (d) Subject to the provisions of clause 6 (c) of this agreement, The LESSEE shall use the LESSOR'S contractor in all renovations and construction work on the LEASED PREMISES.
- (e) The partitions and all equipment installed to the LEASED PREMISES shall be the property of the LESSEE at all time.
- (f) The LESSEE shall not use the LEASED PREMISES for any other purposes other than for business, office and purposes incidental thereto, which shall at all times be lawful.

8. BREACH OF CONTRACT AND REMEDIES

A. BREACH OF CONTRACT

Each of the following events shall constitute an event of default under this agreement :

- a) If the LESSEE shall fail to pay any rent installment or any other charges or payments provided for in this agreement on the date the same is due .
- b) If the LESSEE shall default in the performance of or compliance with any of the terms , covenants , agreements , conditions and provisions of this agreement and the default shall continue for a period of thirty (30) days after a written notice thereof by LESSOR to LESSEE .
- c) If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of the LESSEE .
- d) If any bankruptcy , re-organization , moratorium , insolvency , creditor adjustments or debt rehabilitation proceedings or the like are instituted by or against the LESSEE under any law .
- e) If a liquidator , receiver , custodian , sequester , conservator , trustee or other similar judicial officer is applied for by the LESSEE or appointed for the LESSEE and
- f) If the LESSEE becomes insolvent in the bankruptcy or equity sense .

B. REMEDIES :

In the event of the above breach of contract , the LESSOR shall have the right to terminate this agreement and retain all payments previously made hereunder by the LESSEE as liquidated damages , upon the occurrence of an event of default by the LESSEE .

9. TERMINATION OF CONTRACT

Subject of the provisions of this agreement , this lease shall terminate if : -

- a) The term of this agreement has lapsed (i.e one (1) year) or ;
- b) There is a breach of any of the conditions of this agreement .
- c) In the event of a breach of any of the defaulting party was given fourteen (14) days notice to remedy the fault , but failed./neglected/ignored to make the remedy without a fault , without reasonable cause or without justifiable sound reason .
- d) The LESSOR and LESSEE agree in writing .
- e) Either party is forced to leave the country due to transfer of business , operation of law or any other reason
- f) The LESSEE abandons the premises .

PROVIDED ALWAYS

Termination of this agreement shall strictly be :

- a) In writing
- b) In the event of clause 9 (c) of this agreement , the aggrieved party shall have the right to be compensated by the defaulting party , such amount of profit expected form commercial's interest , including goodwill and any additional sums that shall be determined by the aggrieved party to be a just and fair compensation .

10. NOTICE

Any notice required or permitted under this lease agreement shall be in writing and served on the LESSEE by leaving the LEASED PREMISES or sending it by registered post at its address herein before mentioned and , in the case of the LESSOR by sending it by registered post at the address herein before mentioned or such other address as the LESSOR may designate in writing .

For the purpose of services at the hereunder physical address unless of otherwise changed and such notification of any change shall be immediate be to the other party ;

ZAKHEM CONSTRUCTION (T) LTD.

P.O. BOX 9744 ,

DAR ES SALAAM

TANZANIA

TEL : + 255 784 887 888

Email : finances@zakhemtz.com

AND

ROADMIX TANZANIA LTD,

P.O.BOX 15356

DAR ES SALAAM

TANZANIA

TEL: + 255 766 366 446

11. APPLICABLE LAW

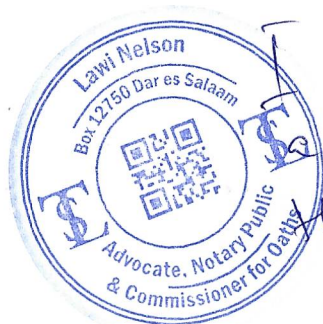
This lease agreement shall be governed and construed in accordance with the laws of Tanzania .

12. DISPUTE RESOLUTION

In the event of any dispute that may arise out of the lease tenure or interpretation of this agreement, the parties shall try to resolve the matter amicably and if such efforts fail , then the parties shall each appoint an arbitrator and the two arbitrators shall jointly appoint an umpire . Arbitration shall be concluded in Dar Es Salaam , in English and shall be governed by the Arbitration act .

13. ENTIRE AGREEMENT

This lease agreement is the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations, warranties and undertakings of the parties and no addition alteration or modification of this lease agreement shall be binding ir valid unless it is in writing and signed by the duly authorized representatives of each of the parties hereto.



I hereby certify this
is true copy of
the original
30-01-2024

IN WITNESS WHEREOF;

The parties have duly executed this lease agreement on the day and the year herein before mentioned.

SEALED and DELIVERED with the **COMMON SEAL** of the said **ZAKHEM CONSTRUCTION (T) LTD.** in the presence of us

This day of 2024 .

NAME NABIL XTALLAH
DESIGNATION FINANCIAL CONTROLLER
ADDRESS P.O. BOX 9744-DAR ES SALAAM.
SIGNATURE [Signature]



Witness
NAME ERICK MWASOTE
DESIGNATION ACCOUNTANT
ADDRESS P.O. BOX 9744-DAR ES SALAAM
SIGNATURE [Signature]

SEALED and DELIVERED with the **COMMON SEAL** of the said in the presence of us

This day of 2024 .

NAME WALLELY BROWN
DESIGNATION M.D
ADDRESS DAR ES SALAAM
SIGNATURE [Signature]

Witness
NAME EVANS LANCE LAZARO
DESIGNATION ADVOCATE NOTARY PUBLIC
ADDRESS DAR ES SALAAM
SIGNATURE [Signature]



Certified as true copy
of the original
[Signature]
30th Jan, 2024.