

LEASE AGREEMENT
BETWEEN
Shatry Inc. (T) Limited (Lessor)
AND
DAWN TECHNOLOGY CO. LIMITED
(Lessee)

In Respect of Leasing Of 5th Floor, Wing B Of
Summit Tower Building, Lumumba Street,
Dar-es-Salaam Tanzania

Dated this 12th Day of December 2024

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LEASE AGREEMENT

Made this 12th Day of December 2024.

1. Parties to the Agreement

- 1.1 **Shatry Inc. (T) Limited** of P. O Box 7376, Tel +255-27-2547666 Arusha, hereinafter referred to as "the Lessor" (which term shall, where the context admits, include its assigns)

AND

- 1.2 **DAWN TECHNOLOGY CO. LIMITED**, P. O. Box....., Tel: +255 678 895 842 Dar-es-salaam, Tanzania, hereinafter referred to as "the Lessee"

2. Preamble

- 2.1 Whereas the Lessor is the owner of the building herein as Summit Tower, on Plot No. 4 Block 76 Lumumba/Sykes Street, Ilala Municipality, Dar-es-Salaam City, Tanzania (hereinafter referred to as "the Property");
- 2.2 **Whereas** the Lessee is desirous of leasing and enjoying quiet and exclusive possession of the office space, measuring Ninety-Six (96) square meters, located on the 5th floor, Wing B in the said Summit Tower Building and hereinafter referred to as ("the demised premises");
- 2.3 **Whereas** the Lessor has accepted the offer of the Lessee, for exclusively leasing the demised premises, on the terms and conditions provided hereinafter;
- 2.4 **And Whereas** both the Lessor and the Lessee have had adequate cooling-off period, to reflect on the terms and conditions contained herein and now require a formal agreement to move forward:

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**Now Therefore This Covenant
Is Consummated And Witnessed As Herein Below:**

3. Definition And Interpretation:

In this Agreement, unless the context otherwise requires, the following words, explanations and or expressions shall have the meanings assigned to them as herein below:-

- 3.1 "Agreement": means this Lease Agreement, between **Shatry Inc. (T) Limited** and DAWN TECHNOLOGY CO. LIMITED Of Dar es Salaam dated this 12th day of December 2024.
- 3.2 "Amount Outstanding": means any amount outstanding under the Lease Agreement and shall constitute rental arrears, unsettled service charges, taxes and other expenses incidental to and incurred during the execution of this Agreement;
- 3.3 "Rent Charge": means the agreed rental rates per square meter under this Agreement;
- 3.4 "Service Charge:" means the agreed service rates per square meter under this Agreement;
- 3.5 "Parties": means the signatories to this Agreement who are herein Shatry Inc. (T) Limited and DAWN TECHNOLOGY CO. LIMITED Of Dar Es Salaam;
- 3.6 "Undertaking": means the parties herein promise to perform all obligations as specified in this Agreement;
- 3.7 "Demised Premises": means the office space measuring Ninety-Six (96) square meters leased to the Lessee by the Lessor;
- 3.8 "Property": means Summit Tower erected on Plot No. 4 Block 76, situated at the Lumumba/Sykes Street junction
- 3.9 "Terms and Conditions": means all the clauses contained in this Agreement;
- 3.10 "Lessor": means Shatry Inc. (T) Limited of P. O. Box 7376, Tel. +255-27-2547666 Arusha:
- 3.11 "Lessee": means DAWN TECHNOLOGY CO. LIMITED Of Dar Es Salaam of P. O. Box....., Dar-es-Salaam:

- 3.12 Tanzanian Shillings as "Invoicing Currency": means the legal tender of the United Republic of Tanzania
- 3.13 "Mode of Payment": means payment by Tanzania Inter-bank Settlement System (TISS), to Shatry Inc. (T) Limited, for the full invoiced amount inclusive of VAT.
- 3.14 Words importing the singular: Include the plural and vice versa and references to articles, are references to Articles to this Agreement.
- 3.15 Reference to any person: Includes the person/s duly assigned by the Lessor, whether direct or indirect and words importing persons shall include companies.
- 3.16 Headings and Subheadings as References Only: The headings in this Agreement are of reference only and do not affect the construction of any of the terms and provision thereof.
- 3.17 Invalidity of any Clause: In case any one or more of the provisions of this Agreement shall, for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non - enforceability shall not effect any other provision thereof and the said invalid, illegal or unenforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non - enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legal and enforceable provision.

4. Representations and Warranties by Both Parties:

- 4.1 The Lessee represents that it is a competent legal body with capacity to contract, sue and be sued.
- 4.2 Each Party hereby represents and warrants to the other that:-
- a. It has full power and authority to execute, deliver and perform its obligations under this Agreement and no limitation on its powers will be exceeded, as a result of its entering into this Agreement.
 - b. The execution, delivery and performance by it, of this Agreement and the performance of its obligations under this Agreement, have been duly authorized by all necessary action, corporate or otherwise and do not contravene or conflict with:
 - i. In the case of Shatry Inc. (T) Limited, its Memorandum and Articles of Association; and DAWN TECHNOLOGY CO. LIMITED Of Dar Es Salaam, its Memorandum and Articles of Association
 - ii. Any existing law, statute, rule or regulation, or any judgment, decree or permit to which it is subject; and
 - iii. The terms of any agreement or other document to which it is a party, or which are binding upon it or on any of its assets; and
 - c. This Agreement is legal, valid and binding, and is enforceable against it in accordance with its terms and conditions.
- 4.3 Each party represents and warrants that it shall perform and fulfil all of its obligations as created under this Agreement.
- 4.4 Each party acknowledges that it has accepted the terms and conditions of this Agreement in full and in reliance on the representations and warranties set out in this **Clause 4**.

5. Consensus Clause

- 5.1 The Lessor hereby demises the office space located at the Summit Tower building and denoted as 5th Floor, Wing B measuring **Ninety-Six (96) square meters** to the Lessee, for it to hold and use the same, on the terms and conditions set out in this Agreement.

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6. Lease periods, Renewal & Notices

6.1 The lease created herein shall have a term of three (3) years, commencing on the 12th day of December 2024 and ending on 12th day of December 2027, during which the lessee shall not be obligated to pay rent or service charges. The lease terms on renewal, will be subject to review, one month prior to the end of the term of 13 years.

6.2. Notice for termination of this Agreement in three months on either side and in writing to the addresses specified in clause 15.

7. Rent, Service charge and Value Added Tax (VAT)

- 1.1 The applicable currency for the payment of rent, service charge and value added tax shall be Tanzania Shillings.
- 1.2 The rental charge for Ninety –six (96) square meters demised premises shall be Tanzania Shillings Twenty –three thousand, five hundred and thirty (23530), per square meter per month. Exclusive of VAT applicable at the date of invoicing.
- 1.3 Service charge inclusive of electricity charges, for the ninety six (96) square meters demised shall be Tanzania Shillings Nine Thousand six hundred and twenty (TZS 9620) per square meter per month, Exclusive of VAT applicable at the date of invoicing.
- 1.4 The share utility services provided by the lessor and for which service charge is levied to the lessee at the aforesaid rate, included but not limited to the following;
 - a) Centralized free electricity and water services
 - b) Trunking for instant electric, electronic connectivity;
 - c) Generator running expenses – provided that the electricity outage hour does not exceed 30 running hours in any one month. Otherwise the excess fuel bills shall be shared equitably between the Lessee and the Lessor.
 - d) Maintenance and repairs of the building's toilets, lifts, generators, water pumps and fire protection system;
 - e) Common security services. It is hereby agreed that the lessee shall be responsible for security in demised premises;
 - f) Cost of cleaning the common areas of the building
 - g) Refuse disposal expenses.

- 7.5 It is hereby agreed that the rent, service charge and the applicable Value Added Tax on those charges shall be payable simultaneously at A yearly interval (12 Months).
- 7.6 The costs of maintaining and providing cleaning materials for the; toilets, pantry, corridors, lobby, steps and inner windows shall be met by the Lessee.
- 7.7 If the rent, service charge or any sum due, as per the above instalment schedules under this Agreement, shall not be paid on the due date, whether formally demanded or not, the Lessee shall pay the Lessor interest on any such sums from the date when they were due to the date which they are fully paid. Such rate is to be equivalent to the current base-lending rate of the Lessor's bankers.

8. Time and Access to the Demises Premises:

- 8.1 The Lessee's permitted hours of access to the demised premises shall be twenty-four - (24) hours from 6:00 am to 6:00 am the next day.

9. Partitions, Fixtures and Fittings:

- 9.1 The Lessee shall be responsible for partitioning the offices as per the specifications and sizes approved by the Lessor.
- 9.2 That prior to carrying out any partitioning, making fixtures and fittings or installing any equipment to the demised premises as per the specifications, the Lessee shall submit to the Lessor the proposed plans, designs and layout intended to be carried out in the interior of the demised premises.
- 9.3 The proposed layout and plans shall specify the materials to be used and the costs thereof shall be borne by the Lessee.
- 9.4 The approval of the Lessor to the carrying out of the partitioning, making fixtures and fittings shall be given expeditiously and shall not be unreasonably withheld.

10 Signboards & Corporate Logos :

- 10.1 Any signboard or corporate logo is only permitted within the Lessee's demised premises, on 5th Floor, subject to the approval of the Lessor.
- 10.2 The Lessor will display prominently the Lessee's business names and logos, at the Common Tenants' Board at the front entrance to Summit Tower on the Ground Floor.

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11 Communication Facilities:

11.1 The Lessee shall be responsible for sourcing its own communications facilities and services such as telephone, Internet and fax from the appropriate providers and shall install the same at its own costs.

12. Further, The Lessee Hereby Covenants With The Lessor As Follows:

12.1 To pay the rent, service charges and VAT, promptly in advance, at **A Yearly interval (12 Months);**

12.2 To keep the interior parts of the demised premises in a good repair and habitable conditions;

12.3 To keep the plated glass windows in good and secure position;

12.4 Not to assign, sublet or part with the possession of the said premises or any part thereof without first seeking and obtaining the written consent of the Lessor;

12.5 To occupy and use the demised premises for the prescribed business only. No change of user will be permitted during the period of the lease created herein.

12.6 The usage of the space will be in accordance with the design of the building and fulfilment of Ilala Municipal's statutory requirements.

12.7 To effect partitions, fixtures and fittings in accordance with the specifications of the building architect;

12.8 Not to make any structural alternations in the said premises without first seeking and obtaining the Lessor's consent in writing.

12.9 To be responsible for and to indemnify the Lessor against all damages caused to the demised premises or any part thereof, through negligence, recklessness and default by self or authorized agents.

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13. The Lessor Hereby Covenants With The Lessee As Follows: -

- 13.1 To permit the Lessee, paying the reserved rent and observing the conditions, restrictions stipulations contained or implied herein, to peacefully enjoy the premises during the term hereby created without any interruptions from or by the Lessor or any person rightfully claiming to act on its behalf or under it;
- 13.2 To permit the Lessee, paying the reserved rent and observing the conditions, restrictions stipulations contained or implied herein, to peacefully enjoy the premises during the term hereby created without any interruptions from or by the Lessor or any person rightfully claiming to act on its behalf or under it;
- 13.3 To keep the premises insured against loss or damage by fire;
- 13.4 To keep the exterior and interior areas of the leased premises in tenable major repair including plumbing, maintaining mechanical equipment e.g. toilets, kitchenettes, tiles, trunking, doors and windows etc;
- 13.5 To ensure that the common areas of the building are cleaned and decorated periodically;
- 13.6 To secure the access to the building and delivery areas; and
- 13.7 To pay land rates and taxes to the relevant Government Authorities

14. Breach Of Covenants

- 14.1 If the rent agreed of any part thereof shall at any time remain unpaid for thirty (30) days, without explanation from the Lessee, after becoming payable (whether formally demanded or not) or if at any time thereafter the Lessee is in breach of any of the covenant or condition referred in this lease, the Lessor shall enter in the premises or any part thereof and there upon the lease shall be terminated absolutely.

15. Termination of Contract:

- 15.1 Notice of termination shall be in writing and shall be served on either party by registered mail at their last known address in the United Republic of Tanzania.
- 15.2 Each party may terminate the lease by three months' notice in writing to either party.

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15.3 Where the Lessee terminates the lease, the lessee shall pay in full any outstanding rent, service charge and VAT.

15.4 In case of termination, a Clean Certificate of Separation (CCS) will be executed and signed by both parties indicating mutual and complete discharge of all liabilities if any. Furthermore, it is expressly agreed that any rent and service charges paid prior to the termination will not be refunded upon provision of the Tax Invoice.

16. Communication and Notices:

16.1 Any notice or request or other communication required or permitted to be given or made under this Agreement to any party must be in writing. Such notice, request or other communication may be delivered by hand, airmail or facsimile to the party's address specified below, or at such other address as such party notifies to the other party from time to time.

a) **For the Lessor:**

About Mahmud Alshatry, Director, Shatry Inc. (T) Limited,
P.O Box 76690, Dar-es-Salaam. Mobile: 255-754-354555,
+255-27-2547666.

b) **For the Lessee:**

DAWN TECHNOLOGY CO. LIMITED, P. O Box,
Dar-es-Salaam, Tel: +255 749 988 888, +255 678 895 842.
; Fax:

17. Other Terms and Conditions:

17.1 On submission of a written request from the Lessor, the Lessee shall permit the Lessor or employees and agents of the Lessor to inspect the demised premises at a reasonable time during office hours.

17.2 The Lessee is responsible for insuring all the goods and properties in the demised premises against fire, burglary or theft.

17.3 The Lessee undertakes not to store any fuel or combustible or dangerous materials on the demised premises.

17.4 The Lessor shall not be liable for any loss or injury to the Lessee, its employees, licensees or invitees caused by:

i. any defect in electrical fittings or plumbing caused by the Lessee,

ii. any shortage of electricity or water

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iii. water overflow from parts of the premises not in the Lessee's occupation or control

iv. any burglary or theft

17.5 The Lessee undertakes to give vacant possession on the expiry of this lease or its earlier termination, provided that the Lessee put the demised premises into the same condition it was in relation to any required repairs, painting, fixtures and fittings, locks and glass window frames.

17.6 Should the Lessor fail to fulfil any obligation or to perform any act which it was obliged to perform in terms of any clause of this lease agreement, the Lessee shall be entitled to but not obliged to fulfil such obligation or to perform such act for and on behalf of the and the Lessor shall be liable for all or any costs incurred by the Tenant or as a consequence of such fulfilment or performance.

17.7 The Lessor shall have the right to change the business name of the building at any time and from time to time as it considers appropriate in its sole discretion provided that the Lessee is given one hundred and eighty (180) calendar days' notice in advance, and the Lessor shall not be liable for any losses or damages suffered by the Lessee arising from or incidental to such change of name. The Lessor may grant naming rights to another party, provided that such naming rights shall not be granted to an industry competitor of the Lessee.

17.8 The Lessee agrees that the Lessor shall be entitled to dispose off the property at any time during the life of the lease agreement. The sale by the Lessor of the property during this lease shall not affect the terms of the lease in anyway whatsoever nor entitle the Lessee to resign from the lease nor to claim damages as a result thereof.

18. Force Majeure

18.1 Each of the parties hereto shall be excused from the performance of its obligations by force majeure events occurring, and such excuse shall continue so long as the condition constituting such force majeure continues plus thirty days after termination of such conditions. For the purposes of this Agreement, force majeure events are defined to include causes beyond the control of the Lessor or Lessee including without limitation to acts of God, regulations or law of any government, war, civil commotion, destruction of production facilities materials by fire, earthquake or storm, labour disturbances, epidemic and failure of public utilities.

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19. Waiver

19.1 The waiver by either party of any of its rights or remedies or of any breaches by either party under this Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies or breaches in subsequent instances.

20. Severability

20.1 In the event, that any of the provisions of this Agreement or the application of any such provision to the parties hereto, with respect to their obligations hereunder shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions hereof shall remain in full force and effect to the extent they are not inconsistent with the original provisions and the intentions of the parties expressed therein.

21. Succession and Assigns:

21.1 Except as otherwise provided herein, the rights and obligations created hereunder shall inure to the benefit of and be binding upon the heirs successors and authorized assigns of the parties hereto.

21.2 Notwithstanding any provision hereof, neither the Lessor nor the Lessee shall have a right to assign or transfer any of its rights hereunder, except to a company succeeding to all or substantially all of the rights of either party and no such assignment or transfer shall have any validity unless prior thereto: -

- a) The other party consents in writing to such assignment, transfer or succession;
- b) All amounts outstanding and owing have been fully paid;
- c) The proposed transferee or assignee has agreed in writing to the other to be bound by all the provisions hereof.

22. Disputes Resolution:

22.1 The Lessor and the Lessee will make every effort to resolve amicably by informal negotiations any disagreement or dispute arising between them under or in connection with this Agreement.

22.2 If, after thirty (30) days from the commencement of such informal negotiations, the Lessor and the Lessee have been unable to resolve amicably any such dispute, either party may require that the dispute be referred to arbitration for resolution.

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23. Arbitration:

23.1 Any disputes and controversies, arising out of or otherwise relating to this Agreement, shall be finally and exclusively settled in accordance with **The Arbitration Act, Cap. 15 (Act No. 2 of 2020) of the United Republic of Tanzania.**

24. Entire Agreement:

24.1 This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. Any and all written or oral agreements heretofore existing between the parties pertaining to the subject matter hereof are expressly cancelled. Any modification of this Agreement shall be in writing and signed by authorized representatives of both parties.

25. Governing Law:

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

26. Costs & Stamp Duty:

26.1 Both parties shall bear their own costs and expenses (including legal fees, out of pocket expenses, stamp duty and any value added tax or other similar or equivalent tax on such costs and expenses), which have been incurred in connection with:

- a. The preparation, execution and delivery of this Agreement.
- b. Any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Agreement.
- c. Any discharge or release of this Agreement;
- d. The preservation of exercise (or attempted preservation or exercise), and the enforcement (or attempted enforcement) of any rights under, or in connection with the Agreement.
- e. Any stamping, attestation and or registration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as per the terms and in the manner as herein prescribed.

Signed and Sealed, with the Common Seal of Shatry Inc. (T) Limited, at Dar-es-Salaam and in our presence this 12th day of December 2024.

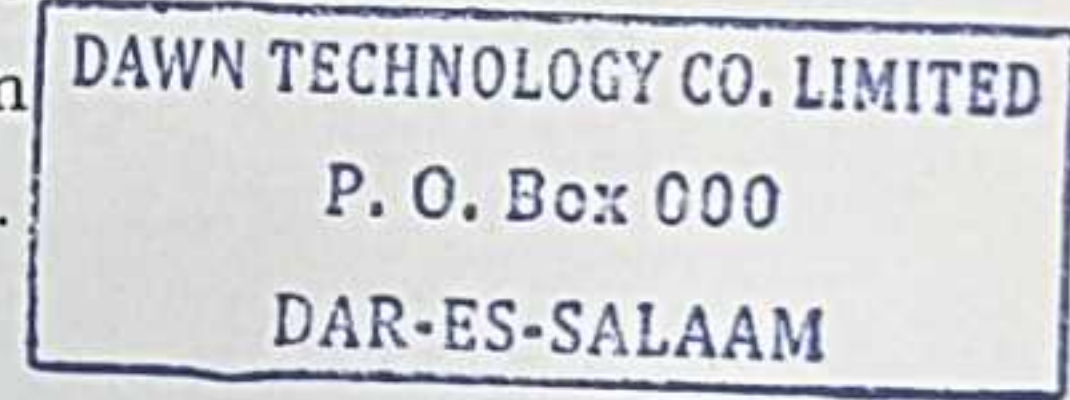
Name: Aboud Mahmud Alshatry
Address: P. O. Box 76690 Dar-es-Salaam
Signature:..... *Alshatry*
Designation: Managing Director



Witnessed By
Name: ANWI ALSHATRY
Address: 76690 D'SALAAM
Signature:..... *Alshatry*
Designation: Director

Signed and Sealed with the Common Seal of DAWN TECHNOLOGY CO. LIMITED at Dar-es-Salaam and in our presence this 12th day Of December 2024.

Name: Shawn Xiang
Telephone: +255 678 895 842, +255 749 988 888
Address: P. O. Box, Dar-es-salaam
Signature:..... *Shawn Xiang*
Designation: Managing Director



Witnessed By
Name: *[Signature]*
Address: P. O. Box, Dar-es-salaam
Signature:..... *[Signature]*
Designation: STAFF