

THE LAND ACT  
(CAP. 113)

THE LAND REGISTRATION ACT  
(CAP. 334)

LEASE AGREEMENT

BETWEEN

ELIA RICHARD MOSHI

-to-

KWARE INTERNATIONAL COMPANY LIMITED

LEASE

-OF-

PLOT NO: 24LIA BLOCK 181/182A RAU MOSHI KILIMANJARO

*Drawn By:*  
LILIAN MUSEMBA JUSTUS  
LJ MUSEMBA ATTORNEYS  
RENGUA STREET, OPPOSITE DHL  
P.O. BOX 2313 MOSHI

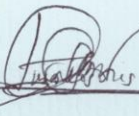

**KILIMANJARO**  
**AGREEMENT FOR LEASE OF A WAREHOUSE/ GODOWN**

DATED this 29<sup>th</sup> day of November 2024

THIS LEASE is made the 29<sup>th</sup> day of November Two Thousand and Twenty Four-  
BETWEEN ELJA RICHARD MOSHI a male natural person resident of Rau Moshi  
Kilimanjaro and of Post Office Box Number 2064 DARES SALAAM aforesaid (hereinafter  
called "the Lessor" which expression shall where the context so admits include its  
successors and assigns) of the one part and KWARE INTERNATIONAL COMPANY  
LIMITED a limited liability company incorporated in the United Republic of Tanzania  
having its registered office situate at Moshi Kilimanjaro in the United Republic of  
Tanzania and of Post Office Box Number 6644 KIUSA Moshi aforesaid (hereinafter called  
"the Lessee" which expression shall where the context so admits include its successors  
and assigns) of the other part.

WHEREAS:

- a) The Lessor is registered as the holder of a Right of Occupancy for the term of  
Ninety Nine years from the First day of July One Thousand Nine Hundred and  
Eighty Two (subject however to such charges leases and encumbrances as are  
notified by the Certificate of Title Deed endorsed hereon and to the payment of a  
revisable annual rent of Tanzanian Shillings Seven Hundred Thousand (TSHS.  
700,000/-) of ALL THAT piece or parcel of land situate in the City of Kilimanjaro  
in Rau Ward of the said United Republic containing by measurement Two  
Thousand Two Hundred and Nine (2209) of Square Metres or thereabouts which  
said piece of land being the premises comprised in a Right of Occupancy with the  
dimensions abutments and boundaries thereof TOGETHER WITH the buildings and

 29.11.2024  




improvements erected and being thereon comprising inter alia One (1) godown and ancillary facilities (hereinafter called "the demised premises") and the Lessor has agreed with the Lessee to grant to the Lessee a lease of the demised premises for the term at the rent and on the terms and conditions hereinafter mentioned.

NOW THIS LEASE WITNESSETH as follows: -

1. In consideration of the rent hereinafter reserved and of the Lessee's covenants hereinafter contained the Lessor HEREBY LEASES unto the Lessee the demised premises together with the buildings and improvements thereon TO HOLD the same unto the Lessee for the term of One (1) year renewable (upon satisfaction between the parties) from the First day of January Two Thousand and Twenty Five YIELDING AND PAYING therefore the monthly rent of the Tanzanian Shillings One Million, Five Hundred Thousand Only (TSHS 1,500,000/=) and such rent to be paid by the Lessee to the Lessor subject to 10% withholding tax deduction; six months in advance commencing the Twenty Eighth day of November Two Thousand and Twenty Four and thereafter on the First days of July, September, and December during the said term.

- i. The six months advance payment shall be made in two instalments of TSHS 4,050,000/= (Four Million and Fifty Thousand Tanzanian Shillings Only) each;
- ii. The first instalment shall be paid on the day and date the execution of this Agreement;
- iii. The second instalment shall be paid on or before the 24<sup>th</sup> date of December 2024.
- iv. All the rent payable shall be made via CRDB Bank Account Number 0152329033000 in the names of ELIA RICHARD MOSHI, the Lessor.
- v. The Lessee shall serve the Lessor with a copy of the receipts for payment of the 10% withholding tax not later than 30 days after making

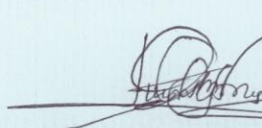
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such payment.

2. The Lessee hereby agrees with the Lessor as follows: -

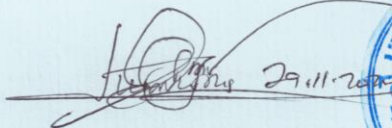
- a) To pay the rent herein before reserved at the times and in the manner aforesaid;
- b) To pay and discharge all telephone telex electricity water and conservancy charges that are now or may hereafter be imposed in respect of the demised premises during the said term of this Lease such payments to be made within the period or periods stipulated in the respective notices of demand therefore PROVIDED THAT any case where payment of any such outgoing expense or charge is paid by the Lessor then the Lessee shall reimburse the Lessor the amount thereof within Seven (7) days of demand in that behalf being served upon the Lessee;
- d) To keep the demised premises including all doors windows floors ceilings sanitary and water apparatus and fittings and fixtures clean and in good and tenable repair order and condition (fair wear and tear damage by subsidence civil commotion riots earthquakes and all acts of God only excepted) and also to make good any damage whatsoever or stoppage of the drains caused by the negligence of the Lessee or a member of the Lessee's staff their servants licensees or visitors and at the expiration or sooner determination of the term hereby granted peaceably and quietly to yield up the demised premises to the Lessor in such state of repair order and condition as the same were at the commencement of the said term (excepting only as aforesaid) and with all locks keys and fastenings complete;
- e) To permit the Lessor or its agents after giving reasonable prior notice to the Lessee (or immediately in case of need) to enter upon the demised premises to view the condition of the same and to give notice in writing to the Lessee of all wants of reparation for which the Lessee is liable AND within Fourteen (14) days next after

  
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every such notice (or immediately in case of need) the Lessee shall make good all such wants of reparation and in default thereof shall permit the Lessor to execute the necessary work the cost of which (including any surveyor's fees incurred) shall be paid by the Lessee to the Lessor on demand;

- f) That the demised premises or any part thereof shall be used for only as a workshop for the repair and service of motor vehicles, storage of fuels grains foodstuffs and other relief materials and goods and as offices in connection therewith;
- g) Not to make or suffer any assignment transfer charge undertaking or parting with possession of the demised premises or of any part thereof or of any interest therein or suffer any person to occupy the demised premises or any part thereof as licensee without the consent in writing of the Lessor which consent the Lessor may in its absolute discretion withhold without assigning any reason therefor;
- h) To comply forthwith in all respects with the provisions of every enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted and every instrument regulation and by-law and every notice order or direction and every licence consent or permission made or given thereunder) so far as the same affect the demised premises and to indemnify the Lessor in respect of all such matters as aforesaid;
- l) To supply a copy to the Lessor of any notice or direction or licence consent or permission relating to the demised premises within Seven (7) days of the receipt thereof by the Lessee;
- i) Not to permit or suffer to be done in or upon the demised premises or any part thereof anything which would or might be or become a nuisance annoyance inconvenience or disturbance to any person whatsoever;
- j) That except with the previous consent in writing of the Lessor and in accordance with drawings and specifications previously submitted to and approved by the Lessor at the cost of the Lessee no alteration or addition whatsoever shall be made in or to the demised premises PROVIDED ALWAYS that the Lessor may as a

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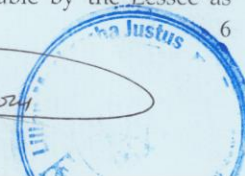
condition of giving any consent require the Lessee to enter into such covenants with the Lessor as the Lessor shall reasonably require in regard to the execution of any alteration or addition to the demised premises and the reinstatement thereof at the determination of the term hereby granted or otherwise;

3. The Lessor hereby covenants with the Lessee as follows: -

- a) That the Lessee paying the rent hereinbefore reserved and observing and performing the covenants on the part of the Lessee hereinbefore contained shall and may peaceably and quietly hold and enjoy the demised premises for the term hereby granted without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor;
- b) To keep the main structure of the building of which the demised premises form part in good condition including repair of the fallen fencing wall, leaking roof and filling of holes in the go down as well as cleaning the entire leased premises prior to the 1<sup>st</sup> day of January 2025 the date on which this tenancy accrues. The repair of the toilets and other outer parts of the demised premises shall be done upon payment of the remainder of the six month's advance in accordance with Clause 1 herein.
- c) To keep the main walls roofs main timbers gutters downpipes and other exterior structure of the demised premises in good repair and order and to repair the roof of the demised premises as soon as possible after receiving a notice from the Lessee that the roof of the demised premises is leaking and to keep the demised premises in all respects wind and water tight PROVIDED THAT the Lessor shall not be responsible to carry out any repairs necessitated by any act or default of the Lessee, its servants, agents or visitors;
- d) To bear pay and discharge all existing and future rates and land rent and also (except those which are levied against or payable by the Lessee as





*[Handwritten Signature]*  
29.11.2024



occupier or tenant of the demised premises such as the withholding tax) all assessments duties impositions and outgoings which are imposed or charged upon the demised premises.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows: -

- a) If the rent hereby reserved or any part thereof shall be unpaid for Twenty-one (21) days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation without insolvency) or (not being a company) shall become bankrupt or shall call a meeting of or enter into any composition with creditors or suffer any distress or execution to be levied on the property of the Lessee then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any claim by the Lessor in respect of any antecedent breach of any covenant or provision herein contained;
- b) If the Lessee shall make default in paying any sum referred to in Clause 2 hereof such sum shall be recoverable (whether formally demanded or not) as if rent in arrears AND the power of the Lessor to distrain upon the demised premises for rent in arrears (including any such sum as aforesaid) shall extend to and include any tenant's fixtures and fittings not otherwise distrainable by law which may from time to time be thereon;
- c) Any notice under this lease shall be in writing and any notice to the Lessor shall be sufficiently served if addressed and sent to the Lessor's last known address and any notice to the Lessee shall be sufficiently served if addressed and delivered to it at the demised premises or sent by post to its

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last known address or such other address as shall be notified to the Lessor in writing AND a notice sent by post shall be deemed to be given Four (4) days after the date of posting;

d) The Lessor's Advocates' costs and disbursements stamp duties and registration and other fees and Agent fees (if any) in connection with the preparation and completion of this Lease and a counterpart thereof shall be paid by the Lessee.

5. If the Lessee shall be required by the Government to cease its operation in Tanzania and shall for that reason be desirous of determining the term hereby created at any time during the said term and shall give the Lessor Three (3) months' previous notice in writing of such desire (and shall up to the time of such determination pay the rent and perform and observe the covenants on the part of the Lessee hereinbefore reserved and contained) then immediately on the expiration of such notice this Lease and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant and the Lessors shall on receipt of such notice refund immediately to the Lessee any advance rent not utilised from the date of the expiry of such notice.

6. The Lessors will on written request of the Lessee made not less than one month nor more than three months before the expiration of the term hereby created 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 Lessee hereinbefore contained and subject to the grant of any necessary consents at the expense of the Lessee grant to the Lessee a Lease of the demised premises for a further term of One (1) year from the expiration of the present term at such rent as the parties hereto may mutually agree and containing the like covenants and provisions as are herein contained (with the



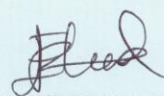
exception of the present covenant for renewal)

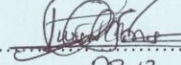
PROVIDED ALWAYS that if the parties hereto fail to agree upon the revised rent then the rent payable by the Lessee during such further term shall be the rent equal to the greater of the rent payable immediately prior to the review date.

- 7. The Lessee HEREBY ACCEPTS this Lease subject to the conditions, restrictions, and stipulations above set forth or referred to.
- 8. This Agreement is in itself the receipt from the lessor to the lessee.

IN WITNESS WHEREOF the Parties hereto have executed this Lease the day and the year hereinbefore written.

SIGNED and DELIVERED at MOSHI ]  
 By the said ELIA RICHARD MOSHI ]  
 by..... who ]  
 is known to me personally/identified to me ]  
 by ISMAIL MUB MRO ]  
 the later being known to me personally in y ]  
 presence this 29<sup>th</sup> day of November, 2024 ]

  
 for: The LESSOR

Before me:  
 Signature:   
 Postal Address: 2313 Masiti  
 Qualification: ADVOCATE



SIGNED and SEALED for and on behalf ]  
 of the KWARE INTERNATIONAL CO. LTD ]  
 by... LIN XIE ] who ]  
 is known to me personally/identified to me ]  
 by VEMITO FAGDA-BOLA ]  
 the later being known to me personally in my ]  
 presence this 29<sup>th</sup> day of November, 2024 ]



Before me:

Signature: 

Postal Address: 233 West

Qualification: ADVOCATE

