

LEASE AGREEMENT

THIS LEASE is made this 14th day of July 2025.

BETWEEN

MR. ALEX ANDREA MATOVU of P.O Box 36208, allocated Bunju Moga PLOT No. 97 BLOCK No. 6 with TIN Number 102-578-740, Dar es Salaam (hereinafter referred to as the "Lessor", which expression shall where the context admits include his successors and assigns) of the one part;

AND

TANZANEX COMPANY LIMITED of P.O. Box 75456 Dar es Salaam, allocated Tegeta PLOT No. 93 BLOCK No. FZ with TIN Number 186-718-860, a private company incorporated with limited liability in the United Republic of Tanzania (hereinafter referred to as the "Lessee") of the other part.

WHEREAS

The Lessor is the owner of a Godown consisting of approximately 922 square meters with office rooms located at Bunju Moga.

The Lessee wishes to lease the said Godown from the Lessor upon the terms and conditions set out herein.

1. COMMENCEMENT & DURATION

The Lessor hereby leases to the Lessee, and the Lessee hereby takes on lease from the Lessor, the said Godown for a term of Three (3) years commencing from 01/09/2025 to 31/08/2028, with an option to renew subject to the Lessor's discretion and mutual agreement on new terms and current market rent.

2. RENT AND PAYMENT TERMS

(a) The rent shall be Tanzania Shillings Five Million (TZS 5,000,000) per month, payable in advance in six-monthly installments of TZS 30,000,000 (Thirty Million Only).



(b) The rent shall be paid absolutely and unconditionally for the entire lease term, even if the Lessee suspends, ceases, or relocates its operations before expiry.

(d) Under no circumstances shall the Lessee withhold or offset rent, including during disputes or interruptions.

(c) The Lessee shall pay all applicable taxes, including VAT and stamp duty, separately.

(f) Late payment shall attract interest at 3% per month on the overdue amount.

3. REPAIRS AND CONDITION OF PREMISES

(a) The Lessor shall ensure the floor is made good and in sound condition before handover.

(b) The Lessee shall, at its own cost, maintain the demised premises in good and tenable repair, including painting, repairs, and compliance with municipal and health requirements (reasonable wear and tear excepted).

(c) Any damages caused by the Lessee's misuse or negligence shall be repaired at the Lessee's expense.

4. USE AND RESTRICTIONS

(a) The premises shall be used exclusively for Pepper Manufacture. Any other use requires prior written consent of the Lessor.

(b) The Lessee shall not sublet, assign, or part with possession without prior written consent of the Lessor, which may be withheld at the Lessor's sole discretion.

5. UTILITIES AND INSURANCE

(a) The Lessee shall arrange and pay for electricity, water, and all utility bills.

(b) The Lessee shall insure its contents, equipment, and stock against all risks. The Lessor shall insure the structure against fire and allied perils.

6. ENTRY & INSPECTION

The Lessor or its agents may enter the premises at reasonable times with prior notice to inspect or execute necessary repairs.



7. SECURITY & QUIET ENJOYMENT

- (a) The Lessee shall hire and pay for its own security.
- (b) Provided the Lessee observes the terms herein, it shall peacefully enjoy the premises without interruption from the Lessor.

8. DEFAULT & REMEDIES

- (a) In the event of default in rent or breach of obligations not remedied within fourteen (14) days of notice, the Lessor may terminate this lease and repossess the premises.
- (b) The Lessee remains liable for all unpaid rent for the remainder of the lease term even after vacating.
- (c) The Lessee's directors/shareholders personally guarantee the Lessee's obligations.

9. TERMINATION

Either party may terminate this lease by giving one (1) month's written notice. The Lessor may also terminate immediately for insolvency, illegal use, or material breach not remedied.

10. RENEWAL

Renewal is subject to the Lessor's discretion and mutual agreement on new terms at least one (1) month before expiry.

11. DISPUTE RESOLUTION

Parties shall first seek amicable settlement; failing which, disputes shall be referred to arbitration in Dar es Salaam under the Tanzanian Arbitration Act.

12. GOVERNING LAW

This agreement shall be governed by the laws of the United Republic of Tanzania.



13. FORCE MAJEURE

Neither party shall be liable for delays or non-performance due to events beyond reasonable control, including but not limited to war, natural disasters, and government actions.

14. MISCELLANEOUS

- (a) Amendments must be in writing signed by both parties.
- (b) If any provision is found unenforceable, the rest shall remain effective.
- (c) This document constitutes the entire agreement between the parties.

IN WITNESS WHEREOF

The parties have executed this Lease Agreement on the date first written above.

SIGNED by Mr. Alex Andrea Matovu (Lessor)



WITNESS

Name Yiga Joseph

Signature 

Date 14-07-2025



SIGNED by

Name HOSEA PETER MAGELANGA

Signature 

Title: **MANAGING DIRECTOR**

TANZANEX COMPANY LIMITED (Lessee)

