

LEASE AGREEMENT

This Agreement is made this 2nd day of January 2025

BETWEEN

ZAKAYO PETER SWAI of **DUNDANI, MKURANGA DISTRICT IN PWANI, TANZANIA** (hereinafter referred as “the **Lessor**”) which expression shall where the context so admits include his assigns and successors of the one part;

AND

DENYU INTERNATIONAL INVESTMENT COMPANY LIMITED of **MADELA STREET, MIKOCHENI, KINONDONI MUNICIPAL COUNCIL DAR ES SALAAM TANZANIA**

(hereinafter referred to as “the **Lessee**”) which expression shall where the context so admits include its assigns and successors on the other part;

WHEREAS the Lessor is the owner of a commercial property situated at **DUNDANI STREET, PLOT NO: 1&2 BLOCK E, DUNDANI, MKURANGA DISTRICT IN PWANI, TANZANIA** (hereinafter referred to as the “Demised Premises” and is desirous of leasing the same to the Lessee.

WHEREAS the Lessee is desirous of leasing the abovementioned Demised Premises for commercial purposes upon the conditions and the terms hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **TERM**

- 1.1. This Agreement shall be for a period of **THREE (3) year** commencing of the 02 day of January 2025, and ending of the 01 day of January 2028.
- 1.2. Either party may be entitled to terminate this Agreement at any point in time by a prior written notice of 30 days to the other Party.

2. **PAYMENT AND RELATED CHARGES**

- 2.1. The Lessee agrees to pay the Lessor United States Dollar **THREE THOUSAND (USD 3,000)** per month, as rental charges for the Demised Premises. The amount payable under this provision shall be payable 6 months in advance.
- 2.2. The Lessee agrees to pay the Lessor United States Dollar **THIRTY SIX THOUSAND (USD 36,000)** as annual rental charges under this agreement.

- 2.3.** The Lessee agreed to pay the contractual amount through bank deposit.
- 2.4.** The Lessee agrees to pay for water, cleaning and electricity utilities and or services based upon occupancy of the premises.

3. COVENANTS

The Lessee and the Lessor mutually agree to observe the covenants and conditions of this Agreement: -

- 3.1.** The Lessor shall handover the Demised Premises in a reasonable state of cleanliness and shall maintain the Demised Premises in a reasonable state of repair.
- 3.2.** The Lessee shall not affix any fixture or make any renovation, alteration or addition to the Demised Premises, without the prior consent of the Lessor, provided that such consent shall not be unreasonably withheld.
- 3.3.** The Lessee must not deposit any waste, rubbish or refuse on the grounds.
- 3.4.** The Lessee must not make any addition to the Demised Premises, unite the Demised Premises with any adjoining premises, or make any alteration to the Demised Premises without the prior written consent of the Lessor.
- 3.5.** At the end of the Term, if so requested by the Lessor, the Lessee must remove any additional buildings, additions, alterations or improvements made to the Demised Premises and must make good any part of the Demised Premises that is damaged by their removal.
- 3.6.** The Lessee must not make any connection with the pipes, sewers or drains in the Demised Premises or extend the wiring except in accordance with plans and specifications approved by the Lessor.
- 3.7.** The Lessee must permit the Lessor, with any necessary contractors and workmen, to enter the Property at all reasonable times upon 24-hour prior notice, or in the event of emergency at any time without notice, causing as little inconvenience to the Lessee as reasonably practicable and making good any damage caused to the Demised Premises and the Lessee's property: -
 - 3.7.1.** To view the state of repair and condition of the Demised Premises;
 - 3.7.2.** To carry out repairs, alterations, improvements, rebuilding or other works to adjoining property that can only be carried out by having access to the Demised Premises or the electrical wiring and water pipes or drains within or serving it; and
 - 3.7.3.** During the 1 month before the anticipated date of end of the Term, to inspect the Demised Premises with interested parties with a view to proposed letting.
- 3.8.** The Lessee must not assign, sublet or part with possession of the Demised Premises.
- 3.9.** The Lessee must not erect any poles or masts on the Demised Premises or install any cables or wires outside it, whether in connection with telecommunications or otherwise or allow anyone under his control to do so without the prior written consent of the Lessor.
- 3.10.** Any dispute as to whether repairs are necessary, the cost of repairs or the time taken to execute them may be referred to an independent surveyor acting as an expert appointed and agreed by both parties.

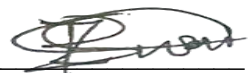
- 3.11. The Lessee must not use the Demised Premises except as a commercial area for the purposes of the Lessee's business.
- 3.12. The Lessee must not do anything or allow anything to be done on the Demised Premises, or allow anything to remain on it that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to the Lessor or his Lessees or the Lessors or occupiers of adjacent or neighboring.
- 3.13. The Lessee must not use the Demised Premises or allow it to be used for any auction sale, any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry on any trade, business, manufacture or commercial activity on it.
- 3.14. The Lessee must not keep or allow any animal, bird or reptile at the Demised Premises.
- 3.15. The Lessor must permit the Lessee peaceably and quietly to hold and enjoy the Demised Premises without any interruption or disturbance from or by the Lessor.
- 3.16. The Lessor shall pay the necessary taxes and other levies due to the Government, including but not limited to land rent and property taxes. The Lessor shall not pay electricity, water, garbage collection and other levies relating to tire use of the Premises.
- 3.17. Any notice to be served on the Lessor or the Lessee may be served by registered post, recorded delivery, fax or email at the address mentioned above.
- 3.18. If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this lease and the enforceability of the remainder of this lease shall not be affected.
- 3.19. The Lessor and the Lessee agree that this lease shall be exclusively governed by and construed in accordance with the laws of the United Republic of Tanzania will submit to the exclusive jurisdiction of the Tanzanian courts.

IN WITNESS WHEREOF the Lessor and the Lessee have respectively hereto executed this deed the day and the year first above written.

ZAKAYO PETER SWAI of
DUNDANI, MKURANGA DISTRICT IN PWANI,
TANZANIA.....

Singed on ____ Day, ____ Month ____ Year.

Name: _____



LESSOR

DENYU INTERNATIONAL INVESETMENT COMPA
NY LIMITED.....

Singed on ____ Day, ____ Month ____ Year.

Name: _____



LESEE

WITNESS

UNDER MY WITNESS:

NAME:

POSTION:

SIGNATURE:

DATE:
