LEASE AGREEMENT

BY AND BETWEEN

NANNAN SHOES INTERNATIONAL COMPANY LIMITED

AND

C& E INTERNATIONAL COMPANY LIMITED

IN RESPECT OF PIECE OF LANDED PROPERTY/ INDUSTRIAL AREA REFERENCED AS LOCATED AT MWANAMBAYA VILLAGE WITHIN MKURANGA DISTRICT, PWANI REGION

DRAWN BY:

WINS LAW
ATTORNEYS

3rd Floor- Alfa Plaza, Plot No. G6, Chaburuma Road, Off. Ali Hassan Mwinyi Road, P. O. Box 32080, Dar Es Salaam. +255(22)2761756|+255717443616 info@winstlaw.co.tz | www.winstlaw.co.tz

This **LEASE AGREEMENT** is entered this .....day of .....2025.

BY AND BETWEEN

NANNAN SHOES INTERNATIONAL CO. LIMITED, a company incorporated under the laws of Tanzania of P.O. Box 102754, PWANI (herein referred to as the "Lessor") which expression shall include her successors and assigns on one party

AND

C& E INTERNATIONAL COMPANY LIMITED, a company registered under the Laws of Tanzania with postal address P.O. Box 34359, Dar es Salaam (herein referred to as the "Lessee") which expression shall unclose all her successors and assignees on the other party.

WHEREAS the Lessor are lawful owner of the landed property/ Industrial area named located at Mwanambaya village within Mkuranga District, Pwani Region, Tanzania

AND WHEREAS the Lessor is desirous of leasing part of the said landed property to the lessee for the purpose of conduct the business under the said Industrial area.

AND WHEREAS, Lessee has expressed interest in leasing the said part of landed property and has agreed to occupy and use the same for industrial purposes in accordance with the terms and conditions set forth herein

WHEREFORE, the Lessors and Lessee hereby agree to enter into this Lease Agreement in the following terms and conditions; -

1. **GRANT OF LEASE**

   1.1. That Lessor hereby willfully leases part of the landed property (warehouse) namely located at Mwanambaya village within Mkuranga District measuring 1000sqm, to the Lessee for the period of one (1) year effective from 1st June 2025 up to 31st may 2026

2. **PURPOSE OF LEASE**

   2.1. That, Lessor hereby agrees that the purpose of this Lease is to specifically allow Lessee to lease the said landed property, for Industrial use.

3. **DURATION OF LEASE**

3.1. That, upon expiry of the said agreed period of ONE YEAR, the parties are at liberty to renew this Agreement after consultation with the Lessor with the same or different terms, but in the event of non-renewal, the Lessee may remove all the fixtures and properties and leave the land in good condition.

4. CONSIDERATION OF LEASE

4.1. That in consideration of leasing, authorization to design, furnishing, and operate the said Industrial area measuring 1000sqm, Lessee shall pay the amount equivalent to **One United States Dollar (USD 1) per square meter,** amounting to a total monthly rental fee of One Thousand United States Dollars **(USD 1,000.00)** and an annual rental fee of Twelve Thousand United States Dollars **(USD 12,000.00)** (hereinafter referred to as the *"Rental Price"*), and shall be payable in advance in yearly basis.

4.2. That parties herein agree that the Rental Price agreed in Clause 4.1 above of this Agreement shall be payable on yearly basis.

4.3. The mode of payment shall be through cash or bank in the following bank account of the Lessor;

Bank Name:
Bank Account Name:
Bank Account number:
Branch:
Swift:

5. CONDITION OF LEASE

5.1. That Lessor hereby undertakes to hand the said landed property, building structures only at the area being leased, reasonable sharing of fenced area, and all other affixtures solely sorted and shown by the lessor to the Lessee as the area to be leased thereto to the Lessee after execution of this agreement and, all its affixtures within the said portion are free from all encumbrances and have never been bequeathed, divided serve for the remaining area, or disposed of to any person in any will(s) or any document(s) of whatsoever nature.

5.2. The Lessor shall locate the leased part being in form of warehouse(s) or as such area that the Lessor may deem fit at the time of Lease period.

5.3. That Lessor further undertakes to be responsible for all costs and expenses incidental to the leasing of the landed property subject to this Agreement from the date this Agreement becomes effective including but not limited to payment of property taxes and any other governmental charges applicable for ownership of Landed Properties under Tanzania government.

5.4. That Lessee undertakes to be responsible for all and any costs that shall be applicable for any maintenance, service charges, renovation costs, security costs, any tax applicable on portion of the leased properties, interest thereto, insurance, and any other incidental costs at the time of operating his business on the erected business premises, and those applicable during the design work, building as well as operating.

5.5. That, Lessee further undertakes to procure and obtain all licenses (development and operational), necessary approvals, certificates, and permits applicable for the commencement of development and operations business.

5.6. The Lessee shall exercise the duty of care to ensure the demised premises is protected against all forms of risks, not to cause any action that will give rise to damage such as fire, floods, electric shots or permit to be done any act whereby the Lessors suffers loss , insurance premium in respect of such policy may be increased or the rights of the Lessee in terms of such policy may be prejudiced in any way in such event the Lessee shall be liable to compensate the Lessors to the state as he were before the event took place, by making good the loss in full.

6. COMMITMENT BY LESSEE

6.1. That, Lessee hereby undertakes commitment and agrees that, for the entire duration of the Agreement, her or her successors shall not transfer, or put security the leased landed property or any of its debentures to any third-party whatsoever kind. In The event of fraud, Misrepresentation or breach of the terms of this agreement, the Lessors shall be liable to compensate the Lessee for the ready invested costs and Interest at commercial rate.

6.2. That, Lessor shall also ensure that the ownership of leased landed property remains valid by complying with all requirements of land ownership under the laws of Tanzania and ensure that the Title Deed is under her sole custody and if at any time he passes custodianship to another person whatsoever, the Lessee is duly informed through written communication and that third party is aware and ready to be bound by the terms of this Agreement.

7. TERMINATION OF LEASE

7.1. That, in the event of the Lessee is desirous of terminating this Agreement, the terminating party shall provide a one month written notice to the other party. The said notice must comprehensively explain the reason for termination and the efforts that have been undertaken by the terminating party to avoid termination.

7.2. That the Lessors shall not have the right to terminate the entire agreement save for the Lessee's failure to pay the rental fee in Consecutive period.

8. CONFIDENTIALITY

8.1. That both parties herein agree that neither of them shall disclose any information whatsoever kind concerning this Agreement or its assignment to any third-party whatsoever kind unless otherwise mandated to do so under the laws of Tanzania and in such case, the party disclosing information shall inform the other party in writing prior to such disclosure.

8.2. Similarly, the parties agree that the information contained herein, or any other information obtained in the course of negotiation of this transactional undertaking, shall remain CONFIDENTIAL between them indefinitely and neither of them shall directly or indirectly misappropriate, divulge, or make use of them or any Trade Secrets of the other party whatsoever kind for an indefinite period of time, so long as the information remains a Trade Secret of the concerned party.

9. NOTICES

9.1. All notices, demands, consents, approvals, reports and other communications to the other party under this Framework Agreement shall be in writing and shall be given as set forth below, or at such other address as they may specify hereafter in writing. Such notices shall be deemed to have been duly served or made when it shall be delivered by hand, mail or fax to the provided address. For the purpose of services, the Address of the parties to this Agreement are set herein below:

Lessor

.....

Lessee

.....

10. ENTIRETY

10.1. This Agreement constitutes the entire agreement and supersedes whatever may have been orally agreed by the parties herein prior to the signing of this Agreement. Any amendments or alterations whatsoever kind shall be agreed by the Parties in writing.

10.2. This Agreement shall be read, governed, and enforced in accordance with the laws of the United Republic of Tanzania.

10.3. The Lessors shall Register this agreement at the Register of Title within ..... days after execution of this agreement, pursuant to the laws of the United Republic of Tanzania, and the original registered agreement shall be served to the lessee for records.

11. DISPUTE RESOLUTION

11.1. That, any and all dispute arising from this Agreement shall be settled between parties through the amicable solution and if there is no settlement between the two parties within six (6) months of the commencement of the amicable settlement process, the dispute may be referred to the court of competent jurisdiction under the laws of Tanzania.

IN WITNESS THEREOF, parties herein signify their commitment to this Lease Assignment Agreement by putting their respective signatures to this Agreement on the date and year appearing herein below.

SIGNED, STAMPED & DELIVERED in Dar es Salaam the said Director On behalf of NANNAN SHOES INTERNATIONAL CO. LIMITED who is known to me personally/ have been identified to me by

..... **LESSOR**

the latter being known to me personally on

this.....day of 2025

Name:

Signature: .....

Address: P.O. Box 102754

NANNAN SHOES INTERNATIONAL CO. LTD. DAR ES SALAAM P. O. Box 3109