

LEASE AGREEMENT

BETWEEN

JOVIN JONATHAN TIBENDA

AND

SINEWY LIMITED

2025

**SINEWY LIMITED**  
P.O. Box 22566,  
DAR ES SALAAM,  
TANZANIA  
Email: [sinewylimited@gmail.com](mailto:sinewylimited@gmail.com)

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into on this 1<sup>st</sup> day of March, 2025, by and between:

### **LESSOR:**

Jovin Jonathan Tibenda, of Nala, Dodoma, United Republic of Tanzania (hereinafter referred to as the "Lessor")

AND

### **LESSEE:**

SINEWY LIMITED, a company incorporated under the laws of the United Republic of Tanzania with registration number 22566 and having its registered office in Dar es Salaam (hereinafter referred to as the "Lessee")

### **WHEREAS**

The Lessor is the lawful owner and in possession of a parcel of land located in Nala, Dodoma, suitable and available for use as a parking yard for transportation trucks; and

The Lessee is desirous of leasing the said premises from the Lessor for the purpose of parking transportation trucks while waiting to transport fertilizers;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

#### **1. Premises**

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, a parcel of land situated at Nala, Dodoma, to be used exclusively as a parking yard for transportation trucks.

#### **2. Lease Term**

The term of this lease shall be for three (3) years, commencing on the 1st day of March, 2025 and ending on the 28th day of February, 2028, unless earlier terminated in accordance with this agreement.

### **3. Rent and Payment Terms**

3.1 The Lessee shall pay the Lessor a monthly rent of Tanzania Shillings Two hundred thousands (TZS 200,000), payable in advance on or before the 5th day of each month.

3.2 All payments shall be made to the bank account designated by the Lessor or by any other method as may be agreed upon in writing.

3.3 A grace period of five (5) days shall be granted for late payments. Any rent unpaid after the grace period shall attract interest at a rate of 5% per month on the unpaid amount.

### **4. Use of Premises**

4.1 The premises shall be used strictly for the parking of transportation trucks awaiting loading or dispatch of fertilizer cargo.

4.2 The Lessee shall not use or allow the premises to be used for any unlawful or unauthorized purpose.

### **5. Maintenance and Repairs**

5.1 The Lessee shall maintain the premises in good order and condition, and shall be responsible for any damage caused by their employees, agents, or vehicles.

5.2 The Lessor shall be responsible for structural maintenance and repairs, including fencing, gates, and boundary security.

### **6. Utilities and Taxes**

6.1 The Lessee shall be responsible for payment of any water, electricity, waste management, or other utilities required for the operation of the yard.

6.2 The Lessor shall be responsible for all land/property taxes and statutory charges related to the ownership of the land.

### **7. Security and Access**

7.1 The Lessee shall have access to the premises 24 hours a day, 7 days a week.

7.2 The Lessee may deploy security personnel to guard the trucks and ensure safety during occupation.

7.3 The Lessor shall cooperate to ensure secure entry and exit to the yard premises.

### **8. Insurance**

The Lessee shall be responsible for insuring its trucks and equipment. The Lessor shall not be liable for any damage or loss of property belonging to the Lessee or third parties.

## **9. Alterations**

No structural alterations, installations, or permanent improvements may be made by the Lessee without the prior written consent of the Lessor.

## **10. Termination**

10.1 Either party may terminate this Agreement by giving three (3) months' prior written notice.

10.2 The Lessor may terminate the agreement immediately if the Lessee defaults in payment or violates any significant term of this lease and fails to remedy the breach within 30 days after receiving written notice.

10.3 Upon termination, the Lessee shall vacate the premises and return possession in the same condition, save for normal wear and tear.

## **11. Renewal**

This Lease may be renewed upon mutual agreement of both parties in writing, not less than three (3) months prior to the expiration of the term.

## **12. Dispute Resolution**

Any dispute arising from this agreement shall be resolved through amicable negotiation. Failing that, the matter shall be referred to arbitration in accordance with the laws of Tanzania, and the decision shall be final and binding.

## **13. Governing Law**

This Agreement shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania.

## **14. Entire Agreement**

This Lease constitutes the entire agreement between the parties. Any amendment or variation must be in writing and signed by both parties.

## **15. Notices**

All notices required under this agreement shall be delivered in writing to the respective parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first above written.

SIGNED for and on behalf of the LESSOR:

Name: Jovin Jonathan Tibenda

Signature: [Handwritten Signature]

Date: 01/03/2025

SIGNED for and on behalf of SINEWY LIMITED the LESSEE:

Name: Jack Katogo Ouma

Designation: Director

Signature: [Handwritten Signature]

Date: 11/03/2025

