

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the 1 day of JAN Year 2025.

Ms THOMAS L MDSO TN 103-962-447Ltd of P.O Box 11115, Arusha, (Hereinafter referred to as the "LESSOR" which expression shall where context so admits includes successors and assign on the one party;

AND

MS FRIENDSHIP AFRICAN ADVENTURE TN 115-385-670 (Hereinafter referred to as the "LESSEE" whose expression shall where context so admits includes successors and assign on the other party.

1.0 NOW THIS LEASE WITNESSETH as follows:-

- (a) The Lessor hereby leases to the lessee..... ONE ROOM at his premises situated on PLOT N° 193 BLOCK DD SAKINA in Arusha municipality together with improvements being thereon to hold the said premises for commercial purposes for term of 6 MONTH effective from 1/1/2025 to 30/6/2025 During the said term the monthly rate is 220,000/=.
- (b) Terms of payment shall be for the whole rental period, amounting to 1,320,000/= and payable in advance at the beginning of the contract.
- (c) It is mandatory to pay 10% Withholding Tax. Therefore, the Lessee is obliged to withhold 10% of the rental amount [under item 1.0 (b) above] and effect payment to TRA as per the law.
- (d) This Lease Agreement is subject to an option for renewal at the end of the rental period on the terms and conditions mutually agreed by and between parties.
- (e) In the event that neither party to the contract has shown interest of terminating the agreement and that terms and condition of the agreement has remained unchanged; it would be assumed that the agreement has been extended automatically
- (f) Notice of renewal or termination of contract shall be served in 14 days period prior expiry of the existing contract.

2.0 THE LESSEE HEREBY COVENANT as follows

- (a) To pay the rent reserved on the day aforesaid;
- (b) To promptly pay all electricity, waste water bill and other rightful charges upon receipt of the bills. And keep bills and records of payment [receipt] in safe custody.
- (c) While accepting reasonable wear and tear the tenant shall be liable for any damage which may be caused to the premises including fixtures, fittings, garden

walls e.t.c as the result of carelessness or lack of responsibility shown by tenant, his representatives or his worker.

- (d) Not to assign, sublet or part with the possession of the said premises or any part thereof without the written consent of the Lessor.
- (e) Not to make any structural alternations in the said premises without first obtaining the written consent;
- (f) On the expiration or sooner determination of the term hereby granted to deliver up the said premises to the Lessor with all locks keys and in such of good order preservation as shall be in strict compliance with the covenants in behalf of the lessee herein contained.

3.0 THE LESSOR HEREBY COVENANS WITH THE LESSEE as follows:-

- (a) To pay site rates and other taxes in respect of the said premises and including land rent and site rates;
- (b) The lessee paying the rent hereby reserved and performing and observing the several covenants on his part herein contained shall peaceably hold the said premises during the said term without any interruption by the lessor or any person rightfully claiming in trust for the Lessor.
- (c) Any notice of this lease, shall be in writing and any notice to the lessee shall be sufficiently served if left addressed to him on the demised premises or sent to him by post.
- (d) This lease agreement is made under and shall be constructed in accordance with laws of Tanzania.

4.0 OTHER CONDITIONS

- (a) It's understood that the rented premises is limited to the boundaries of the business unit being rented. The frontage of the rented premises is reserved And shall not be used otherwise.
- (b) Tenant to strive and live in harmony with other tenants and neighbors around.
- (c) Tenant is responsible for the security of the rented premise. However, where need be, he should be ready to join with other tenant to engage joint security arrangements
- (d) It's important to harmonize and ensure compatibility of all business taking place within the Plot. For this reason tenant wishing to change type of business shall do so with the full consent of the Landlord.
- (e) In the event of the Tenant wishing to terminate the agreement he/she will give 2 months notice and if he/she has already paid rental for the remaining period of tenancy he/she shall not be refunded.
- (f) In the event of the landlord wishing to terminate the agreement he/she shall give 3 months notice and if there is rent which he would have been paid following the notice he/she be liable to refund to the tenant.

- (g) Payment of rent for the new agreement shall be paid one month before the current agreement expires.
- (h) Failure to comply clause 4[g] above, up to the expiration of this agreement, the landlord shall have the right to assume that the premise is vacant of which he can rent the premise another customer.
- (i) The tenant is responsible of ensuring cleanliness of the unit rented and its surroundings.
- (j) For smooth implementation of this Lease Agreement, in most cases, the Land Lord will be represented by Mr..... Therefore, he should be given the necessary cooperation.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day in the year and in the manner hereinafter appearing;-

SIGNED AND DELIVERED

By the said, **Thomas L. Mosso**

At Arusha, this day of.....,
LESSOR

WITNESSED BY;

Name SAMUEL MUSA
 Signature; [Signature] Address; 1115 ARUSHA

SIGNED AND DELIVERED

By the said EDSON E. TARUNO (friend of the Lessor)
 At Arusha this 9 day of 1, 2025
LESSEE

WITNESSED BY

Name Edson E. Taruno
 Signature; [Signature] Address; 1150 ARUSHA

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AND

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- (d) This Lease Agreement is subject to an option for renewal at the end of the rental period on the terms and conditions mutually agreed by and between parties.
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- (d) Not to assign, sublet or part with the possession of the said premises or any part thereof without the written consent of the Lessor. .
- (e) Not to make any structural alternations in the said premises without first obtaining the written consent;
- (f) On the expiration or sooner determination of the term hereby granted to deliver up the said premises to the Lessor with all locks keys and in such of good order preservation as shall be in strict compliance with the covenants in behalf of the lessee herein contained.

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SIGNED AND DELIVERED

By the said, **Thomas L. Mosso**

At Arusha, this day of....., **LESSOR**

WITNESSED BY;

Name Samuel MUYA

Signature; [Signature]

Address; 1115 Arusha

SIGNED AND DELIVERED

By the said **..FRIENDSHIP..AFRIKAN ADVENTURE**

At Arusha this day of, **LESSEE**

WITNESSED BY

Name Miriam MOLLER

Signature; [Signature]

Address; 7292 ARUSHA