

**THE LAND REGISTRATION ACT
(CAP. 334)**

LEASE AGREEMENT

BETWEEN

**ELLADIUS KORNELIO TESHA
AND**

FLAMINGO SUPERMARKET LIMITED

**IN RESPECT OF THE LEASED LAND BEING HELD UNDER CERTIFICATE
OF TITLE DSM1022646, LOCATED ON PLOT P21965, GOBA AREA,
UBUNGO MUNICIPALITY DAR ES SALAAM.**

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**THE LAND REGISTRATION ACT
(CAP. 334)**

LEASE AGREEMENT

THIS LEASE is made the 20TH day of October 2025

BETWEEN:

ELLADIUS KORNELIO TESHA an individual person, whose registered address is at House No 376 Plot No P21960 Goba area, Ubungo, P.O. Box 33150, Dar es Salaam Tanzania (hereinafter referred to as "the Lessor" which expression shall, where the context so requires, include the personal representatives, legal heirs and permitted assigns) of the one part;

And

FLAMINGO SUPERMARKET LIMITED, a limited liability company duly incorporated and existing under laws of Tanzania and having its registered office situate at Plot No 302, Magereza Road, Kibaha of P.O. Box 61445, Dar es Salaam (hereinafter referred to as "the Lessee") which expression shall, where the context so requires, include the Lessee's corporate representatives, successor in title and permitted assignees) of the second part;

WHEREAS:

- A. The Lessor is the registered owner of the Land; located at Plot No P21965 Block- Goba Ubungo Municipality, comprised under a Certificate of Title Number DSM1022646, with total area 1,296.92 (One thousand two hundred and ninety-six point nine two square only) square meters situated at Goba area in Ubungo Dar es salaam. (a copy of certificate of Title attached herewith marked Annexure "A" and form part of this agreement)
- B. The Lessor is desirous of leasing the of land, ascribed herein with total area of 1,296.92 (One thousand two hundred and ninety-six point nine two square only) to the Lessee, and the Lessee is desirous of developing by erecting thereon a commercial premises that deem appropriate to business;
- C. The Lessor has agreed and the Lessee will at its own expense on the Demises Premises shall construct commercial building on the Demises Premises in accordance with the Plan submitted and agreed by the Lessor;

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- D. The Lessor and the Lessee have agreed to work together, to obtain all consents and/or permits (if any) from the relevant authorities as it may be necessary in order to permit the develop commercial/business premises on the Demises Premises;
- E. The Lessor acknowledges that the Demised Property is presently encumbered by a mortgage registered in favour of a financial institution namely Enterprises Financial limited ('the EFL'); The Lessor has agreed and undertaken that, upon the execution of this Lease Agreement, the said mortgage shall be fully discharged and a release of mortgage duly registered within one (1) week from the date of signing this Agreement, thereby ensuring that the Demised Property is free from any encumbrance;
- F. the Lessee has agreed to enter into this Lease Agreement on the understanding and assurance that the Lessor shall complete the said discharge of the mortgage within the stipulated period;
- G. The Lessor has agreed three months (3) as grace period to the Lessee from date of obtained building permits from relevant authorities up three months. In a grace period allows the Lessee to enter possession on the Demises Premises to for the necessary set up, preparations, mobilization and construct a commercial/ business premises; and
- H. The Lessee shall occupy the land for the Contractual Term on the terms and conditions herein contained.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

"Agreement" Means this Lease Agreement between the Lessor and the Lessee of the above mentioned property;

"The Building" means the building or buildings to be constructed on the Demises Premises {in the course of the Works and includes every other building at any time constructed on the Demises Premises.} during the period of the lease.

"Completion Date" means the period from the date of obtained Building permit from relevant government

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authorities up to three months on date which the Works will be completed.

"The Conduits" means the pipes, sewers, drains, mains, ducts, conduits, gutter watercourses, wires, cables laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media including any fixings, louvers, cowls and any other ancillary apparatus that are in on over or under the Demised Premises.

"The Contractual Term" means 20 (twenty) years commencing on the 20th day of October 2025.

"Demised Premises" means that a piece or parcels of land, within the land known as Plot No P21965 Block- Gaba area, Ubungo Municipality, Dar es salaam. comprised and registered under a Certificate of Title Number DSM1022646 Dar es Salaam, with total area 1,296.92 (One thousand two hundred and ninety-six point nine two) square meters only (a copy of certificate of Title attached herewith marked Annexure "A" and form part of this agreement)

"Insured Risks" means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles, by aircraft and articles dropped from aircraft - other than war risks - flood damage and bursting and overflowing of water pipes and tanks and any other risks, whether or not in the nature of the foregoing, that the Lessee acting reasonably from time to time decides to insure against.

"Land" means that a land known as Plot No P21965 Block- Goba Area Ubungo Municipal, measuring 1,296.92 (One thousand two hundred and ninety-six point nine two) square

meters only, and registered under Certificate of Title No. DSM1022646, Dar es Salaam.

- "Planning Acts" include URBAN PLANNING ACT (Cap.355), The Local Government Finances Act, 1983 and the rules and regulations made there under.
- "The Plan" means the plan annexed to this Lease as amended from time to time.
- "Rent" means as provided in clause 2 hereunder.
- "Surveyor" means a person, group of persons or firm or any other firm of surveyors that the Lessee from time to time appoints and notifies to the Lessor as having been so appointed.
- "Works" means the works described in Clause 4.3 to be carried out on the land in accordance with the terms of this Lease.
- "Unexhausted Improvements" means the office and shop premises and the warehouse that will be constructed by the Lessee over the Demised premises.

1.1. In this agreement the recitals/preambles, and annexes to this agreement and deemed to be incorporated in and form part of this agreement.

2. DEMISED

IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained the Lessor hereby irrevocably demises unto the Lessees the Demised Premises from the 20th day of October, 2025 for the Contractual Term subject to terms and conditions herein contained, yielding and paying therefore during the term hereby reserved and payable in the following manners:-

2.1 That, the rent for first(1st) five (5) years (that is to say from 20th day of October 2025 up to 19th day of October 2030) shall be Tshs 3,125,000 (Tanzania Shilling Three Million One Hundred Twenty Five Thousand only) per month and shall be payable in

advance annually. The rent for first year will be payable in two installments as follows: -

a) Rent Payment for the First Year

Notwithstanding the general provision on annual rent payment, the Parties hereby agree that for the first year of the Lease Term, the Lessee shall pay six (6) months' rent that is to say Tshs 18,750,000 (Tanzania Shillings Eighteen Million Seven Hundred Fifty Thousand only) upon execution of this Agreement. The Parties acknowledge that the said payment is intended to enable the Lessor to settle the outstanding loan and cause the discharge of the existing mortgage registered over the property and the release of the notice of deposit lodged at the Office of the Registrar of Titles.

b) Upon completion of the discharge and release, and upon the Lessor providing the Lessee with **documentary proof** thereof issued by the relevant land authority, the Lessee shall promptly pay the **balance of six (6) months' rent** that is to say Tshs 18,750,000 (Tanzania Shillings Eighteen Million Seven Hundred Fifty Thousand only) for the first year. Failure by the Lessor to effect the said discharge and release within the agreed period shall entitle the Lessee to withhold the balance of rent until such proof is duly provided.

2.2 That, the rent for the second (2nd) period for Five (5) years of the lease term (that is, from the 20th day of October 2030 up to the 19th day of October 2035) shall be Tshs 4,375,000 (Tanzania Shillings Four Million Three Hundred Seventy Five Thousand only) per month, payable annually in advance;

2.3 That, the rent for the third (3rd) period for five (5) years of the lease term (that is, from the 20th day of October 2035 up to the 19th day of October 2040) shall be Tshs 6,250,000 (Tanzania Shillings Six Million Two Hundred Fifty Thousand only) per month, payable annually in advance;

2.4 That, the rent for the fourth (4th) period for five (5) years of the lease term (that is, from the 20th day of October 2040 up to the 19th day of October 2045) shall be Tshs 7,500,000 (Tanzania Shillings Seven Million Five Hundred Thousand only) per month, payable annually in advance;

2.5 The parties agree the lessee shall deduct and pay Withhold Tax from annual rent payment; due at rate provided by law ("the Withhold Tax") shall be paid by Lessee to Tanzania Revenue Authority (TRA) within Thirty (30) days from the payment of annual rent. The Lessee will provide to lessor with proof of payment, handing over original receipt of withhold tax payment to the Lessor as soon as reasonably possible after receipt thereof.

a) For the purpose of payment annual rent the lessee shall pay all rent to the Lessor in the Lessor's nominated Bank Account with following details:-

- Beneficiary Name: ELLADIUS TESHA
- Bank Name: CRDB BANK PLC
- Branch Name: NYERERE BRANCH
- Account Number: 01J1007525000
- Currency: Tanzania Shillings

3 CONDITIONS PRECEDENT TO FORMAL LEASE AGREEMENT

The upon execution of this Lease Agreement shall be conditional that the lessor shall

a) Mortgage Clearance upon Execution this lease. The Lessor hereby warrants and undertakes that the land subject to this Agreement ("the Demised Premises") is currently encumbered by a mortgage registered in favour of a financial institution namely Enterprises Financial Limited. The Lessor shall, upon receive six months' rent from the Lessee as stated in clause 2.1(a), shall ensure to settle the outstanding loan that such mortgage and any related encumbrances are fully discharged, released, and removed from the title of the Demised Premises within one (1) week upon execution of this Agreement.

b) Amendment of Land Use Plan and obtain the building permit. It shall be a condition precedent to the performance of this Agreement that, upon execution hereof, the Lessor shall initiate the process of changing the land use plan of the Demised Property from residential use to commercial use and obtain the building permit with the relevant land authorities. All costs, fees, charges, and expenses incurred in connection with the said change of land use plan and obtain building permit shall be borne and paid by the Lessee, while the Lessor shall provide full

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cooperation and execute all necessary documents and applications required to effect such change.

4. **The Lessee's Covenants**

Lessee covenants with the Lessor to observe and perform the requirements of this clause 3.

4.1 **Rent**

To pay the said Rent on the day and in manner provided under clause 2.1, 2.2, 2.3 and 2.4 of this agreement.

4.2 **Approvals and Consents**

To use all reasonable endeavors in collaboration with Lessor to obtain any necessary approvals and consents and conform to the provisions of any statute or order applicable thereto and to the bylaws and regulations of the local authority having authority in that behalf in the district/municipal where the Demises Premises is situate and to the conditions whereon planning approval has been obtained in respect of such works and to pay and keep the Lessor indemnified against all claims for fees charges fines penalty and other payments whatsoever which may become payable to or be demanded by the said authority in relation thereto.

4.3 **The Works**

Immediate after signing this agreement and upon lessor discharge mortgage and obtain building permit the Lessee will proceed to construct the commercial building on the Demises Premises (as it may be appropriate to him) with supermarket, sewers and drains and boundary walls and fences in accordance with the plans elevations sections and specifications which have been approved by the Lessor and the appropriate authority and in accordance with the conditions of the planning consent obtained therefore and to complete the same fit for immediate occupation.

4.4 **Outgoings**

Save for the land rent and other taxes that are statutorily payable by the Lessor, the Lessee shall pay all taxes, whether central or levied by any local authority in respect of the business Premises.

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4.5 Cost of services consumed

The Lessee must pay to the suppliers, and indemnify the Lessor against; all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Demises Premises and must comply with the lawful requirements and regulations of the respective suppliers.

4.6 Repair and cleaning

4.6.1. Repair of the business Premises

After the Completion Date the Lessee to keep business premises in good condition, as any reasonable Lessee in the circumstances would do.

4.6.2 Cleaning and tidying

The Lessee must keep the Demises Premises clean and tidy and clear of all rubbish.

4.6.3 Shared facilities

Where the use of any of the Conduits or any boundary structures or other things is common to the Demised Premises and other property, the Lessee must be responsible for, and indemnify the Lessor against, all sums due from the owner, Lessee or occupier of the Demised Premises in relation to those Conduits, boundary structures or other things, and must undertake all work in relation to them that is their responsibility.

4.7 Statutory obligations

4.7.1 General provision

The Lessee must comply in all respects with the requirements of any statutes applicable to the Premises or the trade or business for the time being carried on there, and any other obligations so applicable imposed by law or by any bylaws.

4.7.2 Particular obligations

4.7.2.1 Works required by statute, department or authority

The Lessee must execute all works and provide and maintain all arrangements on or in respect

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of the Demises Premises or the use to which they are being put that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the owner, the occupier, or any other persons.

4.7.2.2 *Acts causing losses*

The Lessee must not do in or near the Demises Premises anything by reason of which the Lessor may incur any losses under any statute.

4.8 *Entry*

4.8.1 After the Completion Date the Lessee to permit the Lessor on 14 days' notice to the Lessee and the occupants during normal business hours except in emergency to enter the business Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed.

4.9 *Alienation*

The Lessee may part with possession of the Demises Premises or permit another to occupy them pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease. Provided that the lessee shall not alienate the rights and obligations under this lease agreement to a third party without the consent of the lessor, which shall not be unreasonably withheld.

4.10 *Nuisance*

4.10.1 The Lessee must not do anything, or allow anything to remain, on the Demises Premises that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to the owners or occupiers of adjacent or neighboring premises.

4.10.2 *Immoral purposes*

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The Lessee must not use the business Premises for any dangerous, noxious, or offensive or any illegal or immoral act or purpose.

4.11 *Planning and development*

4.11.1 *Compliance with the Planning Acts*

The Lessee must observe and comply with the provisions and requirements of the Planning Acts affecting the Demised Premises and their use, and must indemnify the Lessor, and keep him indemnified, both during and following the end of the Contractual Term, against all losses arising from any claim, demand, action or proceedings in respect of any contravention of the Planning Acts.

4.11.2 *Notice for applications*

The Lessee and the lessor shall make application for building planning permission from relevant authorities upon discharge the mortgage.

4.11.3 *Permissions and notices*

The Lessee in collaboration with Lessor must obtain any planning permissions and serve any notices that may be required by any statute or Acts to the relevant authority to carry out any development on or at the Demises Premises after the Completion Date. Where by the Lessor shall apply and obtain permit from Tanzania National Roads Agency (TANROADS) to build culvert alongside Road for customers' entrance and exist

4.11.4 *Charges and levies*

Subject only to any statutory direction to the contrary, the Lessee must pay and satisfy any charge or levy that may be imposed under the Planning Acts in respect of the carrying out or maintenance of any development on or at the business Premises after the Completion Date.

4.11.5 *Conditions for development*

The Lessee must not at any time after the Completion Date carry out any development on or at the business Premises, or any change of use, until all necessary

notices under the Planning Acts have been served and the Lessor notified, and all necessary permissions under the Planning Acts have been obtained.

4.11.4 *Amendment of land use plan*

The Lessor further undertakes to take all necessary steps and make all requisite applications to the relevant authorities for the amendment of the land use plan of the demised premises from its existing designation to a commercial land use designation. The Lessee shall provide all reasonable cooperation in this regard, provided that the costs and expenses of obtaining such approvals and amendments shall be borne by the Lessee.

4.12 *Plans, documents and information*

4.12.1 *Evidence of compliance with this Lease*

If so requested, the Lessee must produce to the Lessor or the Surveyor any plans documents and other evidence the Lessor reasonably requires to satisfy himself that the provisions of this Lease have been complied with.

4.13 *Indemnities*

The Lessee must keep the Lessor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Lessee, or any persons at the Demised Premises expressly or impliedly with the Lessee's authority and under his control or any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

4.14 *Yielding up*

Save for all building structures which shall not be removed by the Lessee, at expiration of the Contractual Term the Lessee shall hand over to the Lessor the unexhausted improvements made on the Demises Premises.

4.15 *Statutory notices*

The Lessee must give to the Lessor within 14 days of receipt full particulars of any notice, direction, order or proposal relating to the land, made, given or issued to the Lessee by

any government department or local, public, regulatory or other authority or court, and if so requested by the Lessor must produce it to the Lessor. The Lessee must without delay take all necessary steps to comply with the notice, direction or order. At the request of the Lessor, but at his own cost, the Lessee must make or join with the Lessor in making any objection or representation the Lessor deems expedient against or in respect of any notice direction order or proposal based.

4.16 *Exercise of the Lessor's rights*

The Lessee must permit the Lessor to exercise any of the rights granted to him by virtue of the provisions of this Lease and any statute or Act at all times during the Contractual Term without interruption or interference on giving adequate prior notice.

4.17 *The Permitted Use*

The Lessee must not at any time on or after the Completion Date use the Demised Premises other than for the Permitted Use. The Lessee and/or its associate companies shall be entitled to occupy/use the business Premises.

4.18 The Lessee shall not assign this Lease Agreement or part with the possession of the business Premises or any part thereof without the Lessor's prior written consent, which the Lessor shall not unreasonably withhold. The lessee shall sublease the supermarket, store, offices and accommodation houses in purpose of support the business without consent from the lessor

4.19 *Costs of grant of this lease*

The Lessee agrees that it shall meet costs and expenses including the legal fees incurred in relation to the grant of this lease.

5. *The Lessor Covenants and Warrants*

Lessor covenants with the Lessee to observe and perform the requirements of this clause 5

5.1 Lease

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The Lessor irrevocably demises unto lease the Demised Premises for a term of twenty (20) years under terms and conditions contained herein.

5.2 Permits and approvals

The Lessor shall use all reasonable endeavors apply and obtain permit from Tanzania National Roads Agency (TANROADS) to build culvert alongside Road for customers' entrance and exit; and the Lessor undertakes to apply, obtain and install, at its lessee's cost, a separate electricity meter and water meter in respect of demises premises to the Lessee within two months after taking occupation of the premises. Prior to install separate electricity Meter and water meter the Lessor shall connect and allow lessee to use common electricity meter and water meter installed; and obtain any necessary approvals and consents and conform to the provisions of any statute or order applicable thereto and to the bylaws and regulations of the local authority having authority in that behalf in the district/municipal where the business Premises is situate and to the conditions whereon planning approval has been obtained in respect of such works and to keep the Lessee indemnified against all claims for fees charges fines penalty and other payments whatsoever which may become payable to or be demanded by the said authority in relation thereto.

5.3 Rent

The Lessor shall not review the rent, that to say the rent shall be the same as it is throughout of the tenancy period as provided under clause 2.1, 2.2, 2.3 and 2.4 of this lease agreement; Any other demand or attempt to vary or increase the Rent shall be null and void.

5.4 Quiet Enjoyment

The Lessor covenants with the Lessee to permit the Lessee peaceably and quietly to hold and enjoy the Demised Premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor or by title paramount.

5.5 Warrants

The Lessor warrants that: -

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- 5.5.1 **Mortgage Clearance upon Execution this agreement.** The Lessor hereby warrants and undertakes that the land subject to this Agreement ("the Demised Premises") is currently encumbered by a mortgage registered in favour of a financial institution namely Enterprises Financial Limited. The Lessor shall, upon receive six months' rent from the Lessee as stated in clause 2.1(a), shall ensure to settle the outstanding loan that such mortgage and any related encumbrances are fully discharged, released, and removed from the title of the Demised Premises within one (1) week upon execution of this Agreement.
- 5.5.2 The Lessor shall provide the Lessee with satisfactory documentary evidence of such discharge, including but not limited to a duly executed Discharge of Mortgage and updated Certificate of Title free from any encumbrance, before the signing of this Agreement
- 5.5.3 **The Condition Precedent** It is hereby agreed that the execution of this Agreement by the Lessee shall be conditional upon the Lessor's full compliance with this clause. Failure by the Lessor to clear the said mortgage and provide evidence of discharge shall entitle the Lessee to postpone execution or withdraw from the transaction without any liability. Upon Lessee withdraw or terminates this agreement the Lessor shall be liable to refund the advanced rent payment received from Lessee;
- 5.5.4 all restrictions, conditions and covenants (including any imposed by or pursuant to any lease affecting the Demised Premises have been observed and performed and no notice of any breach of any of the same have been received or is to the Lessor's knowledge likely to be received;
- 5.5.5 all information given by or on behalf of the Lessor to the Lessee in the course of negotiations leading to this Lease was when given and remains true complete and accurate in all respects and the

Lessor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;

5.5.6 the execution or completion of this Lease or performance of its terms will not result in any breach of any agreement to which the Lessor is a party or of any Court order;

5.5.7 The Lessor, as to his best knowledge, is not aware of any encroachment by the Demised Premises onto any neighboring property;

5.5.8 The Lessor is not aware of any intended expropriation of the Demised Premises or any portion of it.

6. Handing over of the Demised Premises

The Lessor shall hand over vacant possession of the Demised Premises to the Lessee within seven (7) days from the date of discharge the mortgage; and the Lessor shall ensure that all persons occupying the Demised Premises shall have vacated the premises.

7. Insurance

7.1 *Covenant to insure*

The Lessee covenants with the Lessor to insure the Demised Premises with such reputable Insurance Company or companies as any reasonable Lessee in the circumstances would do, from time to time during the Contractual term.

7.2 *Details of the insurance*

7.2.1 *Risks insured*

Insurance must be affected at all time of the Contractual term after completion, against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Demised Premises with a substantial and reputable insurer, subject to such excesses, exclusions or limitations as the insurer may require.

7.3 *Payment of the Insurance*

The Lessee must pay the Insurance premiums on the Completion Date for the period starting on the Completion

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Date and ending on the day before the next policy renewal date. Thereafter the Lessee must pay the Insurance premiums on demand and, if so demanded, in advance of the policy renewal date but not more than *1 month* in advance.

7.4 Lessee' further insurance covenants

7.4.1.1 Requirements of insurers

The Lessee must comply with all the requirements and recommendations of the insurers.

7.4.1.2 Policy avoidance and additional premiums

The Lessee must not do or omit anything that could cause any insurance policy on or in relation to the Demised Premises to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.

7.4.1.3 Fire-fighting equipment

The Lessee must keep the Demised Premises supplied with such firefighting equipment as the insurers and the fire authority require and must maintain the equipment to their reasonable satisfaction of the insurers and the fire authority and in efficient working order.

8.0 Termination by Lessee and Lessor

8.1 The Lessee may terminate this Lease at any time upon giving written notice to the Lessor at least three calendar months' business days in advance of the termination date. Such termination of this Lease will be without prejudice to any right of action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein. If the Lessee terminates this Lease in accordance with this Clause, the Lessee shall not be liable for any charges additional to those incurred to the date the Lease is terminated and the Lessor shall not refund to the Lessee any advance rental payment made to the date of termination. In event the lessor terminates the lease; the lessor shall be liable to compensate the Lessee total costs incurred for developments, all unexhausted improvements made on the Demises Premises and to be calculated on current market value of the date of termination.

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8.2 Termination Due to Failure to discharge the mortgage, Obtain Building Permit, Change of Land Use; In the event the Lessor fails discharge mortgage, to obtain the necessary building permit and/or to effect the change of land use of the Demised Property from residential to commercial land use within the prescribed period stipulated in this Agreement, the Lessee shall have the right to terminate this Lease Agreement by giving written notice to the Lessor. Upon such termination, the Lessor shall be obliged to refund to the Lessee all rent and any other payments made in advance under this Agreement within thirty (30) days from the date of receipt of the Lessee's termination notice. Such refund shall constitute a full and final settlement between the Parties, and neither Party shall have any further claim against the other arising from or in connection with this Lease Agreement.

9.0 Arbitration

If any difference shall arise between the parties or their respective representatives touching their respective rights or liabilities under this Lease the matter in dispute shall be determined by a single arbitrator in accordance with the Arbitration Ordinance, Cap.15 or any statutory modification or re-enactment thereof for the time being in force.

10.0 Miscellaneous

10.1 Notices

A notice under this Lease must be in writing and, unless the receiving party or his authorized agent acknowledges receipt, is valid if, and only if:

10.1.1 it is given by hand, sent by registered post or recorded delivery, or sent by fax provided a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day;

10.1.2 it is served at the registered office;

10.1.3 where the receiving party is the Lessee(s), at the Demised Premises; and

10.1.4 where the receiving party is the Lessor, at the address shown in this Lease or at any address specified in a notice given by the Lessor to the Lessee.

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10.2 **Amendments**

The provisions of this Lease may be amended from time to time by the parties and such modifications as the Lessor and Lessee may agree shall be in writing and supplemental to this lease.

11.0 **Law and Jurisdiction**

11.1 This Lease shall be governed by and interpreted in accordance with Tanzanian law.

11.2 The Lessee hereby irrevocably submits to the non-exclusive jurisdiction of the Commercial Division of the High Court of Tanzania.

IN WITNESS whereof the parties hereto have executed this Lease on the day and year first before written.

SIGNED and DELIVERED at Dar es salaam by the Said **ELLADIUS KORNELIO TESHA** who is known to me personally/identified to me by MATRONA E. TESHA the latter being known to me personally in my presence this 20th day of October 2025.

[Handwritten signature]

Before

Full Name: JAPHET TENGA
Signature: *[Handwritten signature]*
Address: P.O. Box 79511, DAR ES SALAAM
Designation: ADVOCATE



SEALED WITH THE COMMON SEAL AND DELIVERED at Dar es Salaam by the said **FLAMINGO SUPERMARKET LIMITED** in our presence this 20th day of October 2025

Full Name: FENG SHIHU
Signature: *[Handwritten signature]*
Address: P.O. Box 61445 DAR ES SALAAM
Designation: DIRECTOR



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Witnesses:

Full Name: 2) WENXIANG

Signature: 李文祥

Address: P.O. BOX 61665 DOR BS. SALAM.

Designation: SECRETARY.

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