

COMMERCIAL LEASE AGREEMENT

Dates this 1st Day of July, 2024

Between

SALIMA MWENDAPOLE

Of

PLOT NO. 106 T.I.O.T

P. O. BOX 61506,

DAR ES SALAAM

and

Wan Hao Company Limited

Of

TIN 177-243-183,

Mandela Road,

Dar Es Salaam Region.

COMMERCIAL LEASE AGREEMENT FOR
T.I.O.T Street, Mandela Road, Dar Es Salaam- Region

COMMERCIAL LEASE AGREEMENT

DATE : 1st July, 2024

PARTIES : 1. The Landlord Salma Issa Mwendapole.
P. O. Box 61506,
(as the appointed owner of the
Property)

2. The Tenant Wan Hao Company
Limited

PROPERTY The Property leased is being situated on a portion of ALL THAT
piece of land known at T.I.O.T Street, Mandela Road, Dar Es
Salaam Region

TERM 6 months From: 1st July, 2024
To : 31st January, 2034

RENT Gross Rent payable Tanzanian Shillings 7,750,000/= (Seven
million seven hundred fifty thousand) per month inclusive of the
service charge and inclusive of value added tax (VAT) of 18%.

- A. It is hereby agreed that the Landlord lets and the Tenant takes the Property for the term and at the rent as stated above.
- B. The landlord describes that he has good title to the property constituting the demised premises and has the right and full power to demise unto the Lessee the premises in the manner aforesaid.

LETTING PROVISIONS

- 1 Where the context admits,
- 1.1 the "Landlord" includes the persons for the time being entitled in reservation expectant on the tenancy.
- 1.2 the "Tenant" includes the persons deriving title under the Tenant.
- 1.3 References to the Property includes references to any part or parts of the Property.
2. The Tenant will:

2.1 Pay the rent at the times and in the manner specified.

Pay for all electricity, water and conservancy which shall be consumed on or supplied to the Property during the tenancy and pay all charges made for the use of the telephone (if any) on the Property during the tenancy and, on termination of the tenancy, will give copies of final paid up bills for all services to the Landlord or the Landlord's Agents provided always the Landlord shall ensure all services are duly connected at the commencement of the Term and shall ensure all utility accounts are duly cleared at the commencement date.

2.2 Use the Property in a tenant-like manner for a commercial space only and not carry on or permit to be carried on the Property any residence of any kind whatsoever.

2.3 Not damage or injure the Property or make any alteration in or addition to it (including boundary walls and fences) without the prior written consent of the Landlord such consent not to be unreasonably withheld, provided the property is returned in its original condition at the end of the tenancy.

2.4 Keep the interior of the buildings on the Property including all fittings and fixtures in reasonable repair and condition, fair wear and tear excepted, and will yield up the same in like repair and condition at the expiration of the said term.

2.5 Excise care with the air conditioners and fans fitted on the property and have them service accordingly.

2.6 Permit the Landlord or the Landlord's Agents at any arranged time to enter the Property to view the state and condition thereof upon reasonable advanced notice.

2.7 Execute all repairs for which the Tenant is liable in accordance with any notice reasonably given by the Landlord after inspection of the Property as aforesaid.

2.8 Permit the Landlord or the Landlord's Agents during the last One (1) months of the tenancy to exhibit, in any other reasonably suitable place, a notice advertising the Property as being let and, during this period, will allow all persons holding an order to view the Property upon reasonable advanced notice.

2.9 On termination of the tenancy, share 50% cost of painting all those parts of the interior of the buildings on the Property as are usually painted in a proper and workmanlike manner to the reasonable satisfaction of the Landlord or the Landlord's Agents.

- 2.10 Make periodic inspections of the Property and report to the Landlord any apparent defects in the structure of the buildings on the Property.
- 2.11 Not assign, underlet, charge or part with possession of the Property (or any part thereof) without the prior written consent of the Landlord such consent not to be unreasonably withheld.
- 2.12 Not do or suffer to be done on the Property anything which may be or become a substantial nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.
- 2.13 Be responsible for all damages incurred as a result of negligence or wilful act of the Tenant, its servants, licences or trustees and will replace with articles of a similar quality all items which shall be lost, broken or damaged during the tenancy.
- 2.14 Yield up the Property at the end of the tenancy in reasonable and tenantable repair in accordance with the foregoing agreements.

3 The Landlord agrees with the Tenant as follows:

- 3.1 The Tenant paying the rent hereby reserved and performing and observing all agreements and conditions herein contained or implied and, on its part, to be performed and observed shall and may peacefully and quietly hold the Property during the tenancy hereby created without any interruptions from or by the landlord of any person on his behalf.
- 3.2 To carry out any repairs to the inside of the said buildings not caused by the default of the Tenant under this Agreement.
- 3.3 To pay the rates, government land rent and all other taxes and insurances and charges now or hereafter payable in respect of the property and if required provide to the Tenant copies of the receipted accounts.
- 3.4 Provide watchman security for the property.
- 3.5 While the Lease is in force not to sell, assign, transfer, lease or otherwise dispose the demise premises without the prior notification to the Lessee. In case of sale of the property,

the new lessor must first agree to allow the current Lessee to continue occupying the premises under the same terms and conditions of the rental agreement.

4 General Terms:

- 4.1 If the rent shall be in arrears for more than Thirty (30) days after the same have become due and payable, or if the Tenant shall fail to perform and observe any of the agreements herein contained or implied and has not complied with any notices in respect of such breach or nonpayment, it shall be lawful for the Landlord at any time thereafter to enter into the Property and to again repossess the same without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants herein contained or implied.
- 4.2 If any legally, constituted authority condemns the Property or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

5 Termination:

- 5.1 The Tenant and the Landlord shall be entitled to terminate this Agreement on giving the other party One (1) calendar month's written notice of its intention to do so and at the expiration of such period of notice this agreement shall cease and determine but without prejudice to any right of action accrued to either party during the currency of the agreement.
- 5.2 If the Tenant has substantially complied with the terms of this Agreement the Landlord may give the Tenant an option to extend the tenancy for further terms subject to the rent being revised. The tenant in writing not later than two (2) months prior to the end of the Term if the Tenant wishes to take up the option must give the notice.

6 Arbitration:

- 6.1 Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall resolve such dispute by amicable negotiation.

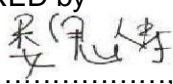
7. This Agreement contains the whole agreement and understanding between the Parties relating to the transaction provided for in this Agreement and supersedes all previous agreements (if any) whether written or oral between the Parties in respect of such matters.

The parties of this agreement agree the terms and conditions stated above and have signed the agreement accordingly.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year and in the manner herein-after appearing.

SIGNED and DELIVERED by
SALMA ISSA MWENDAPOLE

This **1st Juy, 2024**

SIGNED and DELIVERED by


On Wan Hao Company
Limited

This **1st Juy, 2024**



LANDLORD



TENANT