

LEASE AGREEMENT

Made

By and Between

OTONDE CONSTRUCTION & GENERAL SUPPLIES LTD

AND

EIH LIMITED

For Leasing on Plot No. 83 Block A Geita Urban, Geita Municipality

Drawn By:

Goldstone Law Chambers-Advocates,
4th Floor N.S.S.F Commercial Complex,
Plot No.254, Block T Kenyatta Road,
P.O. Box 36, **Mwanza.**

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**PART A
THE LEASE**

THIS LEASE AGREEMENT is made and entered into this 05 day of 03/2025

BETWEEN

OTONDE CONSTRUCTION & GENERAL SUPPLIES LTD, a private company incorporated with limited liability in the United Republic of Tanzania, having its registered office situated at Plot No. 254, Block T, Kenyatta Road, Mwanza, of P.O. Box 10467, Mwanza (hereinafter referred to as the "**LANDLORD**" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title), of the one part.

AND

EIH P.O. BOX 219 GEITA (hereinafter called the "**TENANT**" which expression shall where the context so admits, include assignees and successors), of the other part.

Hereinafter the **LANDLORD** and the **TENANT** are referred to as ("**Parties**").

RECITALS

- A. That the **LANDLORD** is the sole, absolute and lawful owner of all that landed property and improvements commonly known and legally described as **OTONDE PLAZA** on Plot No. 83 Block "A" Geita Urban in Geita Municipality, in Geita Region, (the Building).
- B. That because of some cogent reasons, the **LANDLORD** makes available for lease to the intending **TENANT** thereof, a portion of the Building designated as all that area in the Building on the 2nd Floor Wing A, measuring **37.047** square metres (hereinafter referred to as the "**Demised Premises**").
- C. That discussions and negotiations have taken place between the **LANDLORD** and the **TENANT** for the leasing of the Demised Premises and essential terms and conditions in this regard have been finalized, which the Parties are recording hereunder.
- D. That pursuant to such discussions and negotiations, the **LANDLORD** has agreed to lease to the **TENANT** and the **TENANT** has agreed to lease from the **LANDLORD**, the Demised Premises on the rental consideration stated hereinafter and upon the covenants, conditions and provisions herein set forth. Conclusive and comprehensive terms and conditions superseding all previous documents and understandings if any are now being recorded by this agreement (the "**Lease Agreement**").

NOW THEREFORE, in consideration of the mutual promises contained herein and, other good and valuable considerations exchanged of which is hereby acknowledge, the Parties hereto by virtue of this Lease Agreement agree as follows:

1.0 DEFINITIONS AND INTERPRETATION:

If any provision in a definition is a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition, effect shall be given to it as if it were a substantive provision within the body of the lease: In this Lease Agreement, unless the content shall otherwise require the following words and phrases shall have the following meanings:

- 1.1 **"Appurtenances"** means all the installations and appliances in the Demised Premises and includes, without prejudice to the generality of the term, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, windowpanes, window frames and air conditioning units;
- 1.2 **"Building"** shall mean the OTONDE PLAZA on Plot No. 83 Block "A" Geita Urban, in Geita Municipality in Geita Region, including any extensions or additions thereto from the time;
- 1.3 **"Common area"** shall mean those portions of the Building and property including parking bays and walkways other than those actually let or capable of being let to individual TENANT;
- 1.4 **"Day"** refers to a normal calendar day;
- 1.5 **"Demised Premises"** shall mean a portion of the Building designated as that area in the Building on the 2nd Floor, measuring **37.047** square metres;
- 1.6 **"Designated person"** shall mean the LANDLORD's servants, directors, agents, independent contractors and representatives;
- 1.7 **"Party"** means either, the LANDLORD or the TENANT, as the case may be, and "Parties" means both of them. Third Party means any Party other than LANDLORD or TENANT.
- 1.8 **"Force Majeure"** means unforeseeable circumstances that prevent someone from fulfilling a contract.

PART B

GENERAL CONDITIONS OF THE LEASE AGREEMENT

2.0 LEASE TERM, RENT, MODALITY OF PAYMENT OF RENT, SECURITY DEPOSIT AND OTHER MATTERS RELATING TO PAYMENT OF RENT

2.1 Lease Term:

The LANDLORD hereby leases the Demised Premises to the TENANT and the TENANT hereby leases the Demised Premises from the LANDLORD, for a period of one (3) year beginning on 2025 and ending on 2027 with an option to renew on mutual agreement by both Parties as to the duration and rent payable. The rent to be payable on renewal shall take into consideration the market conditions prevailing at that particular period.

2.2 Rent:

The lease payments will be as follows:

2.2.1 Monthly Rental: the TENANT shall pay to the LANDLORD a monthly rent of TZS 17,000 per square meter.

2.2.2 Value Added Tax:

The TENANT shall pay to the LANDLORD value added tax (as issued on the invoiced amount) at the prescribed rate from time to time on any amounts payable to the LANDLORD in terms of this Lease Agreement.

2.3 Service Charges:

The TENANT shall also pay a monthly service charge of TZS 3,000 per square meter inclusive of VAT and will be paid fully one year in advance. The rent amount stated covers all service listed under clause 2.10.2 in the lease Agreement except for electricity bills.

Rental Fee Calculation	TZS
Rent for 1 sqm area.....	17,000.00
Service Charge for 1 sqm area	3,000.00
Sub-Total VAT inclusive	20,000.00
ADD: VAT 18%	Inclusive
Total Monthly Rat per 1sqm	740,940.00
Total Rent for 12 Months	8,891,280.00

2.4 Stamp Duty:

The TENANT shall pay to the office of Tanzania Revenue Authority (TRA), Stamp Duty of the amount which shall have been assessed by the Stamp Duty Officer.

2.5 Withholding Tax:

The rental payments shall be subject to deductions on rental income as per the existing laws (currently 10% of rental proceeds).

2.6 Modality of Payment of Rent:

The monthly rentals as stipulated above shall be payable six (6) months in advance. Payments shall be effected into the LANDLORD's Bank Account described as follows:

Bank Name: CRDB BANK-NYANZA Branch

Account Name: Otonde Construction & General Supplies Ltd

Account No. 0150439255201

SWIFT CODE: CORUTZTZ

2.7 Use:

The Demised Premises shall be used by the TENANT for commercial purposes only and for no other purposes whatsoever particularly, for office services and operations. Any change of use shall not be permitted during the period of Lease Agreement without the consent of the LANDLORD.

2.8 RENT AND OPERATING COSTS INSTRUCTIONS:

2.8.1 Payment of rental and other charges shall be by means of a money transfer payment at the LANDLORD'S Prescribed Bank details.

2.8.2 The annual rent and attributable value added tax (and the deposit referred to herein) and the Building operating costs (Service charges) shall be payable six (6) month in advance. The Building costs cover the following:

2.8.2.1 Power supply to common areas;

2.8.2.2 Servicing and maintenance of lifts;

2.8.2.3 Servicing and maintenance of fire protection Systems for common areas;

2.8.2.5 Repair and maintenance service of Standby Generator

2.8.2.6 Repair and maintenance of the Building- this Includes; repair of electrical, plumbing etc.;

2.8.2.7 Security services (man guards);

2.8.2.8 Cleaning to common areas; and

2.8.2.9 Fumigation of the Building.

2.9 ELECTRICITY AND OTHER CHARGES PAYABLE BY THE TENANT

2.9.1 The TENANT shall be liable for and shall pay on demand for any charges together with the value added tax thereon arising out of its use of electric current, Fuel for the Standby Generator;

2.9.2 Should the TENANT fail to pay the charges and/or value added tax thereon for electricity supplied to the Demised Premises within seven (7) days of written demand, then, without prejudice to any other right it may have, the LANDLORD shall be entitled to suspend the supply of such services to the TENANT's Demised Premises and the TENANT shall have no other remedy other than to pay for the services.

2.10 PENALTY FOR LATE PAYMENT OF RENT:

If the TENANT fails to pay rent within 30 days on due date the LANDLORD may charge the TENANT and the TENANT shall pay on demand interest on overdue sum at a rate of 2% compounded per month.

2.11 APPROPRIATION OF PAYMENTS:

The LANDLORD shall be entitled in its sole and absolute discretion to appropriate any amounts received from the TENANT (whether the TENANT has allocated it or not) towards the payment of any cause or debt or amount owing by the TENANT to the LANDLORD arising out of this Lease Agreement. This includes rent, service charges, generator fuel charges and electricity charges.

PART C

OBLIGATIONS OF THE PARTIES

3.0 LANDLORD'S OBLIGATIONS UNDER THE LEASE AGREEMENT:

- 3.1 To pay and discharge all rates, taxes, assessments, Municipal fees, impositions or other charges other than those covered under the service charges that relate to the maintenance of the Building.
- 3.2 To keep the exterior of the Demised Premises in good and tenantable repair and condition and remedy any major or structural faults or construction affecting the convenient and proper use or occupation thereto provided such faults are not attributable to the TENANT or its agents.

- 3.3 To keep the main structure, roof, water connection, drainage system, plumbing system, sewer system, walls and all other exterior parts of the house and Building comprised in the Demised Premises in good repair provided the TENANT and or its agents do not cause damage, or alter the systems without prior written consent of the LANDLORD.
- 3.4 To insure and keep insured the Building excluding fixtures and all belongings of the Lessee against loss or damage by fire and such other risks as the LANDLORD may deem necessary.
- 3.5 To allow the TENANT peaceful enjoyment of the Demised Premises under the Lease Agreement without undue interruption from the LANDLORD and/or its Agents.

4.0 TENANT'S GENERAL OBLIGATIONS:

- 4.1 Before commencement of the Lease Agreement the TENANT shall give the LANDLORD written notice of any defects in the Demised Premises (including adjacent yards) with particulars of any appurtenances which are defective or missing (even if such notice is required for information purposes only and the LANDLORD is not required to remedy such defects) and in the absence of such notice (or after the remedying by the LANDLORD of any matter complained of in the notice) the TENANT shall be deemed to have accepted the Demised Premises and appurtenances as being complete and without defect and in good order and repair.
- 4.2 At all times during the currency of this Lease Agreement the TENANT shall care for the interior of the Demised Premises;- the electrical, drainage and sanitary works and the appurtenances therein, and at the termination of expiry of the Lease Agreement for whatever reason return and redeliver the same to the LANDLORD in good order and repair and it shall make good and repair at its own cost on demand any damage, breakages or, in the alternative, reimburse the LANDLORD for the cost of replacing, repairing or making good any broken, damaged or missing articles howsoever caused other than damage caused by the LANDLORD or its Agents.

If the appurtenances and/or electrical, drainage and sanitary works are or become defective (for any reason excluding by reason of fair wear and tear giving due regard to usage of the Demised Premises by the TENANT), the TENANT shall be obliged to replace them at the TENANT's expense. Without detracting from the generality of the above, the TENANT shall repair at its own costs and expense

any damage caused to the Demised Premises which may be occasioned by any cause, including forcible entry by the TENANT.

4.3 The TENANT shall:

- 4.3.1 Keep all sewerage pipes, water taps and drains within or serving the Demised Premises free from obstruction or blockage;
- 4.3.2 At all times keep the Demised Premises in clean, tidy and sanitary condition.
- 4.3.3 Not be entitled to paint, affix or attached to the Building any advertising signs, notices or other matter without the prior written consent of the LANDLORD (and any such signs, notices or other matter shall be removed by the TENANT prior to the end of its occupation of the Demised Premises and any damage caused thereby is made good by the TENANT) of which shall not be unreasonably withheld or delayed;
- 4.3.4 Not drive into the walls or partitions or doors of the Demised Premises any screws or nails in such manner as may be calculated to damage the Demised Premises without the prior written consent of the LANDLORD, of which shall not be unreasonably withheld or delayed;
- 4.3.5 Not to change or interfere with or overload the electrical installation in the Demised Premises without the prior written consent of the LANDLORD, of which shall not be unreasonably withheld or delayed;
- 4.3.6 Pay for replacements of all fluorescent tubes, starters, and incandescent bulbs used in the Demised Premises;
- 4.3.7 Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property or in the entrance hall, staircase of the Building or in the yard of any portion of the property;
- 4.3.8 To the extent that it fails to comply with a foregoing obligation and as a result the LANDLORD incurs any liability, indemnifies the LANDLORD against all claims damages or losses of any nature whatsoever which the LANDLORD may sustain as a result thereof.
- 4.3.9 Warrants that all goods on the Demised Premises will throughout the period of the Lease Agreement be beneficially owned by the TENANT and will not throughout the period of the Lease Agreement be subject to any special notarial bond.

4.3.10 Fire Hazards:

The TENANT shall not at any time bring or allow to be brought or kept on the Demised Premises, or permit to be done in the Demised Premises, any matter or thing or activity whereby the fire or any other insurance policy of the Building may be liable to become void or avoidable or whereby the premium for any such insurance may be increased. The TENANT shall be liable for any such increase.

4.3.11 Alterations and Additions:

- (a) The TENANT shall not make any alterations or additions to the Demised Premises without the LANDLORD's prior written consent of which shall not be unreasonably withheld or delayed.

If it shall be a condition of any competent authority in respect of the grant or renewal of any licences required by the TENANT to carry on the business for which the Demised Premises are hired. In the event, the Tenant intends to alter or renovate Demised Premises; the TENANT shall be obliged at its own expense to carry out such alterations or renovations.

Provided that the Landlord's prior written consent, which shall not be unreasonably withheld, is obtained and that the work is carried out by the contractor nominated by the TENANT in consultation with the LANDLORD and under the supervision of an architect nominated by the TENANT in consultation with the LANDLORD whose fees shall be paid by the TENANT.

- (b) If any alterations or improvements are made by the TENANT, the TENANT shall, before the expiry or termination of this Lease Agreement, (unless the LANDLORD otherwise agrees in writing in which case any alterations and/or improvements shall become the TENANT'S property, remove them and reinstate the Demised Premises to the condition in which they were before the improvement and/or alterations were affected.

PART D OTHER GENERAL CLAUSES

5.0 DOMICILIUM:

- 5.1 The Parties choose as the domicile for all purposes under this Lease, Agreement whether in respect of court processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the following addresses: -

5.1.1 THE LANDLORD

Head Office for purpose of this arrangement shall be in the City of Mwanza.

P.O. Box 10467, Mwanza-Tanzania

Email: otonde15@gmail.com

Mobile Phone: 0757991130

Contact Person shall be: Amos Fredrick Otonde.

5.1.2 THE TENANT

The Director General,

EIH LIMITED

P.O.BOX 217

GEITA -Tanzania.

5.2 Any notice or communication required or permitted to be given in terms of this Lease Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email and telefax.

6.0 EXCLUSION OF WARRANTIES:

The TENANT will be granted or provided with any licences, consents, authorities, services or permits in respect of the Demised Premises for the conduct of any business or any other type of use, or that such licences, consents, authorities, services or permits will be renewed from time to time. The TENANT shall be obliged to take all steps (including incurring costs if necessary) to obtain licences or renewal of such licences or permits from time to time.

7.0 LANDLORD'S COMPLIANCE WITH LAWS:

If the LANDLORD in order to comply with the laws, whether in force prior to or after the commencement of negotiations, is required to take any such steps as will result in the TENANT being deprived, either temporarily or permanently, of the beneficial use of any portion of the Demised Premises, the TENANT shall have no remedy against the LANDLORD but shall be entitled to a proportionate remission in basic minimum monthly rental payable in terms of clause 2.2.1, above, for the relevant period.

8.0 TENANT'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE:

The TENANT shall comply with all laws, by-laws and regulations relating to TENANTS or occupiers of business premises or effecting the conduct of any

business carried on in the Demised Premises, and shall not contravene any of the conditions of title under which the property is held by the LANDLORD or any of the provisions of the Town Planning Scheme applicable to the Building, nor do or cause or permit to be done in or about the Building anything which may be or cause a nuisance or disturbance to other occupiers of the Building, or occupiers of neighbouring premises.

9.0 SUB-LETTING AND TRANSFER OF OWNERSHIP:

9.1 The TENANT shall not sublet the Demised Premises or any portion thereof, nor cede nor assign nor pledge this Lease Agreement or any of its rights hereunder without the LANDLORD's prior written consent.

9.2 Notwithstanding anything to the contrary contained or implied in this Lease Agreement, the LANDLORD shall, on receipt of such an application, be entitled by written notice delivered to the TENANT, either to consent to the sub-lease, or refuse to consent to the sub-lease.

9.3 The TENANT shall further not give up occupation or possession of the Demised Premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the Demised Premises or any portion thereof for either a definite period or at all, without the LANDLORD'S prior written consent.

10.0 CHANGE OF BUILDING NAME:

The LANDLORD shall have the right to change the name of the Building at any time and from time to time, as it considers appropriate in its sole discretion provided that the TENANT shall be given three (3) months' notice in advance and the LANDLORD shall not be liable for any losses or damages suffered by the TENANT arising from or incidental to such change of name. The LANDLORD may grant naming rights to another party. Such naming rights shall however not be granted to an industry competitor of the TENANT.

12.0 REGULATIONS:

The TENANT agrees to comply with the security and fire protection regulations issued by competent Authorities and adopted by the LANDLORD from time to time and shall be liable for compliance therewith by its employees and invitees.

13.0 LANDLORD'S MAINTENANCE:

The LANDLORD may take all such steps as it may consider necessary in its sole and absolute discretion for the maintenance and operation of the common areas, Building and property as to render them tenable.

14.0 NON-RECEIPT:

Neither the LANDLORD nor the designated person shall be liable for the receipt or non-receipt or the delivery of goods, postal matter or correspondence, nor shall they be liable for anything which the TENANT, its servants, invitees, agents, directors, representatives or clients may have deposited or left in the Demised Premises or in any part of the Building or the property.

15.0 LANDLORD'S RIGHT OF ENTRY:

The LANDLORD and/or the designated person shall be entitled to enter the Demised Premises at all reasonable times after giving forty-eight (48) hours' notice for the purpose of inspecting the Demised Premises and for carrying out any repairs or any alterations or addition or modification or improvements on or to the Building, the Demised Premises or the property or other work in respect of the Demised Premises or the Building if the LANDLORD should desire to do so. The LANDLORD and/or the designated person will be entitled to erect scaffolding, hoardings and Building equipment in, at, near or in front of the Demised Premises as well as such other devices required by law or which the architects may certify is necessary to carry out the work in question. Adequate notice will be given depending on the nature of work. Emergency works will not require notice.

16.0 DAMAGE TO OR DESTRUCTION OF PREMISES:

16.1 The LANDLORD may but shall not be obligated to cancel this Lease Agreement if: -

16.1.1 There is damage to the Building such that the Demised Premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity; or

16.1.2 There is destruction or damage to the Building or parts thereof, whether or not the Demised Premises are involved and the LANDLORD determines to put an end to the tenancies in the Building in order to engage in reconstruction, renovation or rebuilding.

16.2 The cancellation under clause 16.1.1 shall be by written notice given by the LANDLORD within thirty (30) days of the taking place of the event referred to in clause 16.1.1 giving rise to the cancellation, provided that in the case of notice given in terms of this clause such notice shall be deemed to be effective as from the date on which the damage or destruction as the case may be took place, and in the case of notice shall be deemed to be effective on the expiration of a period of thirty (30) days of the giving of such notice for the TENANT to find alternative office accommodation. Any such cancellation shall be without prejudice to any rights or claims which the LANDLORD may have against the TENANT whether in terms hereof or otherwise or the TENANT against the LANDLORD.

16.3 If there is any dispute as to whether:

16.3.1 There is damage to the Demised Premises or the Building so as to affect the enjoyment of the Demised Premises, but not to such extent as to entitle the LANDLORD to cancel subject to clause 16.1.1; or

16.3.2 The LANDLORD does not exercise its right to cancel under clause 16.1.1 when entitled to do so then the TENANT shall be entitled to a remission of rent for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the Demised Premises, provided that such damage was not occasioned by any act of omission by the TENANT, its directors, agents, representatives, invitees, contractors or employees.

17.0 "TO LET" NOTICES:

The LANDLORD may affix to and exhibit near the Demised Premises "TO LET" notice or notices after the Tenant vacating demised premises.

18.0 RENEWAL OF LEASE:

The LANDLORD shall at the written request of the TENANT made in three (3) calendar months before the expiration of the term hereby created (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of TENANT herein contained at the expense of the TENANT grant to it a lease of the Demised Premises for a further term of up to ten (10) years from the expiration of the term hereby

created containing the like covenants and provisions as are herein contained and at a rent fixed at the time.

19.0 REIMBURSEMENT:

Should either party fail to fulfil any obligation or to perform any act which it was obliged to fulfil or perform in terms of any clause of this Lease Agreement, the other party shall be entitled but not obliged to fulfil such obligation or to perform such act for and on behalf of the failed party and the failed party shall be liable for all or any costs incurred by the other party thereby or as a consequence of such fulfilment or performance. In any case a prior written consent (which shall not be unreasonably withheld) of the failed party shall be obtained prior to the fulfilling of such obligation by the other party.

20.0 TERMINATION CLAUSE:

20.1 Either the LANDLORD or The TENANT can terminate the Lease Agreement by giving the other party three (3) months' notice in writing.

20.2 If the TENANT shall desire to terminate the term hereby granted the TENANT shall give to the LANDLORD notice of such desire and shall up to the time of such termination pay the rent and reasonably observe and perform the covenant on its part hereinbefore reserved and contained. Such notice can only be issued after twelve (12) calendar months from the date of commencement of Lease Agreement. Then immediately on the expiration of such notice the present Demised Premises and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

21.0 SALE OF PROPERTY:

The TENANT agrees that the LANDLORD shall be entitled to dispose the property during this lease and give a 90 (ninety) days' notice to the TENANT. The sale by the LANDLORD of the property during this lease shall not affect the terms of the Lease Agreement in any way.

22.0 DISPUTE SETTLEMENTS:

22.1 In the event of any dispute or difference arising out of or relating to breach of this Lease Agreement, the Parties shall use their best endeavour to settle it amicably; by consulting and negotiating with each other in good faith and

understanding of their mutual interests to reach a fair and equitable solution satisfactory to both Parties.

- 22.2 If the Parties fails to amicably resolve their dispute, controversy, claim or difference through such mutual consultation and/or discussion as referred to in clause 23.1 hereinabove, shall refer the matter to any Court of competent jurisdiction in the United Republic of Tanzania for adjudication and determination.

23.0 GOVERNING LAW AND COURTS JURISDICTIONS:

The validity and interpretation of this Lease Agreement and the performance due hereunder shall be governed by the applicable laws of Tanzania. Any proceedings arising out of or in connection with this Lease Agreement may be brought in any competent Court of jurisdiction in the United Republic of Tanzania.

24.0 COMPLETE AGREEMENT:

- 24.1 This Lease Agreement, including any specified attachments, constitutes the entire Lease Agreement between the LANDLORD and the TENANT with respect to the leasing of the Demised Premises and supersedes and replaces any and all previous agreements entered into or/and negotiated between the LANDLORD and the TENANT relating to the Demised Premises covered by this Lease Agreement.
- 24.2 No change to this Lease Agreement shall be valid unless made by supplemental written agreement executed and approved by the LANDLORD and the TENANT. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Lease Agreement shall be null and void unless approved by the LANDLORD and the TENANT in writing.
- 24.3 Each party to this Lease Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Lease Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

25.0 INTEGRATION:

The drafting, execution, and delivery of this Lease Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed in this Lease Agreement. The Lease Agreement

embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect

between the Parties relating to the subject matter hereof unless expressly referred to in this Lease Agreement.

26.0 INTERPRETATION:

In interpreting this Lease Agreement, no provision shall be construed against or in favour of either party on the basis of which party drafted this Lease Agreement.

27.0 SEVERABILITY:

Every provision of this Lease Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Lease Agreement and shall not affect the validity of the remainder of this Lease Agreement.

28.0 FURTHER ACTIONS:

28.1 The LANDLORD and the TENANT agree that at any time or from time to time, after the execution of this Lease Agreement, they shall upon request of the other, execute and deliver such other documents and do such further acts and things as may reasonably be requested from each other's in order to fully effect the purpose of this Lease Agreement.

28.2 The LANDLORD and the TENANT declare that in all their dealings they shall be motivated by a spirit of mutual regard for each other's interest and will do all in their respective powers to ensure full attainment of the desired purpose of this Lease Agreement.

29.0 RIGHTS CUMULATIVE NO WAIVER:

29.1 No right or remedy herein conferred upon or reserved to either of the Parties to this Lease Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Lease Agreement.

29.2 The failure of either party to this Lease Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Lease Agreement, or to exercise any right or remedy as provided in this Lease Agreement, shall not impair any such right or remedy or be

construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Lease Agreement to the Parties to it may be exercised from time to time and as often as may be deemed expedient by those Parties.

30.0 DUTY TO CONFIDENTIALITY:

30.1 The Parties herein shall not, during the terms of this Lease Agreement and thereafter, disclose any proprietary confidential information relating to their services, this Lease Agreement and/or the business or operations without the prior written consent of either party.

30.2 Any information exchanged in accordance with the Lease Agreement which is not in the public domain or disclosure of which is not required by any law, rule or regulation, will be strictly confidential and shall not be disclosed to third Parties of whatever nature, under any circumstances, without the prior consent of either Party and/or except as required by law.

31.0 FORCE MAJEURE:

Provided that the respective party is not already in default of its obligations under this Lease Agreement, both Parties shall be released from their respective obligations in the event of national emergency, Civil commotion/disturbance, war, earthquake, flood storm, prohibitive Government Regulations/action or any other similar casualty/cause beyond reasonable control of the Parties herein and was not reasonably foreseeable which renders performance of this Lease Agreement impossible.

32.0 MISCELLANEOUS:

32.1 The headings:

All headings and subheadings employed within this Lease Agreement are inserted only for purposes of convenience only and ease of reference and are not intended to affect the meaning of any of the provisions hereof thus, they should not be considered in the construction or interpretation of any provision of this Lease Agreement.

32.2 Parties' Representations:

The LANDLORD represents and warrants that it has full powers and authority to enter this Lease Agreement and the TENANT also represents and warrants that it

has powers and authority to enter this Lease Agreement and is fully qualified and licensed to the extent required by law.

32.3 Covenants and Conditions:

32.3.1 This Lease Agreement clearly states all terms and conditions that validate the lease for a span of the lease term stated herein. All of the terms and conditions of this Lease Agreement are expressly intended to be construed as covenants as well as conditions.

32.3.2 Both Parties involved in this Lease Agreement have thoroughly read and clearly understood all clauses of the Lease Agreement and have promised to follow them in the true sense of the legal terms, failing of which they will be subject to legal actions.

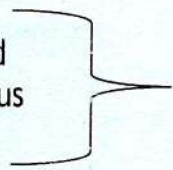
33.3 Execution:

This Lease Agreement shall be executed in triplicate and/or in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which together shall constitute one and the same Instrument.

34.0 ATTESTATION CLAUSE:

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, acknowledges having read this Lease Agreement understands and consents to be bound by all of its terms and thus have caused the same to be signed in their respective names and delivered as of day and year hereinafter appearing.

SEALED with the Common Seal of the said
Otonde Construction & General Supplies Ltd
Limited and **DELIVERED** in the presence of us
on 05..... day of 03..... 2025.

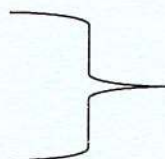


COMMON SEAL

FULL NAME: Amos Fredrick Otonde
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. Box 10467 Mwanza.
POSITION: Managing Director.

FULL NAME: Ng'walu Msumba
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. Box 10467 Mwanza
POSITION: Director.

SEALED with the Common Seal of the said
.....
and **DELIVERED** in the presence of us
on 05..... day of 03..... 2025.



COMMON SEAL

FULL NAME: DEOGRAFIAS FELICIAN RWAGASARE
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. BOX 217
POSITION: DIRECTOR

FULL NAME: FERENC PETO
SIGNATURE: [Signature]
POSTAL ADDRESS: PO BOX 217
POSITION: FINANCIAL MANAGER

[Signature]