

**COMMERCIAL LEASE AGREEMENT**

(Consisting of the SCHEDULE and General Condition of the lease)  
Made and entered into by and between

**IVORY TOWER LIMITED**

**(Registration No 91535)**

**(Hereinafter called "the LESSOR") of the first part.**

**HOLILAND SUPERMARKET INVESTMENT LIMITED**

**(Registration No. 167485960)**

**(Hereinafter called "the LESSEE") of the second part.**

**The LESSOR hereby lets to the LESSEE who hereby hires the premises known as Shop B1 on the Basement of all that development on Plot 119 commonly known as "Palm Village Mall situated along Mwai Kibaki Road- Mikocheni Dar es**

**This lease agreement has been entered into this .01.. day of .May.. 2025**

## **1.0 INTERPRETATION AND PRELIMINARY**

Unless such meaning is inconsistent with the context the following terms shall throughout this agreement have the meanings respectively ascribed to them, namely:

- 1.1 "ASSOCIATED PERSON" means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors.
- 1.2 "the BUILDING" shall mean the building situated on Plot No.119 Mwai Kibaki Road Msasani Area Dar es Salaam – Tanzania.
- 1.3 INVITEES' shall mean the directors, employees, agents, customers, clients, invitees, contractors, suppliers, consultants, visitors, licensees, tenants and/ or sub-tenants of the LESSEE or the LESSOR, as the case may be.
- 1.4 "the LAND" shall mean the immovable property situated on Plot No.119 Mwai Kibaki Road Msasani Area Dar es Salaam – Tanzania.
- 1.5 "the LESSEE'S PRO RATA PORTION" shall mean the percentage stated in section 5 of the SCHEDULE and calculated as the proportion which the RENTABLE AREA OF THE PREMISES bears to the RENTABLE AREA OF THE BUILDING.
- 1.6 "the RENTABLE AREA OF THE PREMISES" shall mean the rentable area of the PREMISES stated in section 5 of the SCHEDULE.
- 1.7 the PREMISES" shall mean the PREMISES as demarcated on the plan marked Annexure A.

## **2.0 LEASE**

The Lessor lets the premises to the Lessee which hires the premises subject to and the terms and conditions set out in this agreement.

## **3.0 COMMENCEMENT AND DURATION OF LEASE**

- 3.1 This Agreement shall commence on the commencement date and shall continue for the agreed period until the Expiration Date of the lease unless the agreement is renewed by both parties in writing.
- 3.2 This agreement shall be for a period of Five (5) year unless the same is earlier terminated by either party prior to its expiry.
- 3.3 Any occupation by the LESSEE after the expiration of this lease without the consent of the LESSOR shall be construed to be a monthly tenancy at the last monthly rent

payable in terms hereof, plus escalation at the rate as applied in the previous lease period and shall otherwise be on the terms and conditions herein specified, as far as may be applicable.

3.4 **The lessee shall be given a period of FIVE (5) months for construction and fit out FREE PERIOD process of the premises.** During the fit out period the lessor shall cooperate with the lessee to ensure that any alterations or modifications made within the premises are consented to and are done in accordance to the standards of the building.

3.5 The parties herein agree that in event of failure by the LESSEE to commence business on the date stated herein being the rent commencement date, the LESSOR shall have the right to terminate the lease subject to a fourteen (14) days notice.

3.6 The Lessee priority for lease the same place when the contract expired.

#### **4.0 RENT AND OTHER PAYMENTS**

4.1 The monthly rent payable in terms of this lease is an amount of **USD 1000 per Month** exclusive of VAT **the rental area 867sqm**, that such amount shall be payable in advance for annual period of the lease. The rent shall be paid subject to the deduction of withholding tax, directly to the bank account of the Lessor as shall be indicated on the formal invoice to be submitted to the Lessee.

4.2 The rent and service charge shall be paid subject to the deduction of withholding tax, directly to the bank account of the Lessor as shall be indicated on the formal invoice to be submitted to the Lessee.

4.3 The withholding tax chargeable on the rent shall be an amount equivalent to **10%** of the total rent payable and for the service charge, the withholding tax shall be at the rate of **5%**. The Lessee shall submit the Withholding Tax Certificate to the Lessor immediately after obtaining it from TRA.

4.4 **The Lessee shall ensure that prior to being handed over the shop and commencement of the fit-out period, to pay the whole year rent which is (United State Dollars Twelve thousand \$12000).**

4.5 **The Lessor will do partition wall and connected electricity and water for the Lessee.**

- 4.6 That in addition to the rent payment, the Lessee shall be required to pay for the Electricity charges for lighting in advance alongside the rent for the leased premises. The Air Condition electricity charge shall be payable at the end of every month after the invoice is provided by the Lessor.
- 4.7 The Lessee is required to timely pay for Air Condition electricity charges as well as lighting in the event the Lessee fails to pay for the said charges, the Lessor (without prejudice to any other Lessee's rights) at its option may cut off the power without any prior notice.
- 4.8 The Unit Price for electricity is 500 TZS inclusive of VAT, maintenance fee, generator service charge as well as transformer service charge.**
- 4.9 The lessee will be refunded the security deposit upon the expiry of the lease or if the same is earlier terminated and the leased premises are found not to have any need for repairs.
- 4.10 In the event the Lessee defaults to timely make any payment as stipulated herein after a 30 days reminder notice the Lessor has the right to lock the shop until when the outstanding amount is settled during the lockdown period rent charges will apply as usual.
- 4.11 The lessee shall be obliged to contribute towards the operating costs incurred during the period of this agreement, including any renewal thereof, by way of monthly payments to the lessor in the amount of the lessee's contribution payable in advance together with and in addition to the rental payable in terms of clause 4 hereof.
- 4.12 For the purposes of this clause
- 4.12.1 Operating and service costs shall mean the reasonable costs (for which the lease is not otherwise liable in terms of this agreement) incurred by the lessor in connection with the management, maintenance, repair and operation of the common areas including but not limited to, the costs of:
- i) Cleaning the shopping Centre and the property.
  - ii) Providing security in respect of the shopping center and the property.
  - iii) Maintaining and escalators if any.
  - iv) Providing electricity, water and other necessary services to the common areas.

- v) Servicing, repairing and maintain the air condition and the air condition installations.
- vi) Insurance premiums.
- vii) Costs for towel and other toilet services and the cost of maintaining indoor and outdoor plants.
- viii) Repairs, maintenance contracts and general maintenance of whatever kind.
- ix) Redecorating and painting.
- x) Servicing, repairing and maintaining the fire extinguishing equipment and more particularly the sprinkler system
- xi) Maintaining the car park.

## **5.0 USE OF THE LEASED PREMISES**

5.1 The LESSEE shall not use the leased PREMISES for any purpose other than for operation of supermarket. Any change of business or use of the leased premises shall be subject to the prior written consent of the Lessor.

5.2 The lessee shall be obliged to have the premises complete, stocked and open for business on the commencement date.

5.3 The LESSEE shall not allow or cause to be allowed any obstruction or interference to the use by others of the common area, which is attributable directly or indirectly to the manner in which the LESSEE makes use of the leased PREMISES.

## **6.0 SUBLETTING, TRANSFER OF OWNERSHIP, CESSION AND ASSIGNMENT**

6.1 The LESSEE shall not cede or assign or mortgage or pledge any of its rights under this lease or any part hereof, nor sublet the leased PREMISES or any part thereof, nor allow any person, firm, partnership, close corporation, company or any other entity to occupy or possess the PREMISES or any part thereof on any condition whatsoever or for any reason whatsoever, without the LESSOR's written consent which consent shall not unreasonably be withheld.

## **7.0 ADVERTISING AND SIGNS**

7.1 The LESSEE shall not be entitled to affix, paint, erect, install or display any advertising or other signs (including neon signs) on the windows, doors, exterior or roof of the leased PREMISES or the building, or anywhere else on the building/land,

other than already affixed to the building on the commencement date, without the LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed.

## **8.0 INSURANCE**

8.1 The LESSOR shall insure the building for the replacement value thereof against all standard risks relating to the building. The insurance policy shall cover risks including but not limited to fire, environmental hazards and related risks. The Parties however agree that the Lessee shall at all times keep in place an insurance cover for all its fixtures and fittings within the leased premise.

8.2 The LESSEE shall not do or omit or keep in or on the leased PREMISES anything or allow anything to be done or kept in or on the leased PREMISES which in terms of any fire insurance policy held from time to time by the LESSOR in respect of the building and/or the leased PREMISES may not be done or kept therein, or which may render any policy/ies void or voidable and the LESSEE shall comply in all respects with the terms of any such policy/ies provided that if any premium payable in respect of any such policy/ies is increased.

## **9.0 FIXTURES AND FITTINGS**

9.1 The LESSEE shall be entitled from time to time to erect in the leased PREMISES, with the written consent of the LESSOR, which consent may not be unreasonably withheld or delayed, such fixtures and fittings (excluding air-conditioning units) as may be required or necessary for the carrying on of the LESSEE's business.

9.2 The LESSEE shall be required to provide to the Lessor a full list of all the fixtures and fitting being installed on the leased premises.

## **10.0 MAINTENANCE OF THE LEASED PREMISES**

10.1 The LESSEE shall:

10.1.1 at its own cost keep and maintain in good order and condition the leased PREMISES, without derogating from the generality hereof, shall include all fixtures and fittings, appurtenances, appliances, doors, door handles, locks, keys, entrances and windows and glass as well as any dedicated air conditioning units (on the basis set out in this clause) in or serving the interior of the leased PREMISES and on termination of this

lease shall deliver the leased PREMISES to the LESSOR in the same good order and condition as existed at the commencement date.

- 10.1.2 Be responsible for the cleaning of the leased premises, which shall include but not be restricted to, the removal of all refuse from the leased premises to a place in the building designated by the LESSOR.
- 10.1.3 repair at its cost any damage caused to the leased premises by forcible entry or otherwise;
- 10.1.4 in the event of the LESSEE failing or refusing to maintain or repair the leased PREMISES or part thereof as provided for in terms of this clause and remaining in default for a period of **7 (seven) days** after dispatch by the LESSOR of a written notice calling on the LESSEE to rectify such default, then without prejudice to any other rights and remedies which the LESSOR may have in law or in terms of this agreement the LESSOR shall be entitled to effect the necessary maintenance or repairs and to claim the reasonable costs so incurred from the LESSEE;
- 10.1.5 ensure that the exterior of its shop fronts or perimeter glass, whichever is applicable, to the full height thereof, including the glass, the interior of the PREMISES and the signs are cleaned and keep the leased PREMISES and all its contents in a clean, orderly and sanitary condition;
- 10.1.6 Not erect aerials on the roof or exterior walls of the leased PREMISES without in each instance the LESSOR's prior written consent which consent may not be unreasonably withheld or delayed. Any aerial so installed without such written consent may be removed by the LESSOR after reasonable notice, other than DSTV or similar devices;
- 10.1.7 The LESSEE shall not be responsible to maintain, repair and or replace any structural aspect of the PREMISES, nor shall the LESSEE be responsible to maintain the exterior facade and walls of the PREMISES.

## **11.0 LESSOR'S ACCESS TO THE LEASED PREMISES**

11.1 The LESSOR shall be entitled:

at any time within business hours during the currency of this lease, due and

reasonable notice having been given subject to the strict security controls of the LESSEE, to effect any such repairs, alterations, improvements and/or additions to the leased PREMISES and/or the building as are required by any competent authority or which the LESSOR may in its discretion decide to carry out (including any maintenance or repair which the LESSOR effects in terms of clause **Error! Reference source not found.** above) and for any such purpose to erect scaffolding, boarding and/or other building equipment in, at, near or in front of the leased PREMISES, and also such devices as may be required by law or which the ARCHITECT may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations, in such manner as may be reasonably necessary for the purpose of any of the works aforesaid. The LESSOR shall further be entitled by itself, its contractors and sub-contractors, its architect, its quantity surveyor, its engineer and all artisans and other workmen engaged on the works, to such rights to the leased PREMISES as may reasonably be necessary for the purpose aforesaid.

- 11.2 To inspect the leased PREMISES for any purpose whatsoever within business hours with due regard and subject to the LESSEE's security requirements -and reasonable notice being given prior to access.

## **12.0 RELOCATION AND RE-DEVELOPMENT**

In case the LESSOR opts to use the leased premises for another purpose prior to the LESSEE commencing business, the LESSOR shall have the right to relocate the LESSEE to new premises at no costs on the LESSOR provided that the LESSEE shall be given a rent free period to conduct fit out on the new premises And shall be the same as that which was granted to the LESSEE at the time of start of the Lease.

- 12.1 In the event of the LESSOR wishing to relocate the LESSEE for redevelopment of the building/complex/centre, or for such other use for the leased premises then:
- 12.1.1 the LESSOR shall give the LESSEE **Two (2) months' notice** in writing of the intention to relocate the LESSEE if the relocation is to happen after the LESSEE has commenced business;
- 12.1.2 the LESSEE will have the option to cancel this Agreement within 2 (two) months of receipt of notice if the proposed PREMISES are considered unsuitable or inferior to the existing PREMISES and shall vacate the

PREMISES after the expiry of the two (2) months from the date of the notice.

### **13.0 RE-LETTING OR SALE OF THE LEASED PREMISES**

The LESSOR shall have the right during the **last 1 (one) month** prior to the termination of this lease to exhibit on the leased PREMISES such notices as it may deem desirable for the purpose of letting or otherwise dealing with the leased PREMISES and the LESSEE shall, during this period, or during the period the building may be for sale, afford to the LESSOR or its authorized representatives, agents or any prospective LESSEE the right to inspect the leased PREMISES having due regard to and always subject to the LESSEE's security provisions and provided reasonable notice has been given to the LESSEE.

### **14.0 CHANGE OF OWNERSHIP, RENOVATION AND REBUILDING**

Should the LESSOR at any time during the currency of this lease dispose of or sell the property of which the leased premises form part or any part thereof, or should any of the holders of the shares in the LESSOR sell such of those shares with the result that the purchaser/s thereof acquire/s control of the LESSOR, then notwithstanding anything to the contrary elsewhere contained or implied herein; it is specifically agreed that in any of the foregoing circumstances, the LESSEE shall be bound by the LESSOR, and that this lease shall continue in full force and effect, binding the LESSEE to the new LESSOR. To the extent necessary, the LESSEE hereby consents to the assignment of this lease in order to give effect to the foregoing.

### **15.0 BREACH OF THE LEASE**

15.1 The following shall constitute events of default (each such event being hereinafter referred to as an "Event of Default"):

15.1.1 if the Lessee fails to pay any amount due by it in terms of this Agreement, on due date, and fails to remedy such breach within a period of 30 (thirty) days after the giving of written notice to that effect to it by the other party; or

15.1.2 if either party to this Agreement commits any other material breach of any condition of this Agreement and fails to remedy that breach within 30 (thirty) days after the receipt of such notice.

15.1.3 Should the following occur in respect of either party:

- i) it carries on business recklessly, with gross negligence, with the intent to defraud or for fraudulent purposes;
- ii) it carries on business or trades under insolvent circumstances;
- iii) it receives a notice from the Registrar of Companies to show cause why it should be permitted to continue carrying on its business, or to trade; or
- iv) an application to court for an administration order against it has been made.

15.2 While for any reason or on any ground the LESSEE occupies the leased PREMISES and the LESSOR disputes its right to do so, then, until the dispute is resolved, whether by settlement, arbitration or litigation, the LESSEE shall (notwithstanding that the LESSOR may contend that this lease is no longer in force) continue to pay (without prejudice to its rights) an amount equivalent to the monthly rent provided for in this lease.

## **16.0 DISPUTE RESOLUTION AND GOVERNING LAW**

16.1 A dispute which arises in regard to:

16.1.1 the interpretation of; or

16.1.2 the carrying into effect of; or

16.1.3 any of the parties' rights and obligations arising from; or

16.1.4 the termination or purported termination of or arising from the termination of; or

16.1.5 the rectification or proposed rectification of this agreement, or out of or pursuant to this agreement shall be submitted to a court with competent jurisdiction in Tanzania

16.1.6 The law that shall govern any dispute arising from this agreement shall be Tanzanian Law.

## **17.0 LOADING ZONES**

17.1 All loading, delivery and unloading of goods, merchandise, supplies and fixtures to and from the leased premises shall be done only at such times, in the areas and through the entrances designated for these purposes by the LESSOR from time to time and shall be subject to such rules and regulations as in the

discretion of the LESSOR are necessary for the proper administration of the leased premises, the building and / or the property.

17.2 The LESSEE shall ensure that vehicles driven or used by it or its principals, servants, directors, licensees, contractors, suppliers or invitees shall not obstruct the free flow of traffic, the entrances or exits of the driveway(s) or the pedestrian entrances to the property, the building or any premises therein.

## **18.0 NOTICES AND COMMUNICATIONS**

18.1 For all purposes of arising out of this Agreement, there shall be two kinds of notices;

19.1.1 Notice in respect to default in payment of rent and/or security deposit:

In the event the LESSEE does not timely pay the agreed rent and/or the security deposit, the LESSOR shall issue a notice of **two (2) weeks** (fourteen (14) days) to the LESSEE to rectify such breach and failure of which the LESSOR shall have a right to automatically terminate the agreement without further notice.

### **19.1.2 Notice in respect to other matters relating to the lease or any other form of breach**

Either party may give notice to the other for a period of 30 days for purposes of rectification of such breach and failure of which, either party shall have the right to terminate the agreement.

19.1.3 Any notices given in terms of this Agreement shall be in writing.

19.1.4 All notices shall be sent to the physical address of each party

## **20 PAYMENT OF TAXES**

20.1 Value Added Tax (VAT) shall have the meaning provided under the applicable VAT laws. Any liability for the payment of Value Added Tax shall be borne by the LESSEE. Should the rate at which VAT is leviable alter during the subsistence of this Lease or any renewal thereof, such alteration shall be applied to the basic rental, operating cost and any other relevant charge.

20.2 The Stamp Duty payable in connection with this lease shall be borne by the LESSEE in accordance to the Stamp Duty Act, CAP 189 R.E. 2006.

20.3 The lessee further undertakes to deduct withholding tax from the rent payable and upon such payment, the Lessee shall provide proof of payment of such

payment as well as the withholding tax certificates.

20.4 Future Taxes and Assessments; Each party shall be responsible for the payment of any future taxes and assessments that may be imposed with respect to the lease of the premises provided that payment of such taxes or assessments shall be in accordance with the law introducing such taxes.

## **21. INTEREST AND DELAYED PAYMENTS**

21.1 After serving the lessee a 30 days prior notice, the lessee shall be liable for interest on all over due amounts payable under this agreement at the rate of 5% per month reckoned from the due dates of such amounts until they are respectively paid.

21.2 The Lessor shall within a period 14 days of any delay by the Lessee to pay for the rent or the service charges, to lock the access doors to the leased premises until such a time when the outstanding rent or service charge is duly paid. Notwithstanding the provisions of this agreement, the rent shall continue to accrue until when the Lessee pays up for the same.

## **22. LIMITATION OF LIABILITY**

The Lessor shall not be responsible for any damage to or loss of any stock- in- trade equipment, machinery, raw materials, papers or other articles kept in the premises, leakages or the interruption of power or services or vandalism or for any other cause whatsoever, nor shall the lessor be responsible for any personal injury which may be sustained in or about the premises by any of the directors, servants, agents, customers or invitees of the lessee or any other person whatsoever. The lessee shall have no claim for damages against the lessor and may not withhold or delay any payment due to the lessor by reason directly or indirectly of breach by the lessor of any of its obligations under this lease.

## **23. TERMINATION AND CONSEQUENCES**

23.1 Either party may terminate this agreement at any time after the signing of this agreement in accordance with either of the following;

- a) Failure by the LESSEE to commence business on the commencement date as indicated in this agreement.
- b) Failure to timely pay in full the security deposit after the signing of this agreement

- c) Failure to timely pay rent for the lease of the premises.
- d) Upon the expiration of the duration of the agreement.
- e) Upon the issuance of a **one-month notice** by either party indicating the intention to terminate the agreement.
- f) The fine will be charged \$100 per day when the business not start when commence date active.

23.2 The parties further agree that after the termination of this agreement, the Lessee shall have to reinstate the leased premises to the same good order and condition as the leased premises were during the signing of the lease agreement. That prior to the handover of the premises, the Lessor shall first inspect the premises to confirm that the same has been restored in its original condition as it was at the date of first signing the lease agreement.

#### **24. GOVERNING LAW AND JURISDICTION**

This agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania. Any dispute that may arise with respect to the performance of this agreement shall be subject to the Court/Tribunal with the necessary Jurisdiction within the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names/titles as of the day and year first above appearing.

**SEALED** with the **COMMON SEAL** of  
**IVORY TOWER LIMITED**

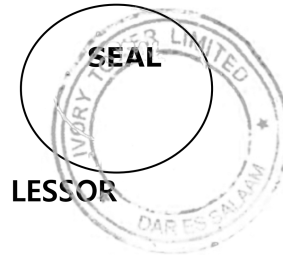
and delivered in my presence on  
This 01 Day of.....May.....2025

Name: ..... *chen lioung* .....

Address: ..... *P.O. box 10848* .....

Signature: ..... *[Handwritten Signature]* .....

Qualification:..... *Director* .....



Name: .....

Address: .....

Signature: .....

Qualification:.....

**SEALED** with the **COMMON SEAL** of  
**HOLLAND SUPERMARKET INVESTMENT LIMITED**

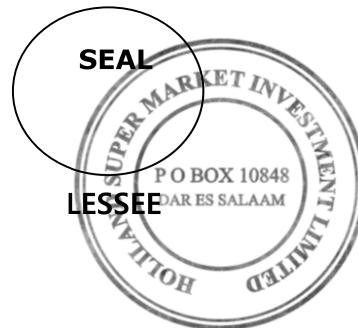
and delivered in my presence on  
This 01 Day of.....May.....2025

Name: .....Lin Xia.....

Address: .....

Signature: ..... *[Handwritten Signature]* .....

Qualification:.....Director.....



Name: .....

Address: .....

Signature: .....

Qualification:.....