

LEASE AGREEMENT

BETWEEN

ASHA-ROSE MIGIRO

AND

HELIUM ONE (STAHAMILI) LTD.

**FOR HOUSE NO. 23 MZINGA WAY OYSTERBAY
DAR ES SALAAM**

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THIS AGREEMENT is made this 1st day of APRIL 2022

BETWEEN

Asha-Rose Migiro, a natural person, Tanzanian, of Plot No. 156, Off Moringe Road, Bahari Beach, Dar es Salaam, currently residing at number 3 View Road, London N6 4DJ, United Kingdom, (hereinafter called the "LESSOR" which expression shall, where the context so admits, include her successors, assigns or any agent duly given a power of attorney in respect of the demised property) of the one part;

AND

Helium One (Stahamili) Ltd., of Kilwa House, 369 Toure Drive, Oysterbay, P.O. Box 23917, Dar es Salaam; (hereinafter called "the LESSEE") of the other part; both the LESSOR and LESSEE being referred to as "the Parties" or individually as "Party".

RECITALS:

- A. WHEREAS the Lessor is the registered owner of the property known as number 23 Mzinga Way, Oysterbay, located on plot number 168 in the city of Dar es Salaam, Tanzania, (hereinafter referred to as "the demised premises");
- B. AND, WHEREAS the Lessee is desirous of leasing and the LESSOR is desirous of letting to the Lessee the demised premises as duly described in paragraph 4 of this agreement;

1. THESE PRESENTS WITNESS AS FOLLOWS:

- 1.1 The Lessor hereby demises unto the Lessee the premises aforementioned subject to the terms and conditions hereinafter appearing;
- 1.2 This lease shall be for a term of 12 months commencing on the 1st of April 2022 ending on the 31st of March 2023;
- 1.3 In consideration of this Lease, the monthly rent shall be United States Dollars five thousand only per month subject to 10% withholding tax, payable twelve months in advance.
- 1.4 The Lessee shall present to the Lessor a copy of all receipts for withholding tax payments.



- 1.5 A deposit of one month's rent shall be made as house security by the Lessee before moving into the premises, exclusive of rent.
- 1.6 This lease may be renewed at the desire of both parties on terms and conditions to be mutually agreed at the time of the renewal.
- 1.7 The rent herein reserved shall be paid into the following account:

Name: Asha-Rose Mtengeti MIGIRO
Sort Code: 20-71-82
Account number: 53 14 1330
SWIFTBIC BARCGB22
IBAN GB79 BARC 2071 8253 1413 30
Bank name: Barclays Bank U.K.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- 2.1 To use the main house for residential accommodation of one family and the outer house for office purposes only.
- 2.2 Not to carry on the property any trade, business or undertaking that is repugnant to morality or illegal under the laws, rules or regulations applicable in the United Republic of Tanzania.
- 2.3 To pay the rent reserved herein at the times, manner and in the currency specified in this Agreement.
- 2.4 To pay all charges for water, electricity, sewerage, garbage collection, security, telephone, internet and any other utilities in respect of the demised premises accrued and payable during the tenure of the lease period.
- 2.5 To maintain the demised premises, including all additions thereto, fixtures, internal walls, timber and tile floors, doors, windows, shutters, locks, sanitary ware, water apparatus, air conditioners, electric wiring, cables, power generator, in good repair and tenable condition, fair wear and tear exempted.
- 2.6 To keep the gardens, pathways, lawns, hedges, flower beds and shrubs properly tended and to maintain all surroundings including the swimming pool in good order and cleanliness.

- 2.7 Not to alter the general layout of the garden or cut down, remove, lop or otherwise damage any trees, shrubs or plants, with the exception of normal trimming or pruning.
- 2.8 To report immediately in writing to the Landlord any structural defects and/or other problems that may develop in respect of the demised premises.
- 2.9 To permit the Lessor or their duly authorized agent/s at reasonable times of day to enter the demised premises upon appointment, for purposes of making inventory of all the fittings, fixtures, air conditioners, appliances within the premises or to execute repairs to the demised premises under the Lessor's covenants as hereinafter contained.
- 2.10 Not to introduce, keep or permit to be kept on the demised premises any dangerous, flammable, explosive or hazardous material or substance which may cause damage by fire or otherwise to the demised property or injury to neighbors and/or visitors, and further not to do or allow to be done any act that may cause annoyance or nuisance, or which may contravene any statute, regulation or by-law.
- 2.11 Not to assign or sublet the demised premises.
- 2.12 Not to make any structural alterations and/or additions to the demised premises without the prior written consent of the Lessor.
- 2.13 To yield up peaceably the demised premises to the Lessor or her agent or nominee at the expiration of the fixed term aforesaid in good and tenable condition, including in terms of painting, fixtures and cleaning in accordance with the covenants herein before contained.

3. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- 3.1 The LESSEE paying the rent hereby reserved and observing all covenants and conditions hereinbefore contained shall peaceably hold and enjoy the premises during the term granted without any disturbance from or by the Lessor or any person claiming through, under or in trust thereof.
- 3.2 To provide main electrical and plumbing connections, to keep the main structure, roof, drainage and sewer systems in good condition during the tenancy.

- 3.3 To make good major defects of the demised premises not caused by an act or omission of the Lessee, its employees or agents, provided that the Lessee may, in prior consultation with the Lessor on the manner and cost thereof, effect repairs as needed and charge the Lessor as shall be mutually agreed.

4. SPECIAL PROVISIONS

4.1 Description of the demised premises:

The 2,215 square meter compound holds a two-storey dwelling house. The main house has a kitchen and store; dining and living rooms; one guest bathroom; one office; one *ensuite* bedroom on the ground floor. On the first floor the house has a family room; two bedrooms with a shared bathroom; and a balcony.

The outer house has a double-door garage; store; two staff rooms with shared bathroom and kitchenette. It has a semi-detached guest quarters with a patio and *ensuite* bedroom. The house is surrounded by a well-endowed garden with a swimming pool. It has an underground water reservoir with the capacity of 15,000 cubic litres and an overhead tank holding 2,000 cubic litres. There is a guard house and a dog kennel near the main gate.

Inventory

- 4.2 An inventory shall be drawn and duly signed by the Parties immediately before the beginning of this lease agreement. The inventory herewith attached as Appendix "A", shall apply in respect of the final inventory to be verified by both parties once the Lessee has given vacant possession of the demised premises and immediately before the Lessor retakes possession of the premises.

4.3 **Amendment**

Any amendment to this contract shall be done in writing.

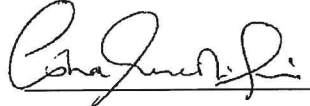
Termination of the Lease Agreement

- 4.4 If either party desires to determine the term hereby granted, that party shall give the other party a three-month notice in writing of their desire and each party shall perform and observe the covenants on its part hereinbefore reserved and contained, then immediately on the expiration of such three (3) months the lease shall cease and determine, but without prejudice to the rights and remedies of either party against the other in respect of any antecedent or existing claim or breach of contract under the law.

- 4.5 Any notice under this lease shall be sufficiently served if sent by registered or recorded delivery to the Lessee/Lessor's above-mentioned addresses respectively or any other address as shall be specified in writing by the Parties.
- 4.6 If by the end of the lease any utility bills such as for water, electricity, security, telephone, internet and other outstanding charges remain unpaid the Lessee shall pay such bills or charges without fail.
- 4.7 In case of breach of any term or terms of this Agreement by any party hereto, the aggrieved Party may, upon notice to the other party, terminate this Agreement, PROVIDED that any other obligations, rights or remedies unconnected with the breach arising before or existing at the time of such breach, shall not be extinguished by the said breach.
- 4.8 In the event of any dispute at any time arising between the Lessor and the Lessee in respect of any provision of this Agreement or with reference to anything arising out of or incidental thereto, such dispute or difference shall be settled amicably by the Parties. In the absence of an amicable settlement, the Lessor and the Lessee shall have recourse to the laws pertaining in the United Republic of Tanzania.
- 4.9 The Parties hereto covenant with each other and the Lessor warrants that there has been no illegal and/or side payment made to any of the Lessee's employees or any other person in that behalf and further that there is no conflict of interest between the Lessor and the Lessee.
- 4.10 This lease agreement is made in confidence and that the said confidentiality shall be maintained. No terms shall be discussed with any third party save for the Lessor or Lessee's legal advisors who shall, in turn, be bound by this confidentiality clause.
- 4.11 This agreement contains all covenants, stipulations and provisions as agreed by both Parties. No agent or representative of either Party has the authority to make any changes and the Parties shall not be bound by or be liable for any such statement, representation or promise of an agreement not stipulated herein.
- 4.12 This agreement shall, in all and every respect, conform to and be interpreted in accordance with the laws of the United Republic of Tanzania.
- 4.13 This Agreement shall be produced in duplicate and each copy shall serve the purpose of the original.

IN WITNESS WHEREOF the Parties hereto have executed these presents in the manner and on the days and the year hereinbefore appearing.

SIGNED and DELIVERED by the said
Asha-Rose Migiro this 25th day of MARCH
2022.


LESSOR

Name: NGUSEKELA NYERERE
Signature: Nyerere
Qualification: COUNSELLOR



SIGNED and DELIVERED by Colin Ivory
Director/Chief Operating Officer, for and on behalf of
Helium One (Stahamili) Ltd.
this 30 day of MARCH 2022.


LESSEE
(signature and company stamp)



Name: HABYALIMANA MAYEYE
Signature: [Handwritten Signature]
Qualification: ADVOCATE




ADDENDUM

**LEASE AGREEMENT FOR HOUSE NO. 23 ON PLOT NUMBER 168 MZINGA
WAY OYSTERBAY DAR ES SALAAM**

This Addendum is made this 1st day of April, 2022, and shall form an integral part of and be read together with the main agreement.

1. Consistent with paragraph 2.13 of the Lease Agreement signed between the Parties, the Lessee has requested, and the Lessor hereby consents, for the following minor and limited alterations to be done on the demised premises:
 - 1.1 Level slope into the garage;
 - 1.2 Lay Tanga stone;
 - 1.3 Remove garage doors only;
 - 1.4 Add glass to the existing garage windows;
 - 1.5 Add a removable coffee station in the storeroom;
 - 1.6 Install timber doors for the garage the same as the house;
 - 1.7 Install an air conditioner;
 - 1.8 Install ceiling lights;
 - 1.9 Add plug points.
 - 1.10 Install a treated timber enclosure around the swimming pool.
2. For the avoidance of doubt it is hereby agreed that all costs for the alterations and/or renovations shall be borne by the Lessee who undertakes to have the same done safely and professionally.
3. The Lessee further covenants, at their own cost, to safely and professionally restore all altered sections of the premises to their original position at the end of the Lease Agreement.

SIGNED this 25th day of March 2022


.....
LESSOR



.....
LESSEE
(signature)



