

LEASE AGREEMENT

BETWEEN

THOMAS JUSTINE UISO

AND

JS ELECTROMECH LIMITED

2025



TENANCY AGREEMENT

This Tenancy Agreement (hereinafter referred to as "THE AGREEMENT") for the lease of THE PROPERTY in Plot #:32 at Vikawe Kibaha Pwani, Tanzania (hereinafter referred to as "THE PROPERTY") is made this day 1st October 2025

PARTIES

BETWEEN

THOMAS JUSTINE UIISO of P.O. Box 31778, Dar es Salaam Tanzania (hereinafter called "THE LANDLORD", which expression shall where the context so admits include its successors and assignees) of the first party.

AND

JS ELECTROMECC LTD a private and Limited Liability Company incorporated under the Tanzania Companies Act [Cap. 212 R.E 2019] with address P.O. Box 66752, located at Plot 298, Mbezi Beach, Dar es Salaam (hereinafter called "THE TENANT", which expression shall, where the context so admits, include his successors and assignees) of the second party.

RECITALS

WHEREAS, "THE LANDLORD" is the lawful owner of THE PROPERTY in Plot #:32 at Vikawe Kibaha Pwani, and is willing to lease THE PROPERTY subject to the terms and conditions of this Lease Agreement.

TERMS AND CONDITIONS OF LEASE

1. PROPERTY AND COMMENCEMENT

- a. THE LANDLORD is the lawful owner of THE PROPERTY.
- b. The lease shall be for a period of Five Years Only, commencing from 1st October 2025 to 30th September, 2030.
- c. THE TENANT acknowledges having inspected THE PROPERTY and accepts it in its current state of repair and condition as suitable for the intended use.
- d. THE TENANT shall use the premises for manufacturing, warehousing lawful goods as per the laws of United Republic of Tanzania.

2. RENT AND PAYMENT

- a. The monthly rent is TZS 33,000,000/= (Tanzania Shillings Thirty-Three Million Only).
- b. THE TENANT shall pay rent into four equal installments each after three months. The due dates for payment shall be 30/9, 30/12, 30/3 and 30/6. The payable amount in each installment shall be TZS 99,000,000/= (Tanzania Shilling Ninety-Nine Million Only.)
- c. The rent shall be paid in TZS.
- d. THE LANDLORD shall invoice and issue a valid EFD receipt for the agreed rent amount to THE TENANT, adhering to the agreed payment plan. VAT shall be added to the rental cost upon the issuance of the EFD receipt.

- e. Once a year THE LANDLOARD may increase the rent to the existing TENANT by giving three months notice in writing.

3. TAX OBLIGATIONS

- a. THE TENANT shall be solely responsible for complying with all applicable legal and statutory requirements, including, but not limited to, the payment of government taxes such as Withholding Tax (WHT) and Value Added Tax (VAT) at the prevailing statutory rates. The rent specified herein is exclusive of VAT.
- b. THE TENANT shall be responsible for deducting WHT from the rental payments at the rate prescribed by the Tanzania Revenue Authority (TRA) and shall remit the same to the TRA on behalf of THE LANDLORD. THE TENANT shall provide THE LANDLORD with the official WHT payment receipt along with the receipt for rent payment.
- c. THE TENANT shall pay rates, duties and any other levies imposed by the Government, Revenue Authority, Municipal Council or other authority base on the business requirements.

4. TENANT'S COVENANTS

THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:

- a. To pay rental charges as herein above agreed.
- b. To keep in tenable condition the interior of THE PROPERTY.
- c. To yield up the premises at the end of the tenancy in good and tenable repair and condition, reasonable wear and tear accepted.
- d. THE TENANT shall purchase his own electricity recharge (LUKU), Water Bills as per requirement as it's not included in rent and service charges.
- e. To responsibly respect the use of all common areas or facilities.
- f. TENANT shall pay for all necessary repairs to the premises caused by THE TENANT's negligence or by their guests' or invitees' negligence or carelessness or intentional acts.
- g. THE TENANT shall notify the Landlord immediately upon discovering any substantial damage or any needed repair in the Premises that is structural or non-routine and requires the Landlord's attention and remedy.
- h. THE TENANT shall not, without the express prior written consent of the Landlord, make any structural modifications, alterations, additions, or decorate the Premises by painting or otherwise.

5. SUB-LETTING AND ASSIGNMENT

- a. THE TENANT shall not at any time during the said term lease, sub-let or otherwise part with possession of the premises or any part thereof.

6. TERMINATION AND DEFAULT

- a. Rent paid is non-refundable in case where THE TENANT terminates the lease before expiry date.

- b. THE LANDLORD will be liable to refund THE TENANT if THE LANDLORD chooses to terminate the lease before expiry date. The refund amount shall be for the period remaining prior to expiry.
- c. If the Tenant breaches any covenant (e.g., non-payment of rent, unlawful use), THE LANDLORD shall give the Tenant fourteen (14) days written notice to remedy the breach. If the Tenant fails to remedy the breach within this period, the Landlord shall have the right to legally terminate THE AGREEMENT and re-enter THE PROPERTY.

7. END OF LEASE

- a. In case THE TENANT does not wish to renew the lease, he/she must provide THE LANDLORD with Three Month notice prior to the expiry of the lease period.
- b. Prior to expiry, both parties will inspect THE PROPERTY for damages other than normal tear and wear.
- c. In case there is damage resulting from THE TENANT's misuse or neglect, THE TENANT shall cover the cost of repair.

8. MISCELLANEOUS

- a. This Agreement shall be governed by and construed in accordance with the laws of Tanzania.
- b. Any dispute arising from this Agreement shall first be resolved through good faith negotiation between the parties. If the dispute is not resolved within thirty (30) days, it shall be referred to and finally resolved by Arbitration in Dar es Salaam in accordance with the Arbitration Act, Cap. 15, or any statutory modification or re-enactment thereof.
- c. This agreement constitutes the entire agreement between THE LANDLORD and THE TENANT, superseding all previous agreements.
- d. No additional or variation or cancellation of this lease agreement shall be of any force unless reduced to writing and signed by all the parties or their duly authorized representatives.

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seal in manner and on the dates hereinafter appearing

SEAL with common seal of the said
THOMAS JUSTINE UIISO and delivered
 at _____ in the presence of us
 on this ___ day of _____ 2025

} _____
 THE LANDLORD



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In the presence of:

Name: NICTOLANUS S. DJAJARDA

Signature: [Signature]

Designation: ACC

Date: 01/10/2025

BEFORE ME:

Name: John Lingopola

Signature: [Signature]

Address: 31909, Dar es Salaam

Qualification: **ADVOCATE AND COMMISSIONER FOR OATHS**



SEAL with common seal of the said

JS ELECTROMECH LTD and delivered

at _____ in the presence of us

on this ___ day of ___ 2025

[Signature]
THE TENANT

In the presence of:

Name: AMINA S KUBESA

Signature: [Signature]

Designation: DIRECTOR OF FINANCE

Date: 1st Oct 2025



BEFORE ME:

Name: John Lingopola

Signature: [Signature]

Address: 31909, Dar es Salaam

Qualification: **ADVOCATE AND COMMISSIONER FOR OATHS**



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APPENDIX A

RENT BASIS AND PAYABLE AREAS *(Related to Section 2 – Rent and Payment)*

This Appendix forms an integral part of the Lease Contract and is to be read together with **Section 2 (Rent and Payment)**.

1. Purpose of the Appendix

This Appendix clarifies that the rent payable under the Lease Contract is calculated **in respect of the leased buildings only**, as detailed below, and not for undeveloped or open land.

2. Leased premises covered by rent

The agreed rent covers the following developed structures within the leased property:

No	Description of building	Area coverage
1	Factory building	3,200 square meters(m ²)
2	Office building	100 square meters (m ²)
3	Storage building	648 square meters (m ²)
4	Total leased Area	3,948 square meters (m²)