

LEASE AGREEMENT

BETWEEN

**ADAM BENSON MANGOMANGO
REHEMA KANOGA MANGOMANGO
GEMMA BENSON MANGOMANGO**

AND

LONGMEN WORLD LIMITED

Drawn by:

ELIYA MWINGIRA
ADVOCATE

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This **AGREEMENT** is made on this 28 day of 11 2024

BETWEEN

ADAM BENSON MANGOMANGO, REHEMA KANOGA MANGOMANGO, GEMMA BENSON MANGOMANGO three different adults natural person whose postal address is P.O. Box 3218, Dar Es Salaam – Tanzania, Phone number +255 655966788
(hereinafter called the "**Lessor**" which expression shall where the context so admits, include its successors and assign in title) of the one part,

AND

LONGMEN WORLD LIMITED a limited company registered in Dar es Salaam whose postal address is P.O. Box 5491, Dar Es Salaam – Tanzania, Phone number +86 159 8987 8396 and +255 763 596 752 (hereinafter called the "**Lessee**" which expression shall where the context so admits, include its successors and assign in title) of the other part,

INTRODUCTION

- A. WHEREAS**, the Lessor is the OWNER of the land located on Plot No. 29658, Plot No. 29661 and some of the parts in Plot No. 29663, Mbezi Beach Area, Luventi, Dar Es Salaam. (hereinafter referred to '**The Property**'),
- B. WHEREAS**, the Lessee is desirous of entering into a LEASE AGREEMENT for warehouse mainly and partly three-wheeler or two-wheeler assemblies (Light industrial uses) as well as residential use of its employees, use purposes (hereinafter referred to as '**The Lease**') of said property on the terms and conditions here-in-after appearing,
- C. AND WHEREAS**, the parties desires to enter in to the lease agreement of the property;

NOW THIS AGREEMENT witnesseth as follows:-

ARTICLE ONE

1.0 DEFINITIONS

1.1 In this agreement unless the context otherwise provides:-

"Agreement" Means this **Lease Agreement** between the parties of the said property;

Adam Benson Mangomango

Rehema Kanoga Mangomango

Gemma Benson Mangomango

"Consideration" Means sum of Tanzanian shilling Three Million (3,000,000 TSH) per month at the end of initial fifteen (15) years, The rent will grow to five million (5,000,000 TSH) in the last three years.

The 'rent' to be paid is Inclusive of **withholding tax (10%)** for payment at TRA, i.e. the lessee will not be required to pay anything other than the consideration.

"Law" Means the laws of the United Republic of Tanzania;

"Lease Period" Means the tenure of this Lease Agreement which is for a total period of eighteen years (18) years; Leasing period will commence from 1st day of April 2025, and, will end on 30th day of March 2043.

"Parties" Means the signatories to this Agreement and or their validly constituted representatives authorized to sign this Agreement;

"Property" Means the land and Building located on Plot No. 29658, Plot No. 29661 and some of the parts on Plot No. 29663, Mbezi Beach Area, Dar Es Salaam, subject to this lease.

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing Persons shall include Companies.

ARTICLE 2

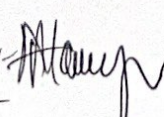
2.0 THE PROPERTY & PURPOSE


2.1 THE PROPERTY Means the entire land located on located on Plot No. 29658, Plot No. 29661 and some parts of the in Plot No. 29663 Mbezi Beach Area, Dar Es Salaam. As no title deed has been obtained for this plot, the Lessee is not in a position to investigate the ownership, nature (purpose) of use and exact area of the Plot, but the Lessor undertakes and warrants that the following statements are true:

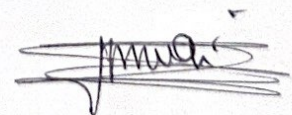
2.1.1 The Property is owned by the leasor;

2.1.2 The Property is of commercial and residential nature (purpose).

2.1.3 Once the lessee builds walls or buildings, the land in the area enclosed by the walls or covered by the buildings will be within the lessee's lease. The Lessor shall have no objection during the lease term of this Lease Agreement.

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- 2.2 The Lessee intends to use for the running and operation of his business, as agreed. Warehouse mainly and partly assembly or processing for light industry (including but not limited to three-wheeler or tow-wheeler assemblies or Aluminum windows or doors assembly etc) as well as residential use of its employees

ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

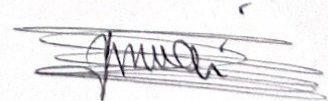
- 3.1 That, the agreed rent per month is the sum of Tanzanian shilling Three Million (3,000,000 TSH) per month, for the first 15-year Lease Period from the leasing agreement date.
- 3.2 That, after the end of initial first fifteen (15) years, the rent will increase to not exceed five million (5,000,000TSH) per month.
- 3.3 The 'rent' to be paid is Inclusive of **withholding tax (10%)** for payment at TRA,i.e. the lessee will not be required to pay anything other than the consideration.
- 3.4 That, the said rent consideration will be deposited on or before the starting of the new year from date of the leasing period, and the payment will be for the lump sum of 12 months' rent.
- 3.5 The lessee has the right to request the following documents from the lessor before paying the rent: (1).A letter of certification from the court showing the lessor as the property administrator ;(2).Copy of the request for the original title deed and the copy of request for the new title deed.
- 3.6 That, the said rent will be deposited in the lessor bank account, with details as follows;
- Bank name: NMB BANK PLC
Account name: REHEMA MANGOMANGO
Account Number: 21402900008
- 3.7 The Lessee shall be entitled to pay the consideration by cash or from his personal or any (including personal or company) bank account nominated by him. The Lessee shall notify the Lessor in writing (including by e-mail) prior to payment.

ARTICLE 4

4.0 LESSOR'S CONVENANTS

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The Lessor hereby covenants with the Lessee as follows:

- 4.1 That Lessor has the powers of leasing the Property, and that He has a good and subsisting right, title and interest, and with full powers to lease in the manner herein provided.
- 4.2 The Lessor has the power to enter into and perform her obligations under this Agreement and has taken all necessary actions to authorize the entry into and performance of this Agreement.
- 4.3 The entry into and performance of this lease Agreement, does not conflict with any law or regulation or any official or judicial order governing the Lessor or to which the Lessor is subject to.
- 4.4 The Lessor shall permit the Lessee, its agents, its employees and such persons to enjoy possession of the Property in respect of any activity relating to and/or connected with the operation of the Property business as per the purpose use agreed.
- 4.5 That, the Lessor shall permit the Lessee, to build a New Warehouse or Workshop or necessary residential house, at the Property under the cost of the Lessee with the mutual agreement that not allowed to demolish or to remove anything at the structure/ buildings/ development if they make a decision to vacate the property at the end of contract or before if they choose to terminate the contract before lapse of 18 years.
- 4.6 The lessor shall notify the lessee as soon as he obtains the title deed and submit a copy of the title deed to the lessee within three (3) days
- 4.7 The lessor shall apply for and connect the site to the municipal water supply and grid electricity supply from the water and electricity companies. It shall also set up independent water and electricity meters for the site. The work shall be completed within one month after the signing of this contract and the related costs shall be borne by the lessor.
- 4.8 **Right to Renew**
 - 4.8.1 The Lessor shall grant the Lessee the first right to renew the lease agreement at the end of the contract, as long as the Lessee intends to remain in occupation. If the Lessee wishes to exercise its rights to renew this Agreement, it shall, no later than eighteen (18) months before the expiry of the Term, send written notice to the Lessor (the "**Renewal Request**"). The Renewal Request shall set out, in reasonable detail, the proposed terms on which the Lessee proposes to renew this Agreement including, without limitation:

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4.8.1.1 the requested term of the renewal;

4.8.1.2 the Rent amount proposed to be paid by the Lessee to the Lessor during this period; and

4.8.1.3 any other terms applicable thereto.

4.8.2 The Lessor shall, within thirty(30) days of receipt of the Renewal Notice, give the Lessee written confirmation of its acceptance or rejection of the Renewal Request.

4.8.3 If the Lessor accepts the Renewal Request, the Lessor and the Lessee shall enter into good faith negotiations to reach agreement in relation to the terms of any renewal of this Agreement. If the Lessor and the Lessee cannot, no later than six (6) months before expiry of the Term, reach such Agreement, the Lessee's right of renewal under this Clause shall immediately cease to be of any force or effect.

4.8.4 Nothing in this Clause shall obligate the Lessor to accept any Renewal Request.

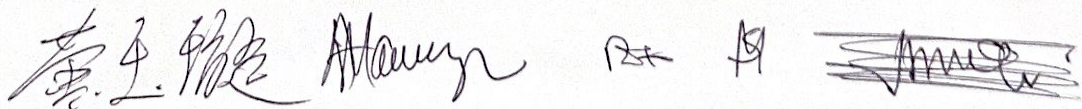
4.9 Right of First Option

The Lessor shall grant the Lessee the first right of option to purchase the property and premises should they want to sell the property/premises. That upon the sale of the property to a third person, the leasing right of the Lessee will remain undisturbed, until the end of the leasing period.

4.9.1 If at any time during the Lease Period, the Lessor receives a bona fide offer from a third-party to purchase the Property (the "**Third-Party Offer**"), which offer the Lessor wishes to accept, the Lessor shall promptly deliver to the Lessee a written notice of setting out, in reasonable detail, all material terms and conditions of the Third-Party Offer (the "**ROFR Notice**").

4.9.2 The Lessee shall have fourteen (14) days (the "**ROFR Period**") to elect to purchase the Property on terms and conditions no less favourable than those set out in the Third-Party Offer by delivering written notice (the "**ROFR Acceptance Notice**") to the Lessor. Any ROFR Acceptance Notice delivered by the Lessee under this Clause shall be irrevocable.

4.9.3 If the Lessee does not deliver a ROFR Acceptance Notice within the ROFR Period, the Lessee shall be free to sell the Property to the third-party on such terms as the Lessor shall consider acceptable.

The bottom of the page features several handwritten signatures and initials. From left to right, there is a large signature in Chinese characters, followed by the name 'Maurice' in cursive, and then three sets of initials or smaller signatures: 'Rt', 'H', and a signature that appears to be 'Amal'.

- 4.9.4 Nothing in this Clause shall be construed as obligating the Lessor to offer to sell or actually sell the Property to the Lessee or any other person.
- 4.9.5 The Lessee's rights under this Clause may not be assigned or transferred without the prior written consent of the Lessor.
- 4.10 The lessor's successors include (to landlord's successors). The Lessor warrants that none of his/her successors have any objection to the Lessor signing the Agreement and shall attach a letter of information (scanned copy) signed by their successors in his/her own handwriting as an annexure to the Agreement.

ARTICLE 5

5.0 LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor as follows:

- 5.1 He has the power to enter into and perform its obligations under this Agreement and has taken all necessary actions to authorize the entry into and performance of this Agreement.
- 5.2 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms.
- 5.3 That He shall pay the said consideration in the manner provided herein or as shall be agreed in writing.
- 5.4 That He shall apply for and obtain all necessary permits and licenses from the relevant authorities for operating her business within the property.
- 5.5 To take out and maintain adequate insurance cover over all their assets located within the property,
- 5.6 The Lessee shall always keep the property in good condition.
- 5.7 The Lessee shall be solely responsible for payment of electricity and water bills connected with the property.
- 5.8 The Lessee may partly sublease the Property without the consent of the Lessor.
- 5.9 The Lessee has a right to register this leasing agreement to the government authority, as required under applicable law, since it's the long-term lease agreement. That will include Lessee paying necessary required fees.
- 5.10 If the lessee encounters any third party other than the lessor claiming ownership or any right to use the property during the development, construction_or use of the property, the lessee shall be entitled to terminate the

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payment of rent immediately. The Lessor shall be liable for any loss caused to the Lessee by the third party's claim.

5.11 Upon signing of this Lease Agreement, the lessee shall have the right to post a Notice on the plot as follows: LONGMEN WORLD LIMITED has leased this Plot No. 29658, Plot No. 29661 and some of the parts in Plot No. 29663, Mbezi Beach Area, Luventi (this area land) for a period of 18 years. If anyone has any objections to this, please notify us. Contact number: +255 763 596 752 or +255 765 610 256

ARTICLE 6

6.0 FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations in this Agreement where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

ARTICLE 7

7.0 TERMINATION AND DISPUTE-SETTLEMENT CLAUSE

TERMINATION

Should any party wants to terminate this agreement, shall issue a thirty (30) days written notice to the other party, explaining the intention of terminating this agreement, and both parties shall convene a meeting to discuss the way forward on the implementation.

Its hereby agreed that, if the Lessor wants to terminate this agreement for convenience before the end of leasing period, the Lessor shall be required to compensate the Lessee amount of money invested in the said property as according to the valuation, at that time. The preceding shall not apply in relation to termination by the Lessor as a result of a breach by the Lessee of its obligations under this agreement.

It is further agreed that, if this agreement is terminated as a result of a breach by the Lessee, the Lessee shall immediately on the effective date of termination and



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5.3 That He shall pay the said consideration in the manner provided herein or as shall be agreed in writing.

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5.5 To take out and maintain adequate insurance cover over all their assets located within the property,

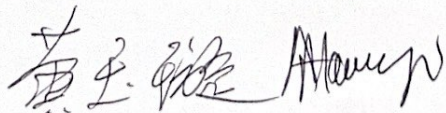
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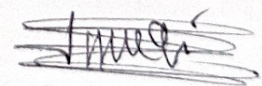
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ARTICLE 7

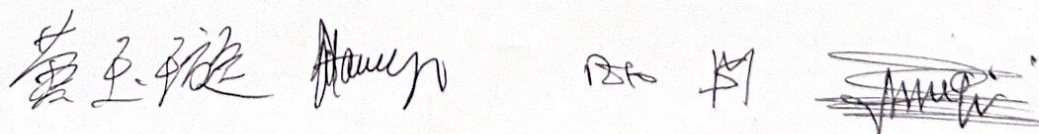
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It is further agreed that, if this agreement is terminated as a result of a breach by the Lessee, the Lessee shall immediately on the effective date of termination and



at its sole cost (i) vacate the property; (ii)(to the extent required by the Lessor) remove the works (or any portion thereof) or any other fixtures constructed by or for the Lessee; and (ii) make good all damage caused by the Lessee as a result of such removal.

DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein. If the parties are not able to settle such dispute within sixty (60) days of notification of a dispute by either party the matter will be referred to the court with Jurisdiction as governed by the Laws of the United Republic of Tanzania.

ARTICLE 8

8.0 MISREPRESENTATION

The parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

ARTICLE 9

9.0 CONFIDENTIALITY

Both parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and /or otherwise) arising from or in connection with this Agreement confidential and to treat such information with the highest of care.

ARTICLE 10


10.0 APPLICABLE & GOVERNING LAWS

This Agreement is governed by the laws of the United Republic of Tanzania. Any matters or questions arising in relation to its interpretation shall be interpreted in accordance with the laws of the United Republic of Tanzania.

IN WITNESS HEREOF, the Parties hereto have executed this **LEASE AGREEMENT** on the date and year first herein above written in the following manner:

SIGNED at Dar Es Salaam by the said
ADAM BENSON MANGOMANGO
REHEMA KANOGA MANGOMANGO
GEMMA BENSON MANGOMANGO

In my presence


.....
Lessor 1 Lessor 2 Lessor 3



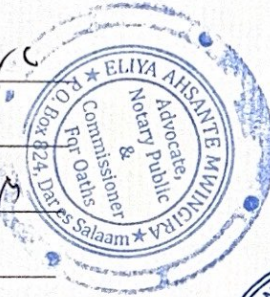
this 28 day of 11 2024

Name Eliza Mwingiro

Signature ~~Eliza Mwingiro~~

Address 659/1 Dar es Salaam

Qualification Advocate



SIGNED at Dar Es Salaam by the said **LONGMEN WORLD LIMITED**

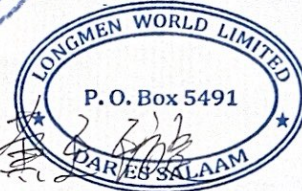
.....
In my presence
this 28 day of 11 2024

] Name Eliza Mwingiro

Signature ~~Eliza Mwingiro~~

Address 659/1 Dar es Salaam

Qualification Advocate



LESSEE

Eliza Mwingiro

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~~Eliza Mwingiro~~