

LEASE AGREEMENT

This Lease Agreement made on this 26th day of July, 2023

BETWEEN

EMCL GROUP COMPANY LIMITED of P.O. Box 3059 **Mwanza** (Hereinafter called the “**the Landlord**”) of one part;

AND

STEN MINING SOLUTIONS LIMITED of P.O. Box 13218 **Dar Es Salaam** (Hereinafter called “**the Tenant**”) of the other part;

WHEREAS:

- A. The **Landlord** is the lawful Owner of House at the landed property situated at **Plot No. 51 & 52 Block “U” Usagara Trading Centre, Misungwi District in Mwanza Region** and the said Landlord agrees to lease a Yard, Office and Warehouse in the said Landed Property to the Tenant in accordance with terms as stated herein below.

AND WHEREAS:

- B. The Tenant is willing and able to rent a Yard for Machinery Parking, Office Space and Warehouse for Equipment Storage in the said Landed Property on the agreed rental amount as stated herein below.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. The Landlord leases to the Tenant a Yard, Office Space and Warehouse to hold the same in terms of this lease agreement.
2. The agreed lease period shall be Five (5) years commencing on 12th January, 2024 through to 11th January, 2029 and thereafter the renewal shall be automatic unless either party gives a reasonable notice of non-renewal.
3. The agreed monthly rental amount payable is Tanzanian Shillings One Million Five Hundred Thousand only (T.Shs. 1,500,000.00) subject to the withholding amount forming the 10% of tax.
4. That the Landlord hereby accept receipt of the payment for six (6) months amounting to Tanzanian Shillings Nine Million only (T.Shs. 9,000,000.00) paid upon signing of this lease agreement and subsequent payments shall be done upon the lapse of six (6) months.



5. The parties agree herein that the lease agreement may be renewed upon expiry.
6. The Tenant shall use the leased room for office use only.
7. The Tenant shall pay for electricity bills, water and other bills and subscriptions to the relevant authorities and entities.
8. Moreover, the Tenant shall be responsible for the safety /security and housekeeping costs.
9. That, in case of any sort of repairs or affixtures and appliances, the parties to this lease agreement shall agree on the manner of making such repairs and where it is agreed that the cost of the same is to be borne by the tenant, the said cost shall be deduct from the monthly rent.
10. That, all the appliances purchased by the tenant and where the Landlord desires them to remain as part of the house, then the cost of the same shall be deducted from the monthly rent.
11. Should either party intend to terminate this lease agreement, then a Notice notifying the other part of that intention shall be given not less than three (3) months of the termination date.
12. The Tenant shall not assign, underlet or part with the possession of the leased house or any part thereof without the prior written consent of the Landlord.
13. The Tenant having paid the agreed rental amount and observing the terms stipulated herein shall peacefully enjoy the use of the leased house without any interruption by the Landlord or person claiming any right.
14. At the end of the term the Tenant shall return the leased house to the Landlord in the repairable condition required by this lease. The Tenant shall not be entitled to remove any structures erected on the leased house and more so the Tenant shall not claim any monetary compensation for any structural alterations done in terms of Clauses 9 and 10 of this lease agreement
15. This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to this lease agreement.




16. Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
17. A written notice shall be delivered by hand or sent by registered post. A correctly addressed notice sent by registered post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
18. This lease shall be governed by and construed in accordance with the law of the United Republic of Tanzania.
19. The Landlord and the Tenant irrevocably agree to submit any dispute over any claim or matter arising under or in connection with this lease or the legal relationships established by it that cannot be resolved amicably for final resolution by arbitration.
20. Referring disputes to arbitration does not affect a party's right, where appropriate, to seek an immediate remedy for an injunction, specific performance or similar court order to enforce the obligations of the other party.
21. Each of the parties hereto shall be excused from the performance of its obligations by any event of Force Majeure. Force Majeure events are defined to include causes beyond the control of the Landlord or Tenant including without limitation to acts of God, regulations or law of any government, war, civil commotion, destruction of production facilities materials by fire, earthquake or storm, epidemic and failure of public utilities.

IN WITNESS WHEREOF THIS AGREEMENT has been signed on date, month and year by and on behalf of the parties hereto by persons dully authorized in this behalf.

**SIGNED, SEALED and DELIVERED
at DAR ES SALAAM for and on behalf of
EMCL GROUP COMPANY LIMITED
(the Landlord)**



NAME: KULWA ELIAS NZUKI
SIGNATURE: 
DESIGNATION: DIRECTOR
DATE: 12TH JANUARY, 2024

IN THE PRESENCE OF:


NAME: FABIAN MAYENGA
SIGNATURE: 
DESIGNATION: COMPANY SECRETARY
DATE: 12TH JANUARY, 2024

SIGNED, SEALED and DELIVERED
at DAR ES SALAAM for and on behalf of
STEN MINING SOLUTIONS LIMITED
(the Tenant)



NAME: MAHADIA HERBERT HAULE
SIGNATURE: 
DESIGNATION: MANAGING DIRECTOR
DATE: 12TH JANUARY, 2024

IN THE PRESENCE OF:

NAME: RAJABU JUMA KHALFAN
SIGNATURE: 
DESIGNATION: DIRECTOR
DATE: 12TH JANUARY, 2024

Drawn by:

EMCL Group Company Limited,
P.O. Box 3059,
MWANZA.