

LEASE AGREEMENT

THIS LEASE made this 1st day of January 2025.

BETWEEN

ASSET MANAGEMENT COMPANY LIMITED of postal Address 4709, Dar es Salaam, Tel +255 678 944 990 (hereinafter called "the lessor") which expression shall where the context so admits include its successors and assigns of the one-part.

AND

RKM GROUP LIMITED of postal address P.O Box 9800, Dar es Salaam, Tel +255 716 731 221 (hereinafter referred to as "the Lessee") of the other part.

WHEREAS The lessor is the owner and/or has authority to make disposition on the building situated on Plot No. 54/59 Samora Avenue Dar es Salaam Popularly known as "Twiga House" (hereinafter after referred to as the Demised premises.)

The lessor has agreed to lease the demised premises for the purpose of office accommodation to the lessee on the terms and conditions hereinafter appearing.

AND WHEREAS the Lessee has offered and the Lessor has agreed to lease the aforesaid premises. AND WHEREAS the Lessee intends to use the demised premises for office purposes as stated in this Agreement.

AND WHEREAS for the purposes herein mentioned, the Lessee is willing to lease the demised premises free from any liabilities from the Lessor, and Lessor is willing to lease the demised premises to the Lessee and have it back at the end of the term of this lease likewise free from any liabilities of the Lessee, and in each case in accordance with the terms and conditions stipulated in this Lease Agreement;

1/1/2025
Sign: [Signature]
Date: 1/1/2025
Elizabeth Dominick Nyabige
Advocate, Notary Public & Commissioner
Certified True Copy of the Original
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NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

LEASE PREMISES AND PERIOD

1. **IN CONSIDERATION** of rent hereinafter contained and the obligation on the part of the lessee to be performed and observed, the lessor **HEREBY DEMISES** unto the Lessee office space of 27.65 square meters on the 1st floor at **TWIGA HOUSE TO HOLD** the same for a term of 12 Months with option to renew. For the rent Tsh. 28,000.00 (Twenty-Eight Thousand Only) per square meter (VAT Inclusive) or the equivalent therefore in Tanzania Shillings at the ruling exchange rate per month payable every 3 months in advance provided that the rate of rent and service charge can be changed to match obtaining market trends as may be agreed upon by the parties in writing.
2. The utility charge for demise is Tanzania Shillings Twenty Thousand Only (Tsh. 20,000/=) which shall be paid in every month. The utility charge shall cover security services, waste collection and general cleanness. The said amount shall be paid into the Lessor's account mentioned herein.
3. The payment of rent and utility charge as stated above in paragraph 1 & 2 of this Lease Agreement shall be made through Lessor NMB Account number 20610009101 **ASSET MANAGEMENT COMPANY LIMITED**.
4. The Lessee shall furnish to Lessor the proof of each payment made and the Lessor shall issue a receipt after acknowledgement of the same.
5. The signing of this Contract is the conclusive evidence that the Lessee has agreed on lease period, the rental rate and monthly utility charge mentioned above to the Lessor's account.

THE LESSEE HEREBY COVENANTS

6. The Lessee hereby covenants to the Lessor as follows:

- 6.1. To use the demised premises for office purposes only;
- 6.2. To pay the rent reserved on the days and in the manner aforesaid;
- 6.3. Prompt pay service charge as stipulated in clause 2 of this lease.
- 6.4. Not to make any alterations or additions to the demised premises without the previous consent in writing of the lessor and to keep every part therefore including windows, door fixtures and internal walls in good state and substantial repair reasonable wear and tear damage, by accidental fire or force majeure excepted;
- 6.5. To bear all costs of repartitioning, alterations or additions expressed and implied in the foregoing clause 2 that have been consented to by the Lessor.
- 6.6. Not to do or permit to be done anything in or upon the demised premises or any part therefore which may be or become a nuisance or annoyance to or in any way interfere with the quiet enjoyment of the other occupants of the other occupants of the said building;
- 6.7. Not to do or permit to be done anything whereby any policy of insurance in respect of the demised premises may become violable or void or the premium under the policy to be increased;
- 6.8. Not to assign, under let, sublet or part with the possession of the demised premises or any part therefore without the written consent of the Lessor;
- 6.9. To permit the Lessor or its agent at all reasonable times during the day by prior appointment to enter upon and to view and inspect the condition of the demised premises;
- 6.10. Upon the expiration or sooner determination of the term hereby granted to peaceably yield up the demised premises and all of the Lessor's fixtures and fittings therein to the Lessor or its duly authorized agent or agents in such condition as shall be in compliance with the foregoing covenants.
- 6.11. To permit the Lessor to enter upon the Demised Premises at reasonable times of the day for purposes of inspection, after giving the Lessee three working days' prior written notice of the intention to view the condition of the Demised Premises;

THE LESSOR HEREBY COVENANTS

7. The Lessor hereby covenants to the Lessee as follows:

- 7.1. The Lessee paying the rent hereby reserved and observing and performing the several covenants and conditions as hereinabove on their part, shall peacefully hold unto and enjoy the tenancy of the demised premises throughout the term herein created WITHOUT interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor;
- 7.2. To effect repairs in the interior structure of the demised premises and materials therein;
- 7.3. To keep in good tenantable repair the roof and outside wall of the premise hereby demised;
- 7.4. To settle and discharge electricity bill as shall be expanded by the lessee or its agents on the demised premises;
- 7.5. That the Lessee paying the rent reserved and performing the several covenant and stipulations herein on its part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust it or under the Lessor's authority.
- 7.6. To pay land rent, appointed suppliers or service provider in favor of rendered services provision and any other taxes which may become chargeable by the relevant authorities promptly;

THE LESSOR AND LESSEE JOINT OBLIGATIONS

8. The Lessor and the Lessee hereby expressly agree and declare that:

- 8.1. If rent hereby reserved has not been paid when it is due the Lessee shall communicate to the Lessor the reason for nonpayment of the rent within seven days after the payment thereof becomes due and if the rent reserved or any part thereof shall remain unpaid for another seven days thereafter interest at commercial bank rate shall be payable to the Lessor in addition to the rent.
- 8.2. **WITHOUT PREJUDICE** to the foregoing the Lessor shall have the right to terminate the lease agreement after issuance of one-month notice if the

default in payment has not been made good at the expiry of one month, or if the lessee otherwise contravenes any or all the covenants spelt out under clause 1.

- 8.3. If the lessee shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby created and if on such desire he shall deliver to the Lessor or leave for him or send by registered post to him at his last known address in Dar es Salaam, notice in writing of one month before the expiration of the term hereby granted, or pay three (3) month's rent in lieu of notice and if there shall be no subsisting breach of any of the Lessee's covenants the Lessor shall grant to the Lessee a new lease on the demised premises for a further term to commence from and after the expiration of the present term at the rental rate to be agreed upon between the parties hereto and with and subject and subject to the same covenants and conditions as in this present lease reserved and contained.

9. NOTICE AND EXPIRATION OF THE LEASE

- 9.1. This Lease Agreement is for 12 months period and may be renewed upon both parties and new agreement will be prepared.
- 9.2. Lessee shall give Lessor a written notice of one month before the expiration of term hereby, and if Lessor accepts the notice the term shall be extended but subject to prior payment of the rent.

DISPUTE CLAUSE

10. Any dispute arising from or in connection with this Lease Agreement shall be settled amicably between the parties, failing which the aggrieved party may take legal action at the competent Court of Tanzania.

MISCELLANEOUS PROVISIONS

11. All matters arising from or in connection to this Lease Agreement shall be governed and construed in accordance with Tanzanian laws.

12. This Agreement shall be in the English Language and in two (2) originals each being authentic.

FORCE MAJEURE

13. In the event of force majeure either party shall notify the other party in writing within seven days of its first occurring and should it continue for a period exceeding one month from the date of such notification either party shall be entitled to determine the Agreement, under this clause the right to determine the Lease Agreement shall only apply to that part or parts subject to force majeure.

14. Either party shall be at liberty to terminate this lease before the expiration of the said term by giving the other party one (1) months' notice of his desire to do so and the term shall determine on the expiration of such notice.

IN WITNESS WHEREOF the parties have executed these presents on the day, month, year and manner hereinafter appearing.

With the Common Seal of ASSET MANAGEMENT CO. LTD
SIGNED and DELIVERED at Dar es Salaam by the said
PAMELA NEUMISA duly authorized in that behalf who is
known to me personally/identified to me by _____
.....the latter identified now known to me
Personally, in my presence this 5th day of March 2025.


The Lessor

In the presence of:

Name: MAUNDA RAHTAEN


Signature: 

Qualification: COMMISSIONER FOR COSTS

Postal Address: JOBOTO - TANZANIA


Certified True Copy of the Original
Elizabeth Dominick Nyabige
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 6/10/2025

With the Common Seal of RKM GROUP LIMITED
SIGNED and DELIVERED at Dar es Salaam by the said
_____ duly authorized in that behalf who is
known to me personally/identified to me by _____
.....the latter identified now known to me
personally, in my presence this ___ day of ___ 2025.



The Lessee

Witness:

Name: ROSEMARY WOLFGANG LIMBO
Signature: 
Qualification: MANAGER



In the presence of:

Name: ELIZABETH DOMINICK NYABIGE
Signature: 
Qualification: ADVOCATE
Postal Address: P.O. BOX 5525, D.M.

DRAWN BY
Asset Management Co. Ltd
P. O. Box 4709,
DAR ES SALAAM.

