

**LEASE AGREEMENT**

**BETWEEN**

**HAMISI JUMA PUKUTA (LESSOR)**

**AND**

**Z & D LOGISTICS COMPANY LIMITED (LESSEE)**

This Commercial Lease Agreement ("Lease") is made and effective 13<sup>th</sup> December, 2025, by and between **HAMISI JUMA PUKUTA [Landlord] (LESSOR)** of P. O. Box 25298, Dar es Salaam ,Tanzania and **Z & D LOGISTICS COMPANY LIMITES** of of P.O. Box 160, DAR ES SALAAM Tanzania ("Tenant").

Landlord is the owner of **Plot No. P38987, P38989, P38993, P38994, Ubungo Kusini, Mabibo, Ubungo District, Dar es Salaam Region** and Landlord makes available for lease of mentioned plots.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **1st June, 2025 and ending 30<sup>th</sup> May ,2030**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term.

B. Tenant may renew the Lease for one extended term of another five years . Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Rental.**

Tenant shall pay to Landlord during the Initial Term rental of of forty eighty million (Tsh 48,000,000) per year payable in every year.

### 3. Use

The leased area will be used by tenant for vehicle parking yard and office use.

### 4. Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### 5. Alterations and Improvements

Tenant, at Tenant's expense, shall have the right to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

### 6. Property Taxes

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**7. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

**8. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**9. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if

default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

10. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns

11. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

12. **Governing Law.**


This Agreement shall be governed, construed and interpreted by, through and under the Laws of the United Republic of Tanzania .

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR

HAMISI JUMA PUKUTA

SIGN. Hamisi Juma Pukuta

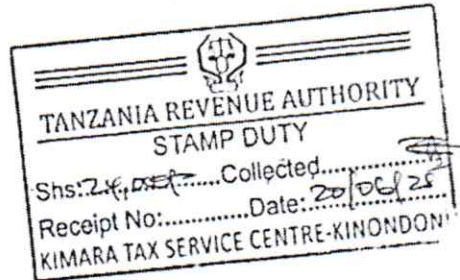
  
Certified as True Copy of the Original  
Hendrick Daniel Matiku  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: H. Daniel Matiku  
Date: 23/12/2021

LESSEE

Z&D LOGISTICS COMPANY LIMITED

Z&D

DIRECTOR

  
TANZANIA REVENUE AUTHORITY  
STAMP DUTY  
Shs: 24,000/- Collected  
Receipt No: ..... Date: 20/06/21  
KIMARA TAX SERVICE CENTRE-KINONDONI

BEFORE ME:

Name: PAUL JOSEPH MBUYA

Signature Paul Joseph Mbuya

Address: P.O.BOX.11963

Designation: ADVOCATE



Z&D LOGISTICS COMPANY LIMITED  
P.O.BOX. 12011  
DAR ES SALAAM