

LEASE AGREEMENT

BETWEEN

REHEMA HAMZA AZIZ

(LESSOR)

AND

CPL APPAREL & TEXTILE CO. LIMITED

(LESSEE)

**RELATING TO THE LEASING OF PLOT No. 55 BLOCK "7" LOCATED AT MWENGE,
INDUSTRIAL AREA IN THE DISTRICT OF KINONDONI IN DAR ES SALAAM CITY**

This Lease Agreement is made on the 1st Day of January, 2026

BETWEEN

Rehema Hamza Aziz with P.O. Box 999 DAR ES SALAAM (hereinafter called "the LESSOR" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in Title) of the other part,

AND

CPL APPAREL & TEXTILE CO. LIMITED a Limited liability company incorporated in Tanzania under the Companies Act, Cap 212 with P.O. Box 36552 DAR ES SALAAM (hereinafter called "the LESSEE" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in Title) of the other part,

WHEREAS

- A. The Lessor is the beneficiary owner of Property Located on Plot No.55 Block "7" Mwenge, Industrial Area within the District of Kinondoni in Dar Es Salaam City (hereinafter called "The Demised Premises")
- B. The Lessee has agreed to rent the demised premises, to hold and enjoy the same for office purposes for a period of 10 Years (10)commencing on 1st January 2026 to 1st January 2036.
- C. The Lessor has agreed to lease the same to the lessee according to the terms and conditions stipulated herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 COMMENCEMENT AND DURATION OF THE LEASE:

- 1.1 The Lease shall be for a term of ten (10) years commencing from 1st January 2026 and ending on 1st January 2036. Payable at the rate of Two Thousand Five Hundred United States Dollars only (2500 USD) per month payable in two (2) installments for the whole period of the tenancy.
- 1.2 The parties herein agree that the period of the lease may be renewed for a further term as shall be agreed upon by both parties at the time of the renewal.

2.0 THE DEMISED PREMISES:

The LESSOR hereby demises unto the LESSEE the PREMISES comprised on Plot No 55 Block "7" located at Mwenge, Industrial Area, within Kinondoni District in Dar es salaam City.

3.0 RENT AND OTHER PAYMENT

- 3.1 The amount of rent payable in terms of this lease is Two Thousand Two Thousand United States Dollars only (2500 USD) per month payable in two (2) installments for the whole period of the tenancy.
- 3.2 The Lessee shall pay the first instalment of the rent amounting to Fifteen Thousand United States Dollars (15,000 USD) for a period of Six months (6) (1st of January 2026 to 31st of June 2026) at a monthly rate of Two Thousand Two Thousand United States Dollars (USD 2500) immediately after the signing of this agreement.
- 3.3 That the remaining instalment amounting to Fifteen Thousand United States Dollars (15,000 USD) for a period of six months(1st of June 2026 to 31st of December 2026) at a monthly rate of Two Thousand Two Thousand United States Dollars (USD 2500) shall be paid on 31st June 2026.
- 3.4 That the LESEE shall pay the rent specified above before taking the tenancy of the premises and the attached facilities commence to count from the date remittance is affected and it is further agreed by the parties that the remittance fee shall be borne by the remitting part.
- 3.5 That the entire above specified rent and service fee shall be paid to the lessor.

4.0 USE OF THE LEASED PROPERTY

- 4.1 The parties agree that the property subject of the lease shall be used for office purpose.

5.0 THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS:

- 5.1 At all material times of the Lease period, to keep the interior and exterior of the demised premises and appurtenances thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decoration, thereof in good repair and fair condition reasonable wear and tear excepted and to clean regularly the internal and external parts of the demised premises including the compound and surroundings.
- 5.2 To permit the LESSOR and its agents and other persons authorized in writing by the LESSOR to enter the demised premises at all reasonable times during the day time with prior consent of the LESSEE, such consent not to be unreasonably withheld for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants herein contained.
- 5.3 To be responsible for and to indemnify the LESSOR against all damages occasioned on the demised premises or any part of the building, or to any person caused by any act, default or negligence of the LESSEE or the servants, licensees or invitees of the LESSEE.
- 5.4 At the expiration or sooner determination of the said term, to peacefully surrender and yield upon to the LESSOR the demised premises in good and maintenance repair and condition reasonable wear and tear accepted.
- 5.5 From the date of actual occupation of the demised premises, to pay all rates, taxes and other charges for the use of garbage collection, water and electricity in respect of the demised premises during the said term payable in respect of the demised premises.
- 5.6 Not to assign, sublet or otherwise part with possession of the demised premises or any parts thereof without prior written consent of the LESSOR, such consent not to be unreasonably withheld.
- 5.7 Not to permit or suffer to be made any alterations in addition to the demised premises without the prior written consent of the LESSOR such consent not to be unreasonably withheld.

- 5.8 At the expiry of the Lease to take away movable fixtures, additions or structures placed in or upon or attached to the demised premises by the LESSEE unless otherwise covenanted upon written notice to the LESSOR, and the LESSEE shall make good to the satisfaction of the LESSOR all damages thereby occasioned to the demised premises and restore the same to their original state and condition, tear and wear excepted.
- 5.9 Not to do anything that will invalidate any possible policy of insurance against fire or which may increase the premium in respect of the demised premises.
- 5.10 Not to store or bring upon the demised premises any articles of combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the demised premises.
- 5.11 To pay and make good to the LESSOR every loss and damage whatsoever incurred or sustained by the LESSOR as a consequence of every breach and non- observance of the LESSEE'S covenants herein contained and to indemnify the LESSOR against all actions, claims, liability, costs and expenses arising there from.

6.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- 6.1 The LESSEE paying the rents herein, before reserved and performing and observing the several conveners and stipulation herein on his part contained shall peacefully hold and enjoy the demised premises during the term created without unlawful
- 6.2 The LESSOR shall allow the LESSEE to conduct modifications inform of maintenance on structures existing at the premises at the time of executing this lease agreement.
- 6.3 During the continuance of the said term, to keep and maintain the demised premises in a state of good structural repair and in a condition suitable for human habitation (proper state of repair) and on receipt of notice from LESSEE remedy major structural fault or faults of construction effecting the convenient and proper use or occupation provided that such faults are not attributable to neglect on the part of the LESSEE, his agents or employees.

7.0 IT IS HEREBY AGREED AND DECLARED by and between the LESSOR and LESSEE that:

- 7.1 In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire, or any other force of nature which shall not have been caused or contributed to by the act, negligence or default of the LESSEE as to be unfit for occupation and use, then the rent hereby reserved or a fair proportion hereof according to the nature and extent of the damage sustained shall be suspended until the demises premises shall again be rendered fit for occupation and use.
- 7.2 If the LESSEE shall be desirous of taking a new lease of the demised premises after the term hereby granted, the LESSEE shall communicate of such desire to the LESSOR or send by registered post to the LESSOR's address in Tanzania notice in writing not less than three (3) months before the expiration of the said term.
- 7.3 Any notice under under clause 7.2 Lease shall be in writing. Any notice to the LESSEE shad' be sufficiently served if left addressed to it on the demised premises or by way of email to the Lessor or the duly appointed agents. Any notice to the LESSOR or their appointed agents shall be sufficiently served if delivered to his registered office or through the address of his duly appointed agent
- 7.4 That either party may terminate this agreement provided that the party wishing to terminate has issued a three (3) months prior notice of an intention to terminate the agreement and there shall be calculated the refundable rent in proportionate to the unoccupied period of the lease.
- 7.5 This Lease may be also terminated if the LESSEE fails to observe or fulfil or perform any material covenant or obligation under this lease and such default continues for a period of Six (06) month after the LESSOR serves notice of such default to the LESSEE. Upon termination of this lease, all amounts due and owing between the parties shall become immediately due and payable.
- 7.6 This Lease, its implementation and operation shall be construed and interpreted in accordance with the law of the United Republic of Tanzania.
- 7.7 That any dispute that may arise out of this agreement shall be subject to the jurisdiction of the courts within the United Republic of Tanzania.

IN WITNESS whereof the parties herein have hereto executed this Agreement on the day, month and year in the manner as hereinafter appearing.

SIGNED and DELIVERED at Dar es Salaam by the said
REHEMA HAMZA AZIZ who is known
to me personally/introduced to me
by..... the later being known to me
personally this ...01.....day of January..., 2026.

} *RAZIZ*
.....
LESSOR

BEFORE ME:



AFFIXED with the COMMON SEAL/STAMP of
CPL APPAREL & TEXTILE CO. LIMITED
COMPANY LIMITED at Dar es Salaam in our
presence this01..... day of January....., 2026.

} *[Signature]*
.....
LESSEE



BEFORE ME:

