

SUB-LEASE AGREEMENT

THIS SUB-LEASE is made this 1st day of January 2020

BETWEEN

GRUMETI RESERVES LIMITED

AND

GRUMETI CONSTRUCTION LIMITED

Drawn by:

**Mawalla Advocates,
Mawalla Road, Mawalla Heritage Park,
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SUB- LEASE AGREEMENT

THIS AGREEMENT is made this 1st day of January 2020

BETWEEN

GRUMETI RESERVES LIMITED, a private company limited by shares registered under the Companies Ordinance (Cap. 212) as repealed and replaced by the Companies Act, No. 12 of 2002 of the Laws of the United Republic of Tanzania whose address is Postal Office Box Number 65, Mugumu, Tanzania (hereinafter called "**the Sub-lessor**") which expression shall include and extend to persons deriving title under the Seller, its successors and assigns) of the one part;

AND

GRUMETI CONSTRUCTION LIMITED, a private company limited by shares registered under the Companies Act, No. 12 of 2002 of the Laws of the United Republic of Tanzania whose address is Postal Office Box Number 65, Mugumu, Tanzania (hereinafter referred to as "**the Sub-lessee**") which expression shall where the context so admits include it's successors and assigns of the other part;

WHEREAS the Sub-Lessor is the lawful lessee of Plot No. 98 comprised under Certificate of Title No. 16028 situated in Makundusi Village Serengeti District (The demised property) and has agreed with the Sub-lessee to enter into a sublease agreement in respect of 450 square meters of the above mentioned Demised Property subject to the terms and conditions herein below and the Sub-Lessee has agreed to the same;

NOW THIS AGREEMENT WITNESSETH;

1.0 GRANT OF SUBLEASE

It is agreed that the Sub-Lessor shall bestow upon the Sub-Lessee in respect of the Demised Property the same rights, privileges and conditions as are bestowed upon the Lessee under the Lease Agreement which this sub-lease is derived from in

respect of the Demised Property. The Sub-Lessee shall ensure strict adherence to the conditions set by the Sub-lessor in this Agreement.

2.0 THE PROPERTY

- 2.1 That the subleased office space which is the subject matter of this Agreement is 450 square meters of the Demised Premises together with all improvements and developments thereon.
- 2.2 It is agreed that the Sub-Lessor shall bestow upon the Sub-Lessee in respect of the Demised Property the same rights and privileges as are bestowed upon the Sub-Lessor under the Lease and in respect of the Demised Property.

3.0 COMMENCEMENT, DURATION, AND RENEWAL OF THE SUBLEASE

- 3.1 This Sub-Lease shall commence on the 1st day of January 2020 the date on which the Lessee shall take possession of the Demised Premises and shall expire on 31st day of December 2025 .
- 3.2 The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

3.0 RENT

- 3.1 The annual rent payable by Sub-Lessee to the Sub-Lessor with respect to the leased space agreed between the Sub-lessor and Sub-lessee is **United States Dollars One Thousand Five Hundred** net being inclusive of all levies and service charges.
- 3.2 The said rent in 3.1 above shall be paid in advance annually.

4.0 SUB-LESSEE'S COVENANTS

5.1 The Sub-Lessee covenants with the Sub-Lessor and agrees as follows;

5.1.1 The Sub-Lessee shall not materially or knowingly contravene or knowingly permit any material contravention of any law, by-law or regulations relating or affecting the occupation of the Demised Property.

5.1.2 The Sub-Lessee shall not materially or knowingly contravene or knowingly permit any material contravention of:

5.1.2.1 any of the conditions of the Lease and under which the Demised Property is owned which includes land use of the Demised Property,

5.1.2.2 any laws which the Sub-Lessor is required to observe by reason of its tenancy of the Demised Property.

5.1.3 The Sub-lessee shall not sublet any leased part of the Demised Property during the whole period of this Agreement.

6.0 OPTION TO RENEW

6.1 The Sub-Lessee shall be entitled to renew this Sub-Lease Agreement on the same basis as the Sub-Lessor is entitled to renew its Lease on the Demised Property.

6.2 Where the Lease is renewed in favor of the Sub-Lessor, the Sub-Lessee shall have the first option in writing to renew this Sub-Lease for a similar or lesser period of time, upon similar terms or as agreed between the parties.

7.0 INDEMNITY

good condition and properly cleaned, within the period reasonably required in the notice.

- 16.2 If the Sub-Lessee fails to comply within that period the Sub-Lessor may do the work and charge the expense to the Sub-Lessee. The expense shall be a debt due from the Sub-Lessee to the Sub-Lessor.

17.0 MISCELLANEOUS PROVISIONS

- 17.1 This document constitutes the sole record of the agreement between the parties with regard to the subject matter hereof and supersedes any prior oral or written agreements or arrangements with respect to the subject matter of this Agreement.
- 17.2 This Agreement or any rights and/or obligations arising under it may only be assigned to a Third Party with the written consent of the other Party. For avoidance of doubt such written consent should not be unreasonably withheld.
- 17.3 No party shall be bound by any representation, warranty, promised or the like not recorded herein.
- 17.4 No addition to or variation or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of both parties.
- 17.5 No indulgence which any party may grant to any other shall constitute a waiver of any of the rights of the said party, who shall not thereby be precluded from exercising any rights against the other party which may have arisen in the past or which may arise in the future.

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

SEALED with the COMMON SEAL of
GRUMETI RESERVES LIMITED in our
presence on this 1st day of January 2020



SUB-LESSOR

Name: GRAHAM JACK LEDGER

Signature: 

Qualification: Director

Name: LEMMY BARTHOLOMEW KIMARIYO

Signature: 

Qualification: Director/Company secretary

SEALED with the COMMON SEAL of the
GRUMETI CONSTRUCTION LIMITED in
our presence this 1st day of January 2020



SUB-LESSEE

Name: GRAHAM JACK LEDGER

Signature: 

Qualification: Director

Name: JACKLINE SAMSON TWEVE

Signature: 

Qualification: Director/ Company secretary