

**THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT NO. 4 OF 1999
CONTRACT OF LEASE
(UNDER SECTION 64)**

Plot 1829/11 Chole Road Msasani Peninsular, Dar es Salaam

I, WILLIAM TAIRO, (hereinafter called "the Lessor or Landlord") of P.O. Box 62504 Dar es Salaam, HEREBY AGREE to lease the right of occupancy registered under the above reference to:

THE SLOW LEOPARD (TZ) LTD (hereinafter called "The Lessee or Tenant"), company number 138951.

- A. WHEREAS, THE Landlord HEREBY lets and the tenant take on Plot 1829/11, Chole Road, Msasani Peninsular Dar es Salaam, as per the description in this agreement, for the term of 4 years and 0 months, by paying rent in accordance with the terms and conditions of this lease.**
- B. THIS AGREEMENT, amends and/or replaces all previous agreements between these two parties with respect to the demised premise.**

NOW THEREFORE THIS LEASE WITNESSES AS FOLLOWS: -

1.0 DESCRIPTION OF THE LAND

The property to be leased will only include together the main two-story building and staff quarters, currently renovated and operated as a commercial bar, restaurant & hostel, including the fenced garden area, but excluding the four frame commercial complex at the front of the building and the two rooms attached to the frames, (hereinafter called "the Leased Premises or Demised Premises").

2.0 DURATION AND TYPE OF THE LEASE

The term of the lease is 4 years and 0 months (hereinafter referred to as the term, or the term herein created) commencing from the 1st July 2020 to 30th of June 2024. The lease is renewable after expiry of the current term upon terms acceptable to both parties.

3.0 PURPOSE OF THE LEASE

The demised premises are leased for Commercial purposes.

4.0 RENT AND MODE OF PAYMENT OF RENT

4.1 The monthly rent of the Premises will be **Tanzanian Shillings Two Million Two Hundred Thousand Only (2,200,000/-)**.

4.2 The rent is only payable by cheque, or bank transfer to an account as it may be advised by the landlord to the tenant.

4.3 Rent will be payable as follows:-

4.3.1 1 month in advance, on or by the 1st day of the month, unless otherwise informed, or the first day immediately following a bank holiday should the day fall on a bank holiday.

4.4 Rent for the term herein created shall be reviewed after the first 12 mths based on business conditions and may not exceed any previous rental amount between the two parties. Rent may be not be revised in another term.

5.0 DATE OF EXECUTION OF THE LEASE

This lease has been executed on 25th day of June 2020.

6.0 DATE OF DELIVERY OF POSSESSION

Delivery of vacant possession will be on July 1st 2020 and date of commencement of the lease shall be July 1st 2020.

7.0 THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS

- 7.1 At all material times during the said term to keep the demised premises and other Lessor's fixtures and fittings in good and tenantable repair.
- 7.2 The Tenant will operate the demised premises as a bar/restaurant and guesthouse.
- 7.3 To permit the Landlord or his agent, at all reasonable times during the said term with or without workmen to enter upon the demised premises and examine the condition of the premises.
- 7.4 To keep and maintain the exterior including the roof, main walls, drains and the interior of the demised premises water and electric light and power fittings within the demised premises, clean throughout the period of the tenancy.
- 7.5 Not to cut, maim or injure any of the structural walls or timbers of the demised premises or suffer or permit the same to be done without written consent of the Landlord which consent shall not be unreasonably withheld.
- 7.6 To pay all charges for telephone, electricity, water and other services used by the tenant on the premises rented by the tenant during the term of this lease.
- 7.7 To pay the cost of perfecting this lease including registration.

8.0 THE LANDLORD HEREBY CONVENANTS WITH THE TENANT AS FOLLOWS:

- 8.1 That he has good title to the property constituting the demised premises and has the right and full power to demise unto the Tenant the premises in the manner agreed.
- 8.2 That the demised premises are free of encumbrances.
- 8.3 That he will vacate the property prior to the date the lease commences.
- 8.4 That the tenant paying the rent hereby reserved and performing all covenants and stipulations herein on its part shall enjoy occupancy of the demised premises during the terms without any interruption by the Landlord or any person rightful or otherwise claiming under him or in trust for it.
- 8.5 The Lessor grants the Lessee the right to assign the lease to an entity, subject to approval by the Lessor.
- 8.6 The Lessor covenants to repair the Property in respect of any latent defects (inherent problems with the property) or in the event that the Property became unfit for use for reasons out of the lessees control.



- 8.7 The Lessor covenants that he has not breached, and is not aware of any other party that has caused a breach, of any term of the principle lease.
- 8.8 The Lessor covenants to pay and discharge all land rent rates or property tax and assessment payable in respect of the Premises.
- 8.9 In case the Lessor wishes to terminate the lease without any fault on the part of the tenant, the Lessor covenants to pay the money spent on the premises by the tenant during this lease period and any period prior under a previous or separate agreement.

9.0 IT IS HEREBY MUTUALLY AGREED AND DECLARED THAT

- 9.1 This lease will be in two originals, so that each party will retain one original.
- 9.2 For avoidance of doubt, parties hereby agree and covenant that this lease shall bind and continue to bind their heirs, legal representative and successors in title.

10.0 OPTION TO RENEW

- 10.1 The term created herein shall expire at its end that is 4 years and 0 months from commencement provided that if the tenant shall desire to renew the same she shall serve a three months notice to the landlord prior to the expiry day signifying her intention to renew.
- 10.2 The landlord to whom that notice is served must in 30 days of its receipt, communicate his refusal or acceptance to renew the lease.
- 10.3 If in the 30 days of receipt of the notice, no refusal to renew is communicated back to the tenant, the lease shall be deemed to be renewed on the day immediately following the day of its expiry with the terms and conditions as shall be agreed upon by the Parties.
- 10.4 For avoidance of doubt and as a matter of clarity in case no three months notice is preferred by the tenant, this lease shall be deemed renewed immediately after expiry. On terms and conditions to be agreed upon by the Parties.
- 10.5 If this lease will be renewed, unless amended, that renewed lease will adopt the same terms as the ones contained herein except for dates of commencement and other matters which by necessary implication relates only to this initial lease.

11.0 AMENDMENTS



11.1 Either party to this lease may propose any amendments to it.

11.2 Any proposal as to amendment shall have been accepted only if signed by both parties.

12.0 TERMINATION OF THE LEASE

12.1 The Lessor shall be entitled to terminate this Lease Agreement in the event of the Lessee committing a breach of the terms and conditions contained in this Lease Agreement to be observed and performed by the Lessee by giving 3 month advance notice in writing.

12.2 The Lessee shall be entitled to terminate this Lease Agreement by giving 3 months advance notice in writing.

13.0 DISPUTES

All disputes or differences concerning this lease shall be settled by the parties amicably and in the event of failure to conclude a settlement within Three months any party still aggrieved may file an application or action in a Tanzanian Court, Tribunal or Body of competent jurisdiction to entertain the matter.

14.0 LAW APPLICATION

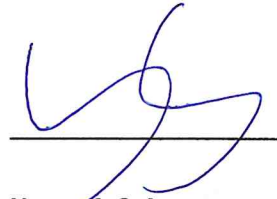
The law applicable to this lease shall be Tanzanian law.

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IN WITNESS WHEREOF the Landlord and the Tenant have executed these present on the day and in the manner herein appearing.

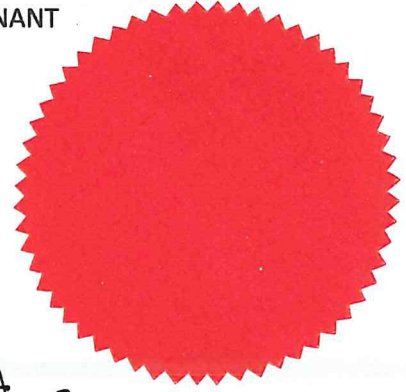
SIGNED and DELIVERED at Dar es Salaam
by the said HENRY A. C. JONES

DATE: 18/3/2021
DESIGNATION: DIRECTOR



Henry A.C. Jones
The Slow Leopard (TZ) Ltd
THE TENANT

Company Seal: THE SLOW LEOPARD TZ LTD:



SIGNED and DELIVERED at Dar es Salaam
of the said WILLIAM TAIRO

Who is identified to me by identification:

DATE. 18/03/2021
POSTAL ADDRESS:



William Tairo
THE LANDLORD

Witnessed by:
at Dar es Salaam

DATE. 18 MARCH 2021
POSTAL ADDRESS: PO BOX 4578, DSM

QUALIFICATION: ADVOCATE


WITNESS

*Copy - 500/-
09/04/2021
W*

Stamp Duty
Shs. 500 collected
Receipt No. 998412595873 Dated 15/04/2021
Regional - Manager Kinoundoni Tax Region