

LEASE AGREEMENT

This **AGREEMENT** is made on this 11th Day of May 2020 BETWEEN **OMARI MUSSA NKWARULO** Of P.O. Box 1079 MKIGO KIGOMA (Hereinafter called "**THE LANDLORD**") on the one part;

AND

AGHAHUMBI & COMPANY LTD of P.O. Box 42811 DAR ES SALAAM (Hereinafter called "**THE TENANT**") of the other part;

WHEREAS IT IS MUTUALLY AGREED as follows:

The LANDLORD lets and the TENANT takes all that premises situated on **Plot No. (01) Block (A) at MKIGO VILAGE, KIGOMA DISTRICT** and in consideration the latter agrees to pay rent of TShs 100,000 per Month and this lease agreement shall be of 20 years from the date of signing this lease agreement with effect from the date of 11th May 2020 to 10th May 2040

A: THE LANDLORD CONVENANTS WITH THE TENANT:

1. To allow the Tenant quiet enjoyment of the premises during the tenancy period.
2. To pay all rates, taxes and assessments other than electricity and water.
3. To ensure that the premises is fully serviced with amenities such as water and electricity.
4. To ensure that the water sewerage is drained as and when appropriate.

B: THE TENANT CONVENANTS WITH THE LAND LORD:

1. Intend to establish long term project for water bottle and juice production and to maintain transportation of goods
2. To pay the reserved rent in advance in the manner aforesaid.
3. To keep the premises including fittings therein in a state of good repair (fair wear and tear expected)

4. To pay all charges for electricity, water and telephone services supplied to the premises during the tenancy period.
5. To permit the **LANDLORD**, or her/his agents at all reasonable times of the day to view the state and condition of the premises.
6. Not to assign, sublet or part with the effective possession of the demised premises or any part thereof without the **Landlord's** written consent.
7. Not use the demised premises or to allow the same to be used for any purpose other than commercial purposes.
8. To handover to the **LANDLORD** the demised premises upon the expiration of the term hereby created in good and tenantable repair.
9. To exercise the right of renewal of the Lease Agreement according to the conditions providing, and provided there is mutual agreement between the parties at the expiration of this Lease Agreement.

C: PROVIDED IT IS FURTHER AGREED BETWEEN BOTH PARTIES:

1. Not to raise or review rent within the tenancy period of 15 years from the date hereof.
2. The **LANDLORD** shall give three months' notice before the expiry of the paid up period of the lease if the **LANDLORD** wishes to repossess the premises or increase the rent, or offer the demised premises to another Tenant.
3. The Tenant shall give three months' notice before the expiry of the tenancy period if the Tenant wishes to take another lease or otherwise extend the lease.
4. The Tenant shall give six months' notice in case of revocation of the tenancy which revocation shall be irreversible.
5. The tenancy agreement shall be on annual basis but the Tenant shall have an option to renew subject to the mutual agreement on terms by both parties.
6. The Tenant shall at the end of the tenancy period give vacant possession of the premises in good state of repair, unless the same have or are let to the Tenant under another lease.

7. Rent fee shall be paid annually (every year) Tsh 1,200,000/= (one million two hundred thousand)

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written

SIGNED AND DELIVERED

By OMARI MUSSA NKWARUKO in my presence

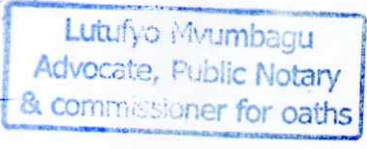
This 11 Day of May 2020

Name: Lutufyo Mvumbagu

Signature: [Signature]

Postal Address: 1046

Qualification: Advocate



SIGNED and DELIVERED

By the said Advocate OMARI NKWARUKO

Before me this 11 Day of May 2020

Name: Lutufyo Mvumbagu

Signature: [Signature]

Postal Address: 1046

Qualification: Advocate

