

## **SUBLEASE AGREEMENT**

This SUBLEASE AGREEMENT is made on the 15<sup>th</sup> day of SEPTEMBER 2020

BETWEEN

SUPREME PERCH LIMITED of P.O. Box 1139 Bukoba, Tanzania at Plot No. 37, Nyamkazi Industrial Area, a company duly incorporated under Tanzanian laws (hereinafter referred to as "the SubLessor" which expression shall where the context so admits include its successors, assignees in title and representatives) of the one part;

AND

KINGDY TANZANIA LIMITED of P.O. Box 11 Bukoba (hereinafter referred to as "the SubLessee" which expression shall where the context so admits include its successors and assignees) of the other part.

WHEREAS

- A. THE SUBLESSOR entered into Lease Agreement with VICFISH LTD of P.O. Box 164 Mwanza Tanzania on 14<sup>th</sup> day of March, 2020 on which VICFISH LTD leased processing plant known as VICFISH LIMITED in Plot No. 37 Nyamkazi Industrial Area, Bukoba Municipality which includes residential building, strofoam machine building, fish maws drying plant, garage area and jetty area.
- B. THE SUBLESSOR is allowed to Sub lease a *Fish Maws Drying Plant* under paragraph j(7) of the Lease Agreement between the SUBLESSOR and VICFISH LTD.
- C. THE SUBLESSEE is engaged in the business of drying fish maws and handling other fish products in Tanzania and it is desirous of renting and using the *Fish Maws Drying Plant* (hereinafter to be referred to as "*the Plant*")
- D. THE SUBLESSOR is ready and willing to sublease the Plant to the SUBLESSEE upon such terms and conditions contain herein which shall govern the roles, responsibilities, duties and obligations of the respective parties under this agreement.

WITNESSETH AS FOLLOWS:-

1. IN CONSIDERATION of the rent, the Sub Lessee's covenants and provisions hereinafter contained or implied and on the part of the Sub Lessee to be performed and observed, the Sub lessor DOTH HEREBY DEMISE unto the SubLessee Fish Maws Drying Plant situates on Plot No. 37/392, located at Nyamkazi Industrial Area, Bukoba,(hereinafter referred to as "the plant") to use and to hold the said Plant for a term of Three (3) years as from 15<sup>th</sup> day of September 2020 subject to renewal for another term to be agreed upon between the parties herein PROVIDED that either party gives to the other party three(3) months Notice of intention to renewal YIELDING AND PAYING thereof and throughout during the said term of Three (3) years a monthly rent of USD three thousands (USD. 3000/=) net VAT and Withholding Tax being payable by SUB LESSEE in Three (3) months in advance.

2. THE SUBLESSE HEREBY COVENANTS WITH THE SUBLESSOR as follow: -

(a) To pay the reserved rent as mentioned and further additional payments hereinafter mentioned at times and in the manner herein provided;

(b) To pay all fees for sanitary removal, all rates and charges for the use of water, electricity and telephone in respect of the Plant during the said term;

(c) At all times keep the interior of the Plant and the appurtenances thereof including doors, windows and other fixtures fittings fastenings electric wires and water apparatus therein and the painting and decoration thereof in good and substantial repair and good condition;

(d) To permit the SubLessor or his agents with all workmen and appliances at all reasonable times during day time by prior appointment to enter upon the said Plant for the purposes of viewing the state thereof and to execute repairs on the said Plant under the covenant in that behalf hereinafter contained;

- (e) To use the Plant for drying fish maws and handling other Fish by products;
- (f) Not to make other and further structural alteration in the Plant than those agreed to between the SubLessor and the Sub Lessee without first obtaining the SubLessor's consent;
- (g) Not to assign, sublet or part with possession of the Plant or any part thereof;

3. THE SUBLESSOR HEREBY COVENANTS WITH THE SUBLESSE as follows:-

- (a) To pay site rates and other taxes payable in respect of the Plant including land rent;
- (b) To permit the SubLessee to make such reasonable alterations in the Plant as may be necessary for drying fish maws and other fish by products;
- (c) That the SubLessee paying the rent hereby, performing and observing several covenants on his part herein contained, shall peacefully hold and enjoy the Plant during the Sub lease term without any interruption by the SubLessor or any person rightly claiming under or in trust for the SubLessor;

4. PROVIDED AND IT IS HEREBY AGREED that:

- (a) The SubLessee shall renovate the Plant by painting the said premises, plumbing, constructing concrete cap on the water well and do all other small renovations. ALL these renovations will not be repaid back to the SubLessee by the SubLessor;

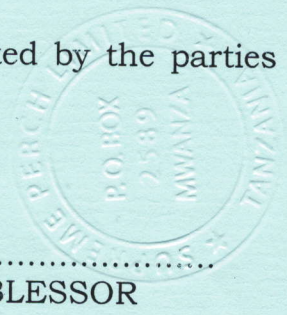
5. The terms of this Agreement shall commence as from 15<sup>th</sup> day of September, 2020.

6. Either the Sub Lessee or the SubLessor shall be at liberty to terminate this SubLease Agreement before the expiration of the said term of Two (2) years by giving to the other party 3 calendar months notice. PROVIDED THAT if the Lease Agreement between the SubLessor and VICFISH LTD is terminated by any reason provided in the Lease Agreement dated 14<sup>th</sup> March, 2020 then this Sublease Agreement will automatically be terminated.
  
7. Any NOTICE under this SubLease Agreement shall be in writing and any notice to the SubLessee shall be sufficiently served if sent to him by registered post, and any notice to the SubLessor shall be sufficiently served if sent to him by registered post.
  
8. The laws of Tanzania shall govern this agreement, its meaning and interpretation and relationship between the parties and the courts of law of Tanzania shall have exclusive jurisdiction.

IN WITNESS WHEREOF these presents have been duly executed by the parties hereto in the manner hereinafter appearing.

**SIGNED** and **DELIVERED** at BUKOBA  
 by the said **SUPREME PERCH LTD**  
 this...15<sup>th</sup> day of...September.....2020

.....  
 SUBLESSOR

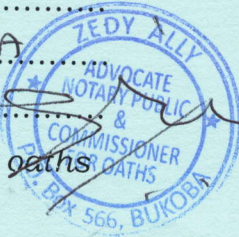


AUTHORISED OFFICER OF THE COMPANY

Name: .....[Signature].....  
 Signature: .....[Signature].....  
 Address: Box: 1139, Bukoba  
 Qualification: .....Director.....

**BEFORE ME:**

Name: .....ZEDY ALLY.....  
 Address: .....566 BUKOBA.....  
 Signature: .....[Signature].....  
 Qualification: Commissioner for oaths

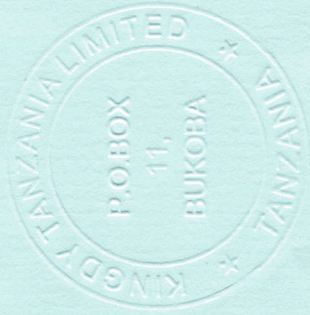


**SIGNED** and **DELIVERED** at Bukoba  
by the said **KINGDY TANZANIA LIMITED**  
this.....<sup>15<sup>th</sup></sup> day of .....<sup>September</sup>.....2020

} .....  
SUBLESEE

**AUTHORISED OFFICER OF THE COMPANY**

Name: ...<sup>KWANA BINA SAKU</sup>.....  
Signature: .....  
Address: ...<sup>Box 11 BUKOBA</sup>.....  
Qualification: ...<sup>Director</sup>.....



**BEFORE ME:**

Name: ...<sup>ZEDY ALLY</sup>.....  
Address: ...<sup>566 BUKOBA</sup>.....  
Signature: .....  
Qualification: <sup>Commissioner for oaths</sup>

