

LEASE AGREEMENT

Between

**KIGOMA HILLTOP HOTEL LIMITED
(The "Landlord")**

And

HILLTOP MANUFACTURING & TRADING CO.LTD.

(The "Tenant")

This Agreement is made this 02nd January 2025

BETWEEN

KIGOMA HILLTOP HOTEL LIMITED, of P.O. Box 1160, Kigoma (hereinafter referred to as the "Landlord") of the one part,

AND

HILLTOP MANUFACTURING & TRADING CO. LTD., in the United Republic of Tanzania, and having its registered office at plot number 23, Kasanga Close off Nyerere Road and of Post Office Box Number 20965, in Daressalaam (hereinafter referred to as the "Tenant") of the other part.

RECITALS:

Whereas, the Landlord is the registered owner of that property described as Kigoma Hilltop hotel , on Plot No. 13 , Bangwe (hereinafter referred to as the "Premises").

And, whereas the Tenant is desirous of leasing and the Landlord is desirous of letting to the Tenant the aforementioned Premises.

NOW, THEREFORE, Parties hereto agree as follows:

- 1.0 The Landlord hereby grants the Tenant and the Tenant hereby accepts a lease of the said Premises for a term of sixty (60) months commencing on the 1st day of January, 2025 and ending on 31st December 2030.
- 2.0 It shall not be open to either of the parties to terminate this AGREEMENT during the 12 Months of the lease term. Provided that the right of the parties to terminate this AGREEMENT for good cause shall not be affected. For the purpose of this Agreement "good cause" shall mean an irreparable breach of the Agreement.
- 3.0 The monthly rent shall be TZS 14,000,000 (Fourteen Million Tanzanian Shillings only). Rent shall be waived for the first year (1st January 2025 to 31st December 2025). Thereafter, rent is payable annually in advance starting 1st January 2026. Rent shall be paid by cash or money transfer to a bank account to be communicated to the Tenant by the Landlord.
 - 3.1 The Tenant shall withhold ten percent (10%) of the rental amount, and shall remit the same to Tanzania Revenue Authority (TRA). After such remittal, the Tenant shall provide the Landlord with the relevant withholding certificate as soon as reasonable practicable, after receiving the same from TRA, or the landlord if paid full will pay 10% WHT and submit proof of payment to the tenant.

3.2 Invoices presented to the Tenant for purposes of this Agreement shall be processed by an electrical fiscal device procured from an agent who is approved and registered by TRA.

4.0 It shall be open for the Tenant to apply for renewal of this Agreement for a further term upon giving the Landlord a written notice expressing such intention at least three (3) months prior to the expiry of this Agreement, provided that any such renewal shall be subject to the Tenant agreeing to a new rate of rent (if any).

5.0 The location of the factory is designed for Industrial purpose

6.0 THE TENANT FURTHER COVENANTS WITH THE LANDLORD AS FOLLOWS:

6.1 To pay the agreed rent within the time and in the manner as set out in this Agreement without fails.

6.2 To pay all charges for electricity, internet connection, water supply, waste collection and any other utilities that may be incurred during the period of this Agreement.

6.3 At all times, to keep the said Premises including electrical appliances, fittings, paint work, fixtures, doors, windows, and electrical wires all other conveniences in good and working condition throughout the term hereof (wear and tear excepted), and to replace any of the mentioned items in the event of damage thereto caused by negligence or willful acts of the Tenant.

6.4 To repair any stoppage or damage to the drainage system, if such stoppage or damage is caused by negligence of the Tenant. If proved that any such stoppage or damage is caused other than by the negligence of the Tenant, cost of making good the same shall fall on the Landlord.

6.5 The Tenant shall, on a continuous basis, keep the Landlord notified in writing of any structural faults or any other defects in the Premises or any fittings, or component of the Inventory. The Landlord shall promptly repair and or replace any such faults or defects, except when the cause of such faults or defects is directly attributable to the negligence or willful conduct of the Tenant. In the later case, the cost to make good any such defects shall be borne by the Tenant.

6.6 Not to make any structural alterations to the Premises without first obtaining the prior written consent of the Landlord.

6.6.1 Not to do or allow to be done on the Premises any act or thing, which may be illegal or cause damage, annoyance, and or injury to the neighbors, Landlord or other tenants and visitors.

6.7 Not to assign, sublet or part with the possession of the said Premises or any part thereof without the prior written consent sought and obtained from the Landlord, which consent shall not be unreasonably withheld.

6.7.1 Provided that, occupation of the Premises by any person being an employee or official or member of the Tenant, shall not be deemed to constitute a subletting or assignment thereof or parting therewith by the Tenant.

6.8 To permit the Landlord and his duly authorized agents with all necessary workmen to enter the Premises at day times, for the purpose of viewing its condition and or executing repairs, provided that the Landlord shall only so enter the Premises after notifying the Tenant in writing at least twenty four (24) hours in prior.

6.9 To keep and maintain the land surrounding the said Premises in clean and orderly manner.

6.10 To permit the Landlord or his duly authorized agents to enter the Premises with prospective tenants, subject to reasonable notice and at reasonable day hours for the purpose of viewing the Premises;

6.10.1 During the notice period if the Tenant or the Landlord has chosen to exercise the option to vacate the Premises pursuant to Clause 8.0, or

6.10.2 During the last three (3) months of this Agreement, except when the Parties have agreed to renew the Agreement as in Clause 4.0 hereinabove.

6.11 To insure the Premises against fire and other natural disasters.

6.12 To do all structural repairs to walls, ceiling, roof, and sewer in consultation with landlord.

7.0 THE LANDLORD FURTHER COVENANTS WITH THE TENANT AS FOLLOWS:

7.1 That on paying the agree rent on the agreed dates, and in the manner aforesaid, and on observing and performing its obligations as hereby undertaken, the Tenant shall, subject to Clause 8.0 hereof, peacefully and quietly possess and enjoy the Premises throughout the term of the Agreement, without eviction, interruption, disturbance, claim or demand whatsoever by the Landlord or any person or persons lawfully or equitably claiming by, from or in trust for the Landlord;

7.2 To pay all Land rent and taxes in respect of this Agreement.

8.0 PROVIDED AND IT IS HEREBY AGREED FURTHER AS FOLLOWS:

In the event the Premises or any part thereof is, at any time during the term of the Agreement so damaged or destroyed by fire, rain, natural phenomenon, or other risk and thereby rendered unfit for use, the rent shall be suspended until the Premises is again rendered fit for use.

9.0 Any notice under this Agreement shall be in writing and may be served on the Party on whom it is to be served either personally, or to an agent duly authorized to receive mails or emails on behalf of the addressed Party, or by leaving it at the current premises of the addressed Party, or by sending it by registered post or the recorded delivery service to such premises.

10.0 This Agreement may not be terminated by either Party, except for material breach hereof by the other, wherefore, the innocent Party shall issue thirty (30) days' written notice of termination to the breaching Party clearly stating the breach. In such event, if terminated by the Tenant, the Landlord shall forthwith refund to the Tenant the unexhausted portion of the rent, if terminated by the Landlord the Tenant shall be entitled to any refund of the portion of rent standing unexhausted.

10.1 Provided that, the innocent Party shall, before issuing notice as stated in the foregoing, require the breaching Party to remedy the breach within fourteen (14) days. Notice of termination as in clause 8.0 above shall only be issued if the breach still continues after the lapse of the fourteen (14) days herein stated.

11.0 Parties hereto covenant to each other and the Landlord warrants that in procuring this Agreement, there has been no side payment made to any of the Tenant's employees or any other person related to the Tenant, and further that there is no conflict of interests between the Tenant and the Landlord not disclosed herein.

12.0 This Agreement shall, in every respect be governed by and construed in accordance with the laws of the United Republic of Tanzania.

13.0 This Agreement has been executed in duplicate and each copy shall save the purpose of original

IN WITNESS WHEREOF, Parties hereto have executed this Agreement in the manner and on the dates herein below written

SIGNED AND DELIVERED by the said)
Nargis Mohsin Lalji, who is known to me)
Personally / has been identified to me by)
....., the latter being)
Known to me at)
This 30 day of 5 2025)



Kigoma Hilltop Hotel Limited

BEFORE ME:

Signature: ~~.....~~
Name: MICHAEL MWANGI
Designation: ADVOCATE
Date: 30/5/2025



SEALED with the COMMON SEAL of the said)
Mohsin Abdullah Lalji,)
In our presence this day of 2025)

HILLTOP MANUFACTURING & TRADING CO.LTD

BEFORE ME:

Signature: ~~.....~~
Name: MICHAEL MWANGI
Postal Address: 1091 KIGOMA

