

**SUB-LEASE AGREEMENT**

**BETWEEN**

**G&B SOAP INDUSTRIES CO.LTD**  
**("The Sub-lessor")**

**AND**

**G&B HOLDING CO.LTD**  
**("The Sub-lessee")**

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**FOR THE SUB LEASING PART OF THE SUB-LESSOR'S OFFICE SPACE ON THE  
OFFICE, LOCATED AT PLOT ILA-2-116, BLOCK 129, ILALA, NKURUMA  
STREET/CLOCK TOWER, CITY CENTRE, KINONDONI MUNICIPALITY, DAR ES  
SALAAM**

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**THIS SUB-LEASE AGREEMENT is made this 08 day of 11 2021**

**BETWEEN**

**G&B SOAP INDUSTRIES CO.LTD** is a business name incorporated and operating under the laws of the United Republic of Tanzania of P.O Box 21290, Dar Es Salaam,

Tanzania, (hereinafter referred to as the "SUB-LESSOR" which terms shall, where the context so admits, includes their successors and assigns) of one part.

**AND**

**G&B HOLDING CO.LTD** a Limited Liability Company incorporated and operating under the laws of the United Republic of Tanzania of P.O Box 21290, Dar Es Salaam, Tanzania, (hereinafter referred to as "**the SUB-LESSEE**") which terms shall, where the context so admits, includes their successors and assigns) of the other part.

**PREAMBLE:**

**BY THIS SUBLEASE AGREEMENT** the Sub-lessor hereby agrees to sublease to the Sub-lessee and the Sub-lessees on their part hereby agree to sublease from the Sub-lessor **one room of office space in the premises ( the Premises) leased by the Sub-lessor,**

The Sub-lessor and the Sub-lessees hereby agree that they will both occupy the premises jointly and together and share all the office facilities, with the Sub-lessor being the main tenant and the Sub-lessee using the address as its registered office with marginal physical presence. Rent under the Main Lease and the performance of all obligations of the Sub-lessee thereunder shall be the responsibility of the Sub-lessor.

**WHEREAS** the Sub-Lessor warrants that to the best of their knowledge, no claim, lien or action exists or is threatened against the demised premises, which will interfere with the sub-Lessee's lease and hereby indemnifies the Lessee in the event of any claim against the sub-Lessor's title herein.

**AND WHEREAS,** the sub-Lessor is aware of the purpose(s) (to be defined herein under) of the sub-Lease by the sub-Lessee; and the sub-Lessor further warrants that the envisaged purpose(s) are legal and allowed on the Property.

**AND WHEREAS** the sub-Lessor has agreed to sub-lease out the property to the sub-Lessee, for the purposes stated herein under; and that pursuant to the warrants of the sub-Lessor herein, the sub-Lessee shall sub-lease the Property under the terms and conditions herein provided.

**NOW, THEREFORE,** the Parties, in consideration of the mutual promises contained in this sub-lease and intending to be legally bound, agree as follows:

**1.1. INTERPRETATION:**

- 1.1.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.1.2. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

- 1.1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.1.4. A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.1.5. A reference to writing or written includes e-mail.
- 1.1.6. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.1.7. References to Clauses and Schedules are to the clauses of and Schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.1.8. Any words following the terms including, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.1.9. Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms and conditions of this Agreement.
- 1.1.10. Reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed to include a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.
- 1.1.11. Unless the context otherwise requires those provisions contained in this Agreement which relate to any subject matter of which there are more than one shall apply severally to each.

## 2. TERM

The Sub-lease is for term of TEN years with effect from 08.11.2021, option to renewal for further period of another 08.11.2031 years subject to agreement between the parties. Notice of Renewal should be give n three months before the end of the contract.

## 3. COMMENCEMENT DATE:

This sub-Lease takes effect on 08.11.2021 and from the Commencement Date and shall remain in force for the Term specified herein above

#### 4. RENT:

That, the sub-Lessee shall pay the Rent to the sub-Lessor 200,000/-= rent per monthly on the Payment Dates during the Term in advance, without deduction, save for withholding tax at the rate of ten percent (10%) of the Rent, or the then prevailing rate for such withholding tax, which withholding tax the Lessee shall pay over to the Tanzania Revenue Authority. The Lessee shall furnish to the Lessor, upon demand, a receipt for such withholding tax payment.

#### 5. COVENANTS OF THE PARTIES:

5.1. The Sub-lessee hereby covenants with the sub-lessor during the term of the lease agreement as follows:

- 5.1.1. To pay the rent and charges for water, electricity and telephone (if any) payable on account of the reasonable use and/or consumption of the demised premises.
- 5.1.2. To keep the interior and exterior of the premises and every part thereof in tenantable repair and in clean condition throughout the term.
- 5.1.3. To timely inform the sub-Lessor of any notices from the authorities affecting or with the potential of affecting the Demised Premises.

5.2. The **Sub-Lessor covenants** with the sub-lessee during the term of the sub-lease agreement as follows:

- 5.2.1. The sub-lessee provided pays the rents herein reserved and observes and performs the terms of this agreement, the sub-lessee shall peaceably hold and enjoy the premises without any interruption or interference from the sub-lessor or any persons lawfully claiming under or in trust for the sub-lessor.
- 5.2.2. To pay all current and future property and land rents on the Demised Premises.
- 5.2.3. To pay all current and future taxes relating to this sub-lease agreement, including but not limited to stamp duty, withholding taxes, and any other taxes as may be imposed on this lease agreement and the premises.
- 5.2.4. To cooperate with the sub-lessee upon requirement for satisfaction of any municipal, city, regional and/or national authorities now in force or which may hereafter be in force, pertaining to the Demised Premises rules, regulations or laws pertaining to the Demised Premises that do or have the potential of affecting the lease of the Lessee both now or in the nearby future.
- 5.2.5. Not to unreasonably withhold or delay beyond seven (7) working days, any request by the sub-lessee to provide any other documents related to the Demised Premises for the purpose of satisfying or complying with any of the Parties obligations herein unless the sub-lessor commits to undertake the satisfaction and

compliance exercise himself timely and to the satisfaction of the authorities.

**6. GENERAL TERMS:**

**6.1. CONTINUANCE:**

It is hereby further agreed that the lease shall be for the residual term of the Main Lease.

**6.2. COUNTERPART:**

This Agreement may be executed in more than one counterpart and shall come into force once each Party has executed such a counterpart in identical form and exchanged the same with the other Parties.

**6.3. WAIVER:**

That failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**6.4. NOTICES:**

All notices, consents, and other communications between the Parties under or regarding this Lease shall be in writing (which includes without limitation, email and facsimile) and shall be sent to the recipient's address set forth in this Clause 7.6. Such communications shall be deemed to have been received on the earlier of the date of (a) actual receipt; (b) upon delivery by a reputable, third-Party commercial courier as evidenced by a signed receipt; (c) upon confirmation of receipt by the receiving telecopies; or (d) when first available on the recipient's email server. If received after 4:30 p.m., recipient's local time, or if received on a day when the recipient's facilities at the location identified in this Clause 7.6 are closed, such communication shall be deemed received at 9:00 a.m. the next day on which such facilities are open.

**6.5. SEVERABILITY:**

In the event that any clause, provision or term of this Agreement is or becomes illegal or unenforceable for any reason, or is determined to be so by any Court of competent jurisdiction, such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

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(On behalf of the Company) who is known to me personally/introduced to me by ..... the letter be known to me personally this ..... Day of ..... 2021.

  
.....  
G&B SOAP INDUSTRIES.CO.LTD

Signed at Dar es salaam by the said

.....  
(On behalf of the Company) who is known to me personally/introduced to me by ..... the letter be known to me personally this ..... Day of ..... 2021.

  
.....  
G&B HOLDING CO.LTD

**BEFORE ME:**  
NAME:

JOSEPH PIUS ASSENGA

SIGNATURE:



POSTAL ADDRESS:

P.O. Box 70631 D/SALAMU

QUALIFICATION:

ADVOCATE

