

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar es Salaam on this 1st day of February 2023.

BETWEEN

SILVERSANDS INVESTMENT LIMITED, a limited liability company incorporated under the laws of the United Republic of Tanzania whose address of service is P. O. Box 38307 Dar es Salaam, Tanzania (hereinafter referred to as the “**LANDLORD**” which expression shall, where the context so admits require, include his successors in title and agents) on the one part.

AND

KILIMANJARO INDUSTRIAL PARK LIMITED, a limited liability company incorporated under the laws of the United Republic of Tanzania whose address of service is P. O. Box 6244 Dar es Salaam, Tanzania (hereinafter referred to as the “**TENANT**” which expression shall, where the context so admits require, include his successors in title and agents) on the other part.

WHEREAS the Landlord owns the area containing 1,296,501 Square meters situated at Mwasonga, Kigamboni, Dar es Salaam, Tanzania (herein referred to as “**the Plot**”) and is desirous to lease and the Tenant is agreeable to take the same on lease on conditions and subject to the terms as prescribed herein below: -

LEASE PERIOD, RENT, SERVICE CHARGE AND FITTING OUT

1. In consideration of the land available for Lease with amenities and hiring charges and the Tenant’s covenants hereinafter reserved and contained the Landlord hereby demises unto the Tenant the premises for a period of Thirty (30) years commencing from 1st of February 2023 to 31st of January 2053.
 - 1.1 The rent shall be **Tanzanian Shillings Ten Million Only (Tshs.10,000,000/=)** per month totalling **Tanzanian Shillings Twelve Million Only (Tshs.120,000,000/=)** per annum which shall be paid upon signing of this agreement.
 - 1.2 The Lease and rent charges will be deemed to have commenced on the first day of the Tenant so takes possession of the Plot which is on the 1st of February 2023.
 - 1.3 The initial tenure of the Lease is Thirty (30) Years only.
 - 1.4 It is hereby agreed that failure to pay agreed rent within thirty (30) days shall automatically terminate this Lease and the Landlord shall be at liberty to use or rent the said Plot to any other potential tenants.
 - 1.5 The said Plot is not insured and that the Tenant is responsible for insuring her properties during the entire period of the Lease.

1.6 That after the lease period is complete all the development invested on the leased premises including the buildings and infrastructure shall be owned by the Tenant.

2. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows: -

2.1 To construct an Industrial Park on the Plot for the purposes for Special Economic Zone.

2.2 To pay during the said term the said reserved rents, hiring charges, security, and maintenance charges at the times and in the manner aforesaid.

2.3 To pay all charges for all utilities, if any, in respect of construct of the Industrial Park accrued and payable during the tenure of the Tenant period and upon the expiration to provide documentary evidence for having settled all the above referred charges. If the Tenant need to install its own generator, air conditioning, heaters, pumps etc, they must first get the approval of the Landlord regarding the location, wiring and installation of the said equipment.

2.4 Not to keep or permit to be kept on the Industrial Park any materials of dangerous or explosive nature or the keeping of which may contravene any statutes or local regulations or by Laws or to carry on or do anything that may constitute a nuisance to public or private nature or be a cause of disturbance or annoyance, or danger to neighbours, or public. The Tenant shall be individually liable in case of any loss, damage to property, goods or persons caused by breach of this term.

2.5 To permit the Landlord or its duly authorized agents or servants upon reasonable prior notice and at all reasonable hours to enter and view the condition of the Industrial Park.

2.6 To use the Plot for industrial park purposes only and not to assign, sublet, or part with possession of the Plot without the previous written consent of the Landlord. Any misdemeanours or breaches of the agents, employees, or invitees of the Tenant shall be automatically imputed upon the Tenant, severally in all respects with such occupant, whether by carelessness or negligence.

2.7 To give notice in writing of at least Six (6) months before the expiry of the term hereby created to the Landlord expressing her (Tenant's) intention to terminate this Agreement.

4. THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows: -

4.1 To pay all accrued, existing, and future taxes, in respect of the Plot, including, without limitation, the land rents taxes and outgoings related to the Plot.

5. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows: -

5.1 That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for thirty (30) days after the same shall have become due (whether formally or legally demanded) or

if the Tenant shall at any time fail or neglect to perform or observe any of the material covenants and obligations herein contained and its part to be performed and observed and if the Tenant falls to cure such breach in thirty (30) days of its receipt of notice to cure from the Landlord, the Landlord shall be entitled to re-enter and take possession of the area without prejudice to any antecedent or other claims that either party shall have against the other.

5.2 In the event of any dispute of claim arising from or in connection with this agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to an arbitration in Tanzania or any competent tribunal in Tanzania.

5.3 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 mail, or by leaving it at the area (if the recipient is the Landlord) or at the last known place of abode, or by sending it by registered post or the recorded delivery service to such premises or place; and in the case of a notice to be served on the Landlord it may be served in like manner upon any agent for the Tenant duly authorized in that behalf.

5.4 Either party may terminate this Lease Agreement upon giving written notice to the other party at least Six (6) calendar month in advance of the termination date. Such termination of this Agreement will be without prejudice to any right of action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein. If the Tenant terminates this Agreement in accordance with this clause, the Tenant shall not be liable for any charges additional to those incurred to the date the Agreement is terminated.

5.5 The provisions of this Agreement may be amended from time to time by the parties and such modifications as the Landlord and Tenant may agree shall be in writing and supplemental to this Agreement.

6. GOVERNING LAWS

This agreement is governed by the laws of the United Republic of Tanzania and is subject to the specific provisions governing Leases and Sub-Leases as set out in the Land Act (CAP 113 RE 2002) and other operative statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESSETH WHEREOF the parties hereto have set their hands to these presents as validly known and done in the manner herein under appearing: -

STAMPED with the COMMON STAMP of the said.
SILVERSANDS INVESTMENT LIMITED

In my presence this _____ day of
_____ 2023.

Name: AZE S. KAKAI

Designation: MANAGER

Address: 62 38307 DSM

Signature: [Handwritten Signature]



STAMPED with the COMMON STAMP of the said.
KILIMANJARO INDUSTRIAL PARK LIMITED

In my presence this _____ day of
_____ 2023.

Name: Mohamed ALY SAID

Designation: DIRECTOR

Address: 62 44 DSM

Signature: [Handwritten Signature]

