

**LEASE AGREEMENT**

**BETWEEN**

**CORNELY LEVI KILATU**

**AND**

**TANZANIA RAZOR BLADE MANUFACTURING LIMITED**

**(Land premises at Kwala, Kibaha Halmashauri and Makurunge Bagamoyo)**

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## LEASE AGREEMENT

THIS LEASE is made this 20<sup>st</sup> day of October, 2023

### BETWEEN

**CORNELY LEVI KILATU**, a businessman and a resident in Tanzania with its registered office at Mwanga tower, Dar es Salaam of P.O. Box 90387, Dar es Salaam (hereinafter called “**the LANDLORD**” which expression and when the context so admits shall include its successors in title and assigns), of the one part.

### AND

**TANZANIA RAZOR BLADE MANUFACTURING LIMITED**, P O Box 90387, Dar es Salaam, a company duly registered in Tanzania Under incorporation number 169474338 (hereinafter called “**the TENANT**” which expression and when the context so admits shall include its legal representatives, sister companies/businesses, subsidiaries, agents, assigns and successors in title), of the other part.

### WHEREAS

The **LANDLORD** has agreed to preliminary lease agreement of the 5 acres' land at Kwala Kibaha and/or the 2 acres' land at Makurunga, Bagamayo for the purpose of constructing a factory subject to successful environmental impact assessment. The landlord confers to the **TENANT** to hold and enjoy the same for commercial purposes and the **TENANT**, is desirous of renting the premises from the **LANDLORD**; on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** as follows:

### PART A: THE LEASE

#### 1.0 LEASE PERIOD, RENT AND OTHER PAYMENTS

1.1 **IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained the **LANDLORD** hereby demises unto the **TENANT** all that area and premises for the period of 30 years situated at Kwala Kibaha and Makurunge, Bagamoyo (Adjacent to Msata Road) both at



Pwani Region from the 1<sup>st</sup> November, 2023 for a term of 30 years. The parties agreed that paying there of a monthly rent in the following manner and rate:

- 1.1.1 TZS 2,000,000 for both the land (i.e. bare land at Kwala Kibaha and Makurunge Bagamoyo)
  - 1.1.2 The tenant is free to develop whatever structures including factory and building in the period of tenancy
  - 1.1.3 Electricity charges shall be paid by the tenants
  - 1.1.4 Costs to obtain title deeds shall be incurred by the landlord and the titles did shall be obtained within 6 months after the signing of this agreement.
- 1.2 The **TENANT** is responsible at his own cost for connections and payments of any specific utilities and consumptions of this Lease
- 1.3 The **TENANT** is also responsible at his own cost for any needed water reservoir or generator or other appliance required in addition to those provided by the landlord.

## **PART B: GENERAL CONDITIONS OF THE LEASE**

### **2.0 DEFINITIONS AND INTERPRETATION**

In this lease, unless the content shall otherwise require

- 2.1 If any provision in a definition is a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition; effect shall be given to it as if it were substantive provision within the body of the lease.
- 2.2 The building shall mean the building or the property in which the premises are situated, including any extensions or additions thereto from the time.
- 2.3 "Common area" shall mean those portions of the building and property including parking lots and walkways other than those actually let or capable of being let to individual tenants;
- 2.4 "The designated person" shall mean the **LANDLORD**'s servants, directors, agents, independent contractors and representative;
- 2.5 "The Property" shall mean the property upon the building is situated;
- 2.6 The singular shall, where appropriate, be deemed to be a reference to the plural and vice versa and words importing any one gender include the other gender and natural persons include created entities (corporate or unincorporated) and vice versa;

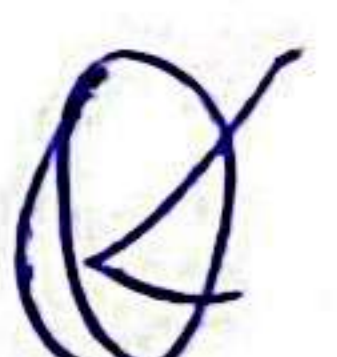
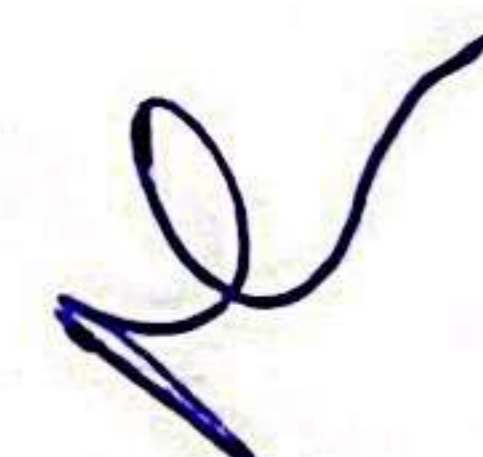
- 2.7 The headings are used for convenience only and must not be used as an aid to the interpretation of lease;
- 2.8 When any number of days is prescribed in this lease, same shall be reckoned exclusive of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.10 The terms specified in Clause 2 of this lease shall bear the same meaning throughout this lease;
- 2.11 Whether this lease provide that TENANT shall have no remedy, that shall be construed as a waiver by the TENANT of its claims for loss or damage or right of cancellation or remission of rental or any other claim or remedy (without limitation *eiusdem generic*) whether in contract or delict or otherwise against the LANDLORD and/or the designated person
- 2.12 In the remainder of this lease "appurtenances" shall mean all installations and appliances in the premises and includes, without prejudice to the generality of the term, any keys, locks windows, sewerage pans, basins water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, windowpanes, window frames and air conditioning units.

### 3.0 RENT REVISION

The rent stipulated in the Lease Agreement shall be liable to revision annually at a rate to be prior agreed on by the parties.

### 4.0 RENT ACCRUAL, INTEREST AND LEGAL CHARGES

- 4.1 If the rent due to the **LANDLORD** shall remain outstanding for **30 days** after the date that it shall have become due and payable, the **LANDLORD** shall formally serve the **TENANT** a **notice** in writing demanding immediate payment of outstanding rent.
- 4.2 If upon being served a written demand **notice**, the **TENANT** fails to pay the said rent, it shall be deemed to have terminated the lease agreement and the outstanding amount shall remain due against him and may attract an interest rate for the period it shall remain unpaid as may further be agreed by the parties.



**5.0 EXCLUSION OF CLAIMS**

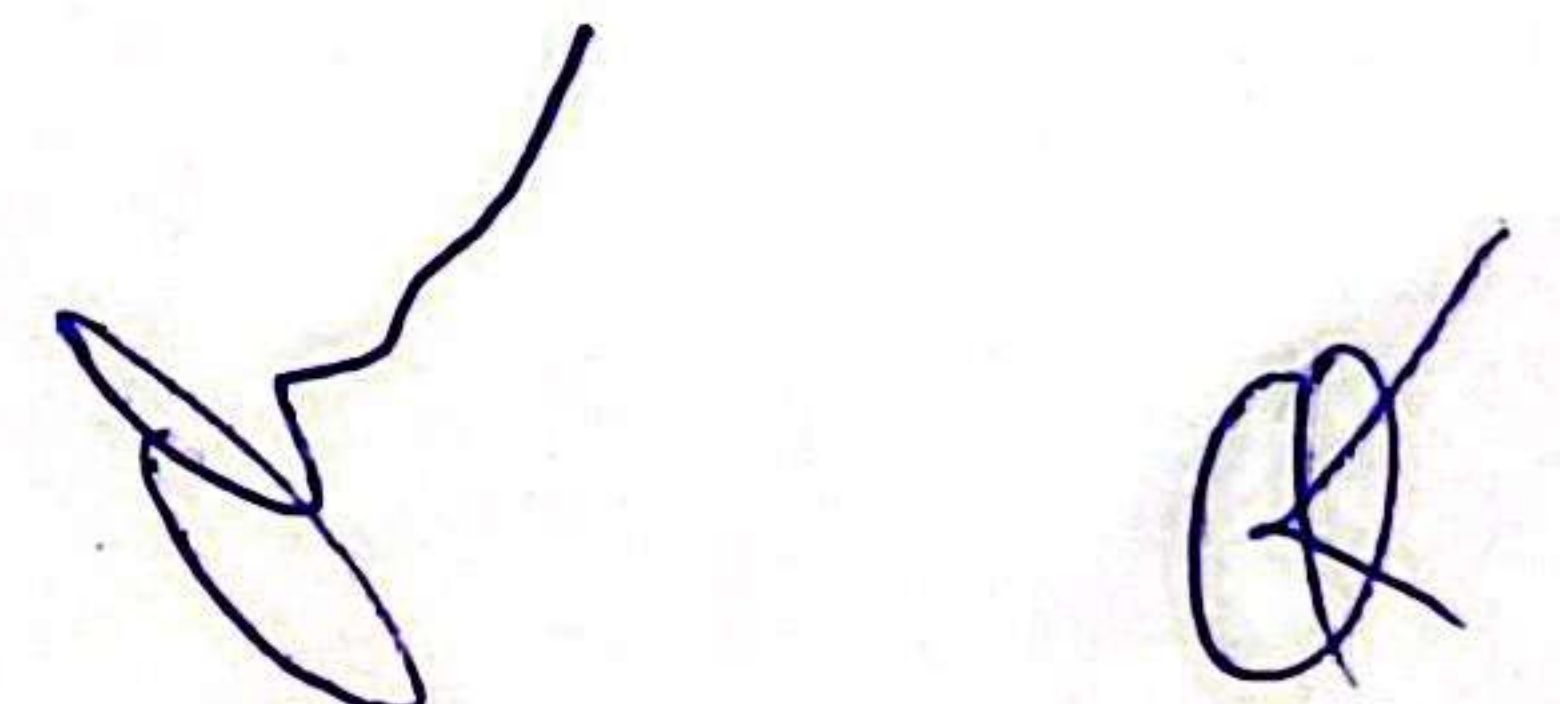
- 5.1 The **LANDLORD** shall ensure that all bills for utilities supply services relating to the **PREMISES**, up to the time of entry into force of the Lease Agreement have been fully paid and the **TENANT** shall recover any loss suffered as a result of any disconnection suffered, due to any outstanding liability by the **LANDLORD** thereof. Thereafter, upon the **TENANT** paying such bills, it shall enjoy uninterrupted supply of the said services.
- 5.2 The **LANDLORD** shall ensure that the water and electricity installations at the **PREMISES** are in good and working condition upon the entry into force of the Lease agreement, and any expenses which shall be incurred at the entry into force by the **TENANT** to remedy any deficiencies thereto, shall be deductible from the rent payable to the **LANDLORD**.

**6.0 RECEIVING OF COMMUNICATION, NOTICE AND DEMAND NOTES**

Every notice, demand note or other communication shall be delivered, either by dispatch, registered mail, courier, or by fax followed by post, whereby delivery shall be deemed to have been received, if delivered at the respective registered office, and in any other case, upon proof of sending, transmission and receipt through the correct addresses.

**7.0 TENANT'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE**

- 7.1 The **TENANT** shall comply with all laws, by laws and Regulations relating to business premises or affecting the conduct of any business carried on in the premises and shall not contravene any of the conditions of the title under which the property is held by the **LANDLORD** or any of the provisions of the Town Planning scheme applicable to the facility, nor do or cause or permit to be done in or about the facility anything which may be or cause nuisance or disturbance to occupiers of neighbouring premises.
- 7.2 The **LANDLORD** shall take due diligence to inform the **TENANT** of the relevant conditions, regulations referred to in this clause.

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## **8.0 SUB-LETTING AND TRANSFER OF OWNERSHIP**

- 8.1 The **TENANT** shall not subject the premises or any portion thereof, or cede assign, pledge this lease or any of its rights hereunder.
- 8.2 The **TENANT** shall use the demised premises for purposes of the business and operation of an office only.
- 8.3 Any other use of the demised premises contrary to Clause 10.1 and 10.2 above shall be considered as breach of the terms herein.

## **9.0 LANDLORD'S REGULATIONS**

The **TENANT** agrees to comply with the **LANDLORD'S** security and fire protection regulations which may exist on the facility from time to time and shall be liable for compliance therewith by its employees and/ or invitees.

## **9.1 NON RECEIPT**

Neither the **LANDLORD** nor the designated person shall be liable for the receipt or non-receipt of the delivery of goods, postal matter or correspondence, nor shall they be liable for anything which the **TENANT**, its servants, invitees, agents, representatives, directors or clients may have deposited or left on the premises or on any party of the demised premises.

## **10.0 TENANT'S OBLIGATIONS/ COVENANTS**

- 10.1 An inventory of the items and furniture situated at the facility will be taken on the date of commencement of this Lease by the **LANDLORD** which list shall be compiled and kept by both parties for safe keeping. At the end or expiry or termination of the Lease, the **TENANT** shall be required to hand over the same items that were inventoried back to the **LANDLORD**.
- 10.2 Within 30 days after the commencement date of this lease the **TENANT** shall give the **LANDLORD** written notice of any defects in the premises with particulars of any appurtenances which are defective or missing (even if such notice is required for information purposes only and the **LANDLORD** is not required to remedy such defects) and in the absence of such notice (or after

the remedying by the **LANDLORD** of any matter complained of in the notice) the **TENANT** shall be deemed to have accepted the premises and appurtenances as being complete and without defect and in good order and repair.

10.3 At all times during the currency of this lease the **TENANT** shall care for and maintain in good order and repair the interior of the premises, the electrical and air conditioning appliances and the appurtenances therein and at the termination of expiry of the lease for whatever reason return and redeliver the same to the **LANDLORD** in good order and repair at its own cost on demand any damage, breakages or, in the alternative, reimburse the **LANDLORD** for the cost of replacing, repairing or making good any broken, damaged or missing articles however so caused. The **LANDLORD** however undertakes to repair only heavy damages to the facility like cracks in the walls or to the roof structure.

If the appurtenances and/ or electrical and air conditioning appliances are or become defective (for any reason other than by reason of normal fair wear and tear), the **TENANT** shall be obliged to replace them at the **TENANT**'s expense.

10.4 The **TENANT** shall:

10.4.1 Keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage.

10.4.2 At all times keep the premises in clean, tidy and sanitary condition.

10.4.3 Not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may be calculated to damage the premises.

## 11.0 ALTERATIONS AND ADDITIONS

11.1 The **TENANT** shall make any alterations, or modifications or additions of a permanent nature to the premises without the **LANDLORD**'s prior express written consent.

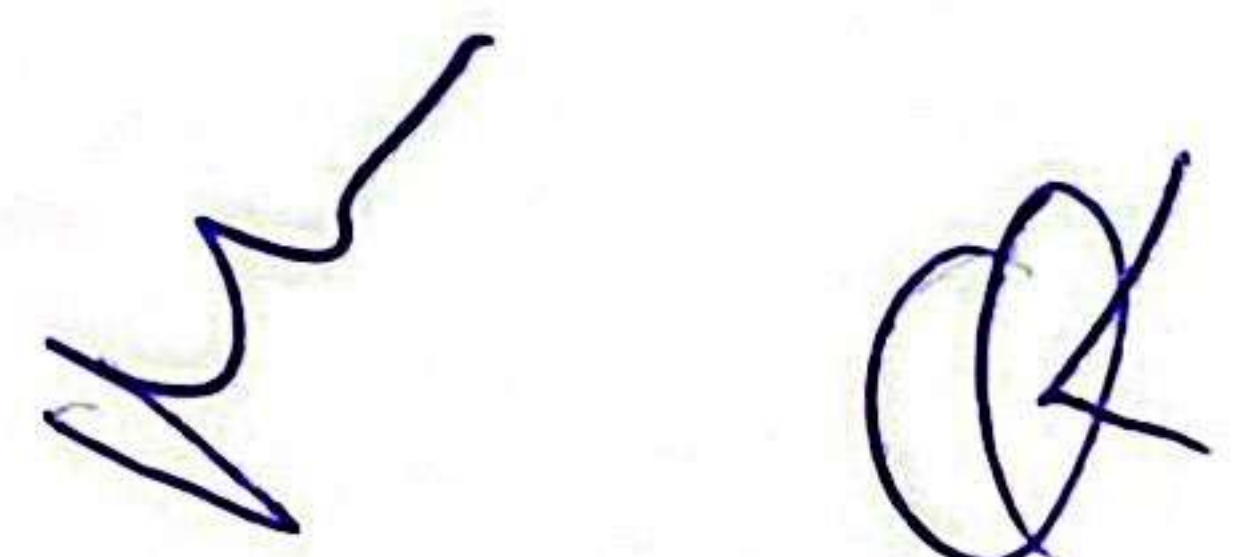
- 11.2 If it shall be a condition of any competent authority in respect of the grant or renewal of any licences required by the **TENANT** to carry on the business for which the premises are hired that the premises shall be altered or renovated, the **LANDLORD** shall not be obliged, but the **TENANT** shall be obliged at its own expense to carry out such alterations or renovations provided that the **LANDLORD's** prior written consent which shall not be unreasonably withheld, is obtained and that the work is carried out by the contractor nominated by the **LANDLORD** and under the supervision of an Architect nominated by it whose fees shall be paid by the **TENANT**.
- 11.3 If the **LANDLORD** agrees to provide additional electric power to satisfy the **TENANT's** requirements, the **TENANT** shall bear all costs of installation and supply and associated fees (including consultancy fees) and charges, including charges for use thereof.
- 11.4 The **TENANT** shall be responsible and its own cost for any additions and installations to the demised premises and any proposed partitions and installations shall only be carried out upon seeking and obtaining permission in writing from the **LANDLORD**.

## **12.0 LAW AND DISPUTE SETTLEMENT**

- 12.1 This lease shall be governed by and construed in accordance with the laws of the **United Republic of Tanzania**.
- 12.2 In case of any dispute or difference arising between the parties here to as to the construction of this instrument or the rights duties or obligations of either party hereunder or any matter arising out of or concerning the same, every such dispute and matter in difference shall first be subject to amicable resolution by parties. In the event that the parties are unable to reach amicable resolution within thirty (30) days of the submission of the dispute by the aggrieved party, the dispute shall finally be settled in accordance with the Arbitration Act, or any statutory modification or re-enactment thereof or substitution for the time being in force by one or more Arbitrators appointed in accordance with the said Act.
- 12.3 The Place of arbitration shall be Dar es Salaam, Tanzania. The arbitration proceedings shall be conducted in the English language.

## **13.0 TERMINATION CLAUSE**

- 13.1 If the **TENANT** shall desire to determine the term hereby granted at the end of the term it shall give to the **LANDLORD** three (3) months' prior notice in writing of such desire and shall up to the time of such determination pay the rent and reasonably observe and perform the covenants on



its part hereinbefore reserved and contained then immediately on the expiration of such notice the present demise and everything herein contained shall cease and be void without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

13.2 The **LANDLORD** shall, upon receipt of the notice or at any time before or after expiry of the lease be at liberty to renew the lease or otherwise.

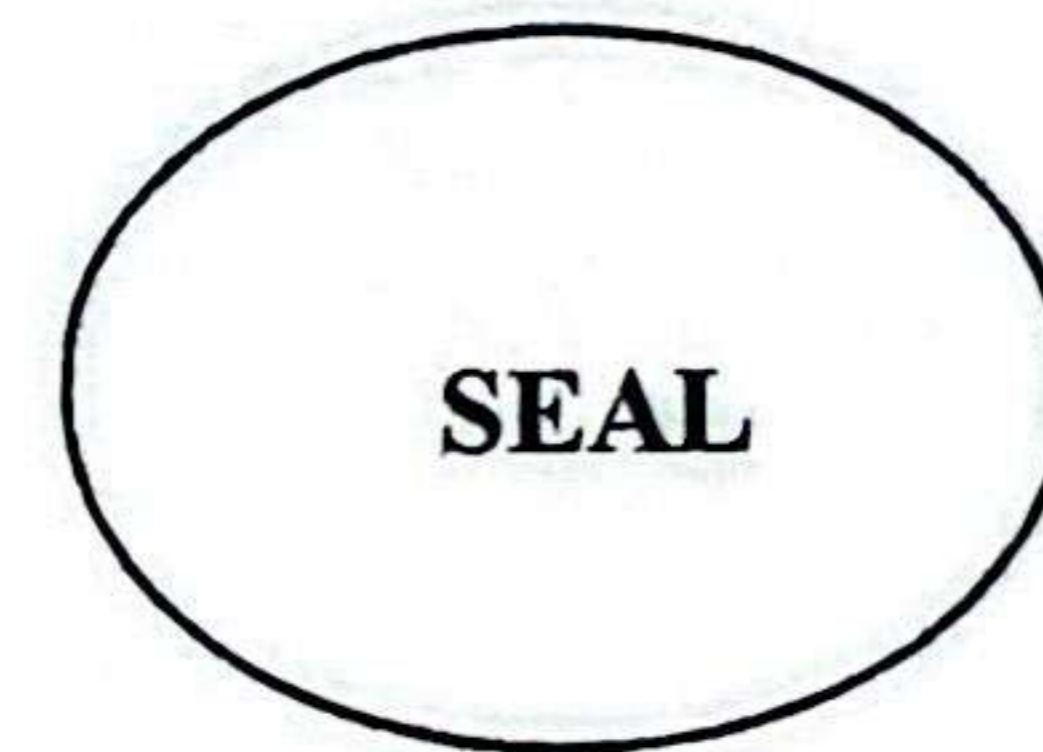
**14.0 WHOLE AGREEMENT**

14.1 This lease constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties.

14.2 No amendment or cancellation of this lease or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this lease shall be binding unless recorded in a written document signed by the parties.

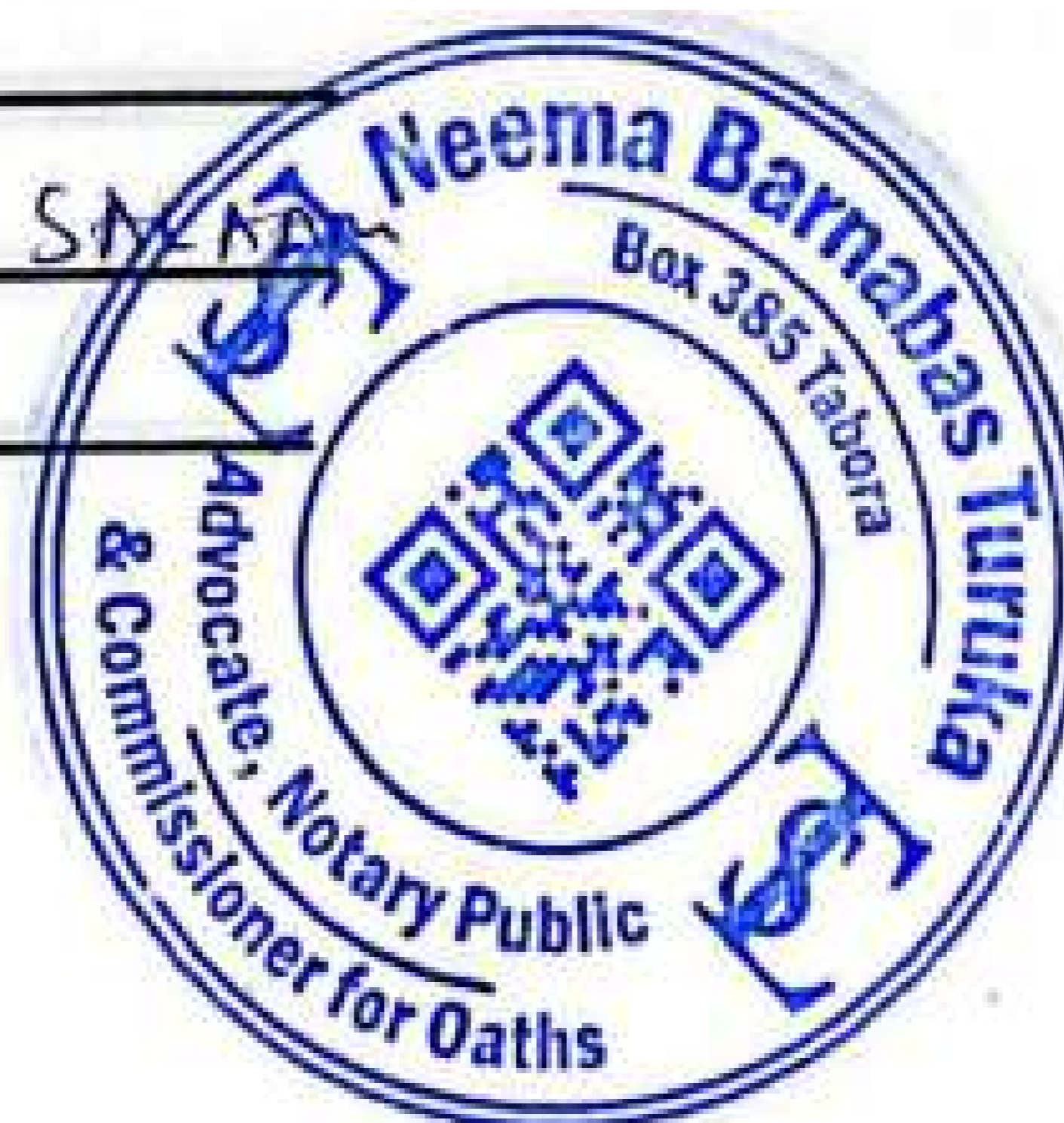
In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

**SEALED** with the **COMMON SEAL** of  
**CORNELY LEVI KILATU**  
and **DELIVERED** at **DAR ES SALAAM** in our  
Presence this .....<sup>2<sup>nd</sup></sup> day of October 2023

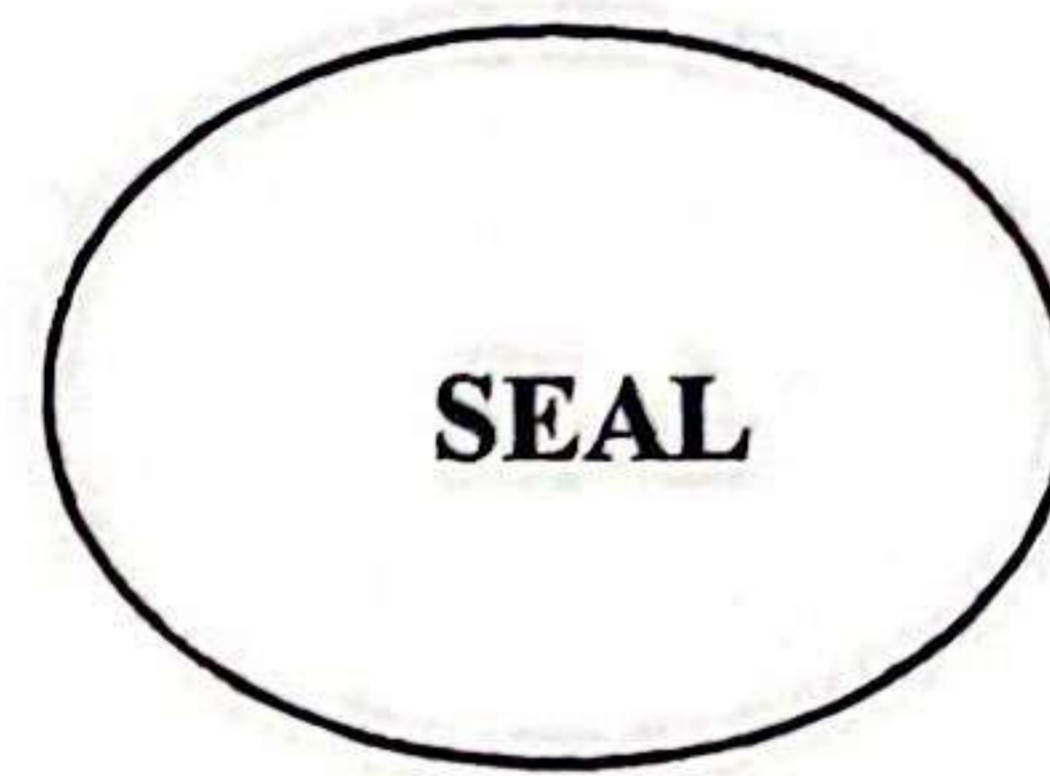


Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Qualification: \_\_\_\_\_

Name: NEEMA B. TURUKA  
Signature: \_\_\_\_\_  
Address: P.O. BOX 385, DAR ES SALAAM  
Qualification: ADVOCATE



SEALED with the COMMON SEAL of  
TANZANIA RAZOR BLADE MANUFACTURING LIMITED  
And DELIVERED at DAR ES SALAAM in my  
Presence this <sup>20<sup>th</sup></sup> day of October 2023



Name: MOHAMMAD Y. A. KARIM

Signature: \_\_\_\_\_

Address: \_\_\_\_\_ M-115

Qualification: TENANT



*[Handwritten marks]*