



LEASE AGREEMENT

This agreement is made at Dar es Salaam this 21st day of March, 2023.

BETWEEN

LAMADA HOTELS AND APARTMENTS LTD private limited liability Company incorporated under Companies (ACT, CAP 212) RE: 2002) of P.OBOX 25142 DAR ES SALAAM (hereinafter of referred to as "LESSOR" which expression shall the context so admits include its successors assignees in title) of the one part.

AND

R.V. EXPORTS LTD, private limited liability company limited incorporated under companies (ACT, Cap 2012 R.E.2002), of P.O.Box 7884, TEMEKE, Dar es Salaam (hereinafter referred to as "LESSEE" Which expression shall, where the context so admits, include its successors and assignees in title) of the other part.

RACITALS:

- A. WHEREAS, lessor is the rightful lessee of the landed propert number (PLOT No. 2689, situated at Mtoni Buza, Temeke District, Dar es Salaam leased from the REGISTERED TRUSTEES OF ANGLICAN CHURCH DIOCESE OF DAR ES SALAAM (hereinafter referred to as "Demised premises") and is willing and desirous to sub lease part of the said premises measuring 6000 square meter to the lessee in accordance with the terms and conditions of this Agreement;
- B. AND WHEREAS, The lessee has agreed to lease part of the said premises for the purpose of industrial production activities and storage of goods and liquid materials and offices.
- C. AND WHEREAS the Lessor and the Lessee (hereinafter referred to as Parties) mutually agree to execute this Agreement free from any encumbrance.

NOW THEREFORE ,THE PARTIES HERE TO MUTUALLY AGREE AS FOLLOWS:

1. The Lessor shall sublet and the Lessee shall take on lease part of the property known as Mtoni Buza, Temeke District, Dar es salaam at plot No 2689 (Demised Premises)
2. The Lessor hereby confirms expressly that the portion of Land the subject matter of this agreement has been earmarked for Industrial Plant, Storage Yard and Office Block activities.



3. The lessee shall carry out the construction of the industrial Plant, Storage Yard, Office Block and Parking Yard in Accordance with what is agreed herein and official approved building permit from responsible Government Authorities, Architectural and engineering drawing and project (PS) cost estimate/Bills of Quantities (BOQ) are attached as part of this Agreement and collectively marked Schedule B to this Agreement. The lessor will help on the process of getting approval of building permit. All costs relating to the matters started under this Clause shall be borne by the Lessee.
4. The Agreement shall be in force for the period of Fifteen (15) years and thereafter renewable for the same period subject to the terms to be agreed thereon with effect from 1st day of MAY 2023 up to 31st Day of APRIL 2038 (herein after referred to as " Commencement Date" or Expiry Date " or Lease Term")
5. The lessee shall pay to the lessor the sum TZS. 1,200,000/= (SAY: Tanzania shillings One Million Two Hundred Thousand only) each month for 6000 Square Meters.
6. The lessee shall pay to the lessor the sum of TZS 1,200,000 (SAY: Tanzania shillings One Million Two Hundred Thousand only) each month for 6000 Square Meters or the sum of the TZS 14,400,000/= per year.
7. The rental fee referred to under clause 5 with consideration of clause 6 hereof shall remain in force for the first five (5) year AND Second five years (5) only of the lease Term.
8. The rental fee referred to under Clause 5 with Consideration of Clause 6 hereof shall remain of force for the first ten (10) years only the lease Term. From the ten (10) years only the lease Term. From the ten (10) years. After the period of the contract terms the Rental fees shall attract an increment of five (5%) percentage only.
9. The Rental fees referred to under Clauses 5 and 6 hereof shall become due and payable in advance for the Two years a full amount of TZS 28,800,000/= (Say : Twenty Eight Million Eight hundred thousand only) for the two years of the contract as in clause 5. Lessee shall pay lessor after every years and shall be deposited into the bank account of the lessor. Clause 6 and 7 shall be applied as in this Clause 9. Provided that the lessor shall always be required to serve the lessee prior written demand notice for payment of the Rental fees.



10. The Rental fees referred to under Clause 6 hereof shall be the subject matter of the statutory withholding tax ten (10) percentage or as may be advised by the Tanzania Revenue Authority. Provided that the lessee shall be required to serve the lessor with a copy of the receipt and / or certificate of proof of payment of withholding tax the Tanzania Revenue Authority (TRA). If the lessee pay full rent, the lessor will pay Withholding Tax and provide proof receipt.

11. Notwithstanding anything contained in this Agreement, the parties hereto may mutually agree in writing to review the amount and modality of the due and payable Rental fees at my time, if necessary.

12. The lessee shall be responsible for registration of this Agreement and pay associated costs to the Tanzania Revenue Authority (TRA) or any other authority.

13. The lessee's Covenants

12.1 The lessee's hereby covenants as follows:-

- (i) The LESSEESS shall at its own expense develop and construct of a Fencing wall, Industrial Plant, Storage yard and Office Block the demised premises for general commercial Businesses, industrial production activities and storage of goods and liquid materials and offices, selling petrochemical products.
- (ii) Pay the rent herein reserved at the time and in the manner hereinabove provided.
- (iii) Comply in all respects with Acts, Regulations and BY-LAWS made by any competent authority in that behalf and which relate to business of Industrial, Commercial and Transportation at the demised premises.
- (iv) At the end of the lease period herein above provided, to yield vacant possession of the demised premises to the lessor in a good and tenantable condition.
- (v) The lessee shall have the right to remove its movable bits movable assets.
- (vi) Pay all the outgoings including electricity bills, water bills, telephone bills, business licenses, permits and the like during the lease period for the demised premises.
- (vii) Carry such repairs both structural and others to the demised premises as may be required from time to time at the lessee's own expense.
- (viii) Give the lessor, its agents, workmen or other persons authorized by him to enter upon the demised premises at least once in a years for purposes of inspecting the



condition of the demised premises, Provided that the lessor shall give notice of his intention to conduct such inspection.

(ix) The LESSEES shall on his expense pay all fees, taxes, relating to registration of the lease as an encumbrance to the Title and Lawyers bills.

13. The lessor's covenants:

13.1 the lessor hereby covenants as follows:

- (i) the LESSOR shall be responsible for paying the land rent and Municipal Rates which now are or at any time during the term may be assessed or imposed on the said premises.
- (ii) Land shall remain under the ownership of the lessor during the lease period.
- (iii) In case of lease premature termination by the lessor to compensate the lessee accordingly to the investment made and relocation expenses.
- (iv) To permit - The lessee paying the rent hereby reserved and performing and observing the covenants and conditions hereby contained or implied on his part to be performed and observed. Peacefully and quietly to possess and enjoy the premises during the term created without any interruption form or the lessor.

14. Termination.

14.1. Either party hereto may terminate this Agreement by giving the other party One (1) year notice in writing of the desire to so.

14.2. in the event the lessor terminates this Agreement before the expiry of the lease term for any reason Whatsoever, the amount of rental fees paid in advance for the remaining months shall be refunded withis sixty (60) days from the date of receipt of the notice of termination. Also the lessor compensates the lessee as per 12.1 (iii) Similarly, if the lessee wishes to terminate this Agreement before expire date, the amount of rental fees paid in advance for the remaining months shall be refunded for being unused, however, no compensation as per par 12.1 (iii) above.

14.3. Upon termination or expiry of this Agreement, the lessee shall yield up vacant possession of the Demised Premises in good and substantial repair and consistent with full and due compliance by the Lessee with its obligations under this Agreement, and the Lessee shall remove its equipment, fittings and fixtures and any signs erected by or at the instance of the lessee and make good any damage caused by such removal.

14.4. Termination of this Agreement shall not affect any accrued rights or liabilities of either party hereto nor shall it affect the coming into force or the continuance in force of



any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

15. Notices.

Any notice required/permitted to be given or made under this Agreement may be in writing or any other manner and such notice shall be deemed to have been duly served or made when in shall be delivered by hand, mail or fax to the address of such other party.

16. Disputes Dissolution.

The parties hereto shall make every effort to resolve amicably by information negotiations any disagreement, controversy or dispute arising between them under or in connection with this Agreement. If the parties are unable to reach an amicable solution for such dispute or disagreement within a period of three (3) months, any aggrieved party may refer the matter to a competent court for adjudication.

17. Hardships.

No obligation shall arise to any party if acts of nature such as floods, earthquake, hurricane or fire shall be the reasons for non-continuig of this Agreement.

18. Applicable law

This Agreement shall be governed and interpreted in accordance with this the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, THE PARTIES hereto have executed this Agreement in the year, date and manner as shown herein below:

SEALED with the **COMMON SEAL** of **LAMADA HOTEL APARTMENTS LTD. ("LESSOR")** and **DELIVERED** at **DAR ES SALAAM** on this 2nd day of March 2023

SEAL

IN OUR PRESENCE:

1. Name: SAAD YUSSUF MWINYI
Signature:
Address: P. O BOX 25142 DSM
Title: GENERAL MANAGER

LAMADA HOTEL AND APARTMENTS LTD
P.O. BOX 25142
DAR ES SALAAM

TIN: 104-652-360
SID:
WHI:

2. Name: ALLY J. FUNDIKIRA
Signature: Ally J.
Address: P.O Box 25145
Title: Director



SEALED with the COMMON SEAL of R.VEXPORTS LTD ("LESSEE") and DELIVERED at DAR ES SALAAM on this day of 2023

IN OUR PRESENCE:

1 Name: GURU RAUWARMA
Signature: [Signature]
Address: 784 DSM
Title: DIRECTOR



2 Name: RANIA MOHAMED
Signature: [Signature]
Address: 784 DSM
Title: DIRECTOR

TIN: 104-692-360
SDUP 144000
WHT - 144000
TOTAL 1584000
06/04/2023

Before me
Paul Jareg

