

ARUSHA - DOOFINLI

LEASE AGREEMENT

DATED THIS 24TH JUNE 2021

BETWEEN

KANAKLATA K PATEL
(LESSOR)

AND
KINGLION INVESTMENT COMPANY LIMITED
(LESSEE)

IN RESPECT OF GODOWN ON PLOT NO 133, BLOCK E, INDUSTRIAL
AREA, UNGA LTD, ARUSHA

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LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE THIS 24TH JUNE 2021

BETWEEN

KANAKLATA K PATEL of P.O. Box 530, Arusha, Tanzania (hereinafter referred to as the "LESSOR" which expression includes its heir's assignees) or other part;

AND

KINGLION INVESTMENT COMPANY LIMITED a limited liability company of P.O. Box 15245, Tanzania (TIN 130201121), and Certificate of incorporation 135569) (hereinafter referred to as the "LESSEE" which expression includes his heirs or assignees) of the other part;

WHEREAS, the Lessor is the beneficial owner of all the commercial premises known as Plot No 133 Block E., Industrial Area, UNGA LTD in Arusha Tanzania (hereinafter referred to as "the demised premises"); 700SQM

WHEREAS, the Lessee is desirous of renting part of the demised premises of the Lessor;

AND WHEREAS, for the purposes herein mentioned the Lessee is willing to lease part of the demised premises free from any liabilities from the Lessor and Lessor is willing to lease the demised premises to the Lessee and have it back at the end of the term of this Lease likewise free from any liabilities of the Lessee and in each case in accordance with the terms and conditions stipulated in this Agreement;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. **THE LEASE**

Subject to the terms of the Agreement the Lessor hereby leases the demised premises to the Lessee and the Lessee hereby takes the demised premises on lease from the Lessor.

2. **THE TERM OF THE LEASE**

2.1 The terms of the lease in this Agreement is THREE YEARS (36 months) with effective date which is from the date of possession that is 1ST JULY 2021 TO 30TH JUNE 2024.

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- 2.2 Intention to renew, terminate or extend the lease shall be terminated by either party giving three (3) months' notice in writing before expiry of the ongoing lease and such notice shall be binding.
- 2.3 That the lessee shall pay rent every month (from 1ST JULY 2021 TO 30TH JUNE 2024).
- 2.4 That at the renewal of the lease the rent shall increase per month subject to the negotiations of both parties at the market rate prevailing by that time.

3. **THE RENT**

- 3.1 The rent payable shall be USD ONE THOUSAND ONE HUNDRED ONLY (USD 1100) per month including all taxes such as Withholding Tax, BUT Excluding VAT.
- 3.2 Rent shall be paid every month (1ST JULY 2021 TO 30TH JUNE 2024).

4. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS: -**

- 4.1 To use and occupy the demised premises solely and exclusively for lawful commercial purposes.
- 4.2 To pay the reserved rent in the manner aforesaid.
- 4.3 To bear, pay and discharge all charges for water sewage charges and electricity consumed on the demised premises and for all telephone charges, if any located on the premises during the entire period of the Lessee's occupation of the building.
- 4.4 At all times keep the exterior and interior of the demised premises and appurtenances thereof on good and substantial repair and condition throughout the said term.
- 4.5 To permit the Lessor or his agents with all necessary workmen appointed by the Lessor, at all material time of the day upon Notice

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to the Lessee to enter upon the demised premises, for purposes of carrying thereon and effecting any repairs to the buildings which the Lessor may consider to be desirable or necessary.

- 4.6 Not to store or bring to the demised premises any article of a combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to take fire precautions to relate to the demised premises.
- 4.7 Not to erect any other building structure, pipe partition, wire or post upon the premises, not to make or suffer to be made any alterations(s) or improvement(s) in or addition thereto, nor to commit any waster spoil or destruction upon the demised premises and to report in writing to the Lessor any wants of preparation of the structure and external parts of the demised premises **PROVIDED ALWAYS THAT** the lessee shall subject to prior consent in writing of the Lessor, which consent shall not be unreasonably withheld, having been obtained or permitted, to erect or install such alteration or improvement to the demised premises but such alteration shall be removed prior to termination of the said term unless otherwise agreed with the Lessor.
- 4.8 Not to suffer in the demised premises or any part thereof any act or matter of anything whatsoever which may be or may cause annoyance or nuisance to neighbors or occupiers of adjoining premises.
- 4.9 Not to assign or sublet the whole or any part of the demised premises without prior written consent of the Lessor.
- 4.10 To yield up the demised premises at the expiration or sooner after determination of the said term in accordance with the several covenants hereinbefore contained.
- 4.11 To enter with, the lessor, into a separate agreement for the generator since it is not part of this agreement. The lessee has the option of renting the generator or not.

5. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS: -

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- 6.1 To pay all ground rates which are charged or chargeable in respect of the business or demised premises.
- 6.2 That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations made herein on his part contained, shall **PEACEABLE HOLD AND ENJOY** the demised premises during the said term without any interruption by the Lessor;
- 6.3 Upon cessation of the lease term herein granted, the Lessee shall repair, to the Lessor's satisfaction and make good all the spots, holes and breakage which occurred during the term of the lease;
- 6.4 That the Lessee shall settle all the bills for water, electricity and telephone prior to vacating the premises.

7. **PRESENTATIONS AND WARRANTIES.**

- 7.1 The Lessor hereby represents warrants and undertakes to the Lessee that the Lessor: -
 - 7.1.1 He is the legitimate and exclusive registered owner of the land pertinent to the demised premises. And that the said land is not encumbered in any manner whatsoever.
 - 7.1.2 He has the sole right to occupy and use the demised premises and has the right to grant to the Lessee all rights and privileged granted to the Lessee pursuant to this Agreement.
 - 7.1.3 The Lessor has full power and authority to execute this Agreement and to perform, his obligations herein stipulated.
- 7.2 The Lessee hereby represents warrants and undertakes to the Lessor: -
 - 7.2.1 To pay the said reserved rent and the further and additional payment hereinafter mentioned at the times and in the manner aforesaid clear of all deductions whatsoever.
 - 7.2.2 To keep the demised premises in decent manner, clean and tenantable repair.
- 7.3 As far as the Lessor is aware, there are not pending or threatened actions by any government or other authority, which would

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adversely affect the Lessor's right in the demised premises or, any of the rights of the Lessee in the Agreement.

8. **THE LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS: -**

- 8.1 That prior to the renewal or termination of the lease, the demised premises shall be subject to a joint inspection to determine the expected normal wear and tear beyond which would be on the Lessee's account.
- 8.2 That the legal charges for this lease shall be incurred equally by the Lessor and the Lessee.
- 8.3 That the Lessee shall not do anything that will, in anyway jeopardize the Lessor's right and title over the land pertinent to the demised premises.

9. **TERMINATION**

In the event that the Lessee concludes that due to circumstances beyond his control, he can no longer require the property for his use, he, shall issue a three (3) months' Notice to the Lessor to the effect that he desires to terminated this lease and shall, at the expiration of the Notice, handover to the Lessor control and possession of the demised premises under the same conditions as if the term of the Lease had come to an end and the Lessor shall not be under any obligation to refund the Lessee any rent already paid but not earned by the Lessor.

10. **NOTICE.**

Any notice, declaration or other communication required or authorized to be given by one party under the Agreement to the other party shall be in writing and shall either be personally deliver or dispatched by registered mail courier, or by dispatch and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated on the recital. Any notice shall operate and be deemed to have been served, if personally delivered, the next following business day, and if by courier and properly signed for, on the following business day. If any provision of the Agreement is held to be unenforceable under any applicable law, then such provision shall be excluded from the Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and all other provisions of the Agreement shall continue to be enforceable in accordance with the governing laws.

12. **GOVERNING LAW.**

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The laws of the United Republic of Tanzania shall govern this Agreement.

IN WITNESS WHEREOF the parties hereto executed these presents on the day and year appearing against their respective SIGNATURES.

SIGNED AND DELIEVERD by the said
.....on behalf of
KANAKLATA K PATEL

Kanak K. Patel

LESSOR

WITNESS:

Name: KANAKLATA K PATEL
Signature: KANAK K PATEL
Postal Address: P.O. Box 530 ARUSHA
Qualification: BUSINESS WOMEN.

SIGNED AND DELIEVERD by the said
[Signature] on behalf of
KINGLION INVESTMENT COMPANY LIMITED
to me personally this 15th day of JULY 2021



Name: [Signature]
Signature: [Signature]
Postal Address: [Address]
Qualification: [Qualification]

Name: NISA RAJJI LUDYA
Signature: [Signature]
Postal Address: 11999 ARUSHA
Qualification: BUSINESS WOMAN

USD = 2310 X 1100
= 2,541,000 X 12 = 30,492,000

WHI — 3,049,200/=

Sl Duty — 304,920/=

Copy — 1500/=

Stamp: STATE DUTY
Date: 30/09/2021
Receipt No: 998013605333
Signature: [Signature]
Title: [Title]
Name: [Name]

LEASE AGREEMENT

BY AND BETWEEN

**MOHAMEDARIF HAJI SOMJI trading as HMS ESTATES P. O. Box
Salaam - Tanzania**

(Lessor)

AND

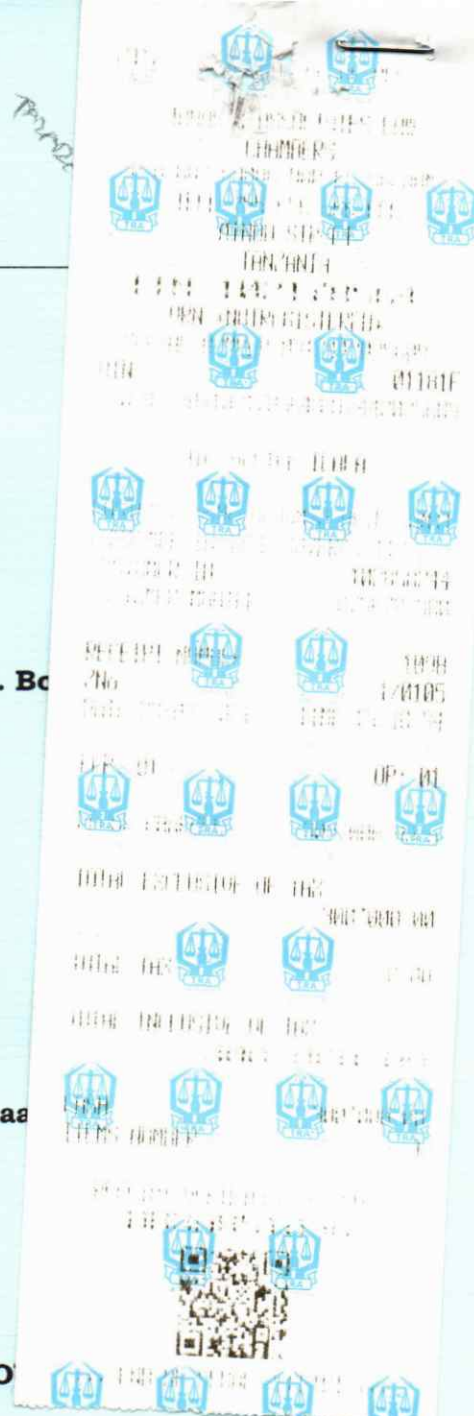
KINGLION INVESTMENT COMPANY LIMITED of Dar es Salaam

(Lessee)

In Respect of UNIT A # 2(SHOWROOM) & 3(WAREHOUSE)

PLOT NUMBER 30B/2,BLOCK NYERERE ROAD,

DAR ES SALAAM



LEASE AGREEMENT

THIS LEASE is made and entered at Dar es Salaam on this 1st day of October 2021.

By and BETWEEN

MOHAMEDARIF HAJI SOMJI trading as HMS ESTATES and registered pursuant to and in accordance with the provision of the Tanzania Business Names (Registration) Act, with **Registration Number of P.O Box 1052, Dar es Salaam** (hereinafter called and referred to as the **“Lessor”** which term of expression as herein used shall where the context so required or admits, mean and include his successors, heirs, liquidators and assigns) of the one part,

AND

KINGLION INVESTMENT COMPANY LIMITED of **Dar es Salaam – Tanzania**, a company dully registered under the Companies Act, 2002 certificate of incorporation NO. 126046, TIN NO. 130-201-121 (hereinafter referred to as **“Lessee”** which expression shall include his/its Successors and assign where the context so admits) of the other part

WHEREAS the Lessor offered verbally his premises referred to as **Unit A #2(SHOWROOM) & 3(WAREHOUSE) measuring approximately 1300 SQM** situated along **Nyerere Road, Plot Number 30B/2 Block Njaro Street, Industrial area** for lease to the **Lessee** indicating among other things description of the premises, intended rental and other key terms of references; And

WHEREAS the **Lessee** on 1st day of October, 2021 signified his acceptance of the offer, as seen all together with its terms of references and showed intention to contract;

THEREFORE, BOTH PARTIES HEREBY AGREE TO IT THAT:

1. **THAT** the **Lessor** is the lawful Owner sufficiently entitled to all that divided and define premises including **Unit A #2 (showroom) & 3(warehouse) measuring approximately 1300 SQM At Plot Number 30B/2 Block, Nyerere Road**, and that the **Lessor** has agreed to lease part of the property unto the said **Lessee** and the **Lessee** has agreed to take on lease the said part of the property from the said **Lessor** for the period and on the rental, terms and conditions hereafter set out.

3. The **Lessee** has before entering into this agreement inspected and accepted the demised premises in the condition it is in. The duty to maintain the said premises in all aspects shall be upon the Lessee only. There shall not be any service charges that the Lessee will be required to pay to the Lessor hence the duty to maintain the said premises.
4. The **Lessee** shall procure his own security guards who will ensure the security and safety of the Lessee's staffs and properties. The Lessee should further insure his staff, goods and properties against any accident whatsoever. The liability as to safety of Lessee's staff and goods is entirely upon the Lessee. The Lessor shall not be responsible in any manner whatsoever,
5. To procure all licenses and permits required for allowed usage of the demised Premises by **Lessee** as **KINGLION INVESTMENT COMPANY LIMITED**.
6. The **Lessee** shall maintain and keep the demised premises in a clean and sanitary state and keep the demised premises in accordance and conformity with the rules and regulations laws and by laws of the relevant local authority and or any other statutory body in force in Tanzania and keep the **Lessor** freed and indemnified from all prosecutions and fines which may be imposed in consequence of the breach or non-performance of any rules and regulations laws or by laws as far as the demised premises are concerned, provided same is not due to any act or omission on the part of the **Lessor**.
7. The **Lessee** shall not assign sub-let lease or part with the possession of the demised premises or any part or portion thereof except with the written consent of the **Lessor** being first had and obtained.
8. The **Lessee** undertakes not to do any structural alterations or improvement to the demised premises, other than the fixing or additional electrical appliances, and other necessary equipment's required to improve the living condition of the demised premises and such equipment as may be necessary for security purposes provided that such fixation or additions has been communicated to the **Lessor** and such consent shall not be unreasonably withheld by the **Lessor**. **Lessee** shall not be permitted to do any alteration of improvements to the demised premises for the purposes so desired by themselves. At the expiration of this Lease the **Lessee** shall as far as practicable restore the premises hereby demised to its original state in a good and tenantable condition well maintained, reasonable wear and tear expected.
9. The **Lessor** shall ensure all payments due to the relevant local authorities and any other statutory body such as Tanzania Revenue Authority, city council in



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A handwritten signature in blue ink, "MOHAMED ARIF SOMJI", is written over a rectangular blue ink stamp. The stamp contains the text: "T/A ESTATE", "P. O. BOX 2052", and "DAR-ES-SALAAM".

2. **THAT** for and in consideration of the lease-rental to be paid by the said **Lessee** and its aforewritten as hereinafter provided unto the said Lessor and their aforewritten and in consideration of the covenants provisions and agreements as hereafter contained on the part and on behalf of the **Lessee** and its aforewritten to be paid, observed and performed the said **Lessor** do hereby lease and demise unto the said **Lessee** and its aforewritten the leased premises known as **Unit A #.2(Showroom) & 3(warehouse) measuring approximately 1300 SQM At Plot Number 30B/2 Block, Nyerere Road.**

3. **TO HOLD** the said demised premises hereto together with the fixtures and the exclusive right to use the rights, privileges, easements, servitudes and appurtenances whatsoever thereto belonging unto the said premises and its aforewritten for and during the term or period of 2 years subject to renewal of the lease commencing from the **1st day of October 2021 to the 30th day of September 2023.** This Lease Agreement may be only renewable at the option and agreement of both parties.

- a) **YIELDING AND PAYING THEREFORE** during the said term unto the said Lessor the clear lease rental of **\$6000 (to be paid in Tanzanian shillings) + VAT** per month to be paid **Six months** in advance upon execution of this Lease Agreement. The above-mentioned amount will be deducted Tanzania Revenue Authority (TRA) withholding tax and upon completion of this tax payment, the Lessee shall present a certified copy of the proof of payment to the Lessor.

4. The said Lessee and its aforewritten do hereby covenant with the Lessor and his aforewritten that the said Lessee and its aforewritten shall and will during the continuance of this Lease Agreement hold the said Lease subject to the following obligations on the part of the Lessor and the Lessee respectively to be observed and performed.

(A) The Lessee hereby Covenants with the Lessor as follows:

1. The **Lessee** shall timely pay the lease rental amount stipulated herein above without failure. The applicable policy shall be PAY& STAY. Failure to pay rent on time will amount to breach of this agreement and the Lessee shall be required to surrender the leased premises.

2. The **Lessee** shall use the premises hereby demised as a Light Industrial Warehouse, Showroom and Office, unless otherwise agreed. In case the Lessee wants to use the demise premises for and additional purpose, he shall notify the **Lessor** in writing accordingly before commencement of the envisaged activity.



respect of the premises and/or on the rental payable thereon, in respect of the any rights of way, easements servitudes, appurtenances obtained, rented by the **Lessor** from such authorities in respect of the demised premises are paid to the said authorities as and when they become due the **Lessor** shall ensure that the agreements/ license in respect of the same are kept in force and renewed prior to the expiration thereof.

10. In the event of the **Lessee** required a renewal of this lease for a further period at the expiry of this lease, the **Lessee** shall apply to the **Lessor** or their duly authorized representative not less than three (03) months prior to the expiry of this lease, provided that such renewal shall be granted at the option of the **Lessor** and on the terms and conditions to be mutually agreed upon between the Parties hereto and provided also that such renewal shall not be withheld without reasons by the **Lessor**.
11. The **Lessee** shall pay the monthly bill for the usage utilities including water, sanitation, sewer, electricity (according to a separate meter that has been installed), gas, power, fuel and other services incident to Lessee's use of the Demised Premises whether or not the cost thereof be a charge or imposition against the demised premises.
12. The **Lessee** shall ensure that all bills in respect of sanitary removal and such fees levied by the local authority in respect of services provided to the demised premises by such local authority will be paid during the continuance of the lease period.
13. The **Lessee** shall pay the telephone bills, electricity bills and utilities dues in respect of the demised premises for and during the current of this agreement.
14. The **Lessee** shall ensure that the demises premises are not used in any manner that could create annoyance or nuisance or danger to the public or to the neighbours.
15. The **Lessee** shall permit the **Lessor**, his agents or authorized officers (such agents and authorized officers being identified in writing by the **Lessor**) on a reasonable notice to enter upon the demised premises during working hours for the purposes of viewing and /or executing such repairs as may be necessary to the demised premises. The requirement of notice shall not apply at times of emergency or where the property is in danger.



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MOHAMED ARIF SOMJI
T/A HMS ESTATES
P. 1052
DAR-ES-SALAAM

16. The **Lessee** shall and will at the expiration or other sooner determination or termination of this Lease peaceably and quietly deliver up and surrender the said premises hereto described together with the fixtures, electrical appliances and equipment unto the **Lessor**, as well as removing its goods and effects and those of all persons claiming under it, and to yield up to **Lessor** the demised premises in good order, repair and condition in all respects.

17. The **Lessee** shall be entitled to terminate this lease by giving the **Lessor** not less than three (03) months' notice of its intention to do the same and at the end of the said three (03) months' notice, this Lease shall end. The **Lessor** shall not refund any amount subject to lease to the **Lessee** and the **Lessee** shall be entitled to remove and take away all the items brought in by it to the demised premises without causing destruction to the premises. Provided that the provisions of this paragraph shall also be applicable to the **Lessor** mutatis mutandis.

(B) The Lessor hereby covenants with the Lessee as follows:

1. The **Lessor** shall permit the Lessee to bring its fixtures, tools, workshop equipment and other electrical items to include communication equipment and other items connected thereto, and install the same at the demised premises.

2. The **Lessor** does hereby for himself and his aforewritten covenant with the Lessee and its aforewritten that the Lessee paying the lease rental hereby reserved and agreed and observing and performing the several covenants and stipulations herein on its part contained shall peacefully hold and enjoy the demised premises during the said term without any interruption by the **Lessor** any person/s: lawfully claiming under or in trust for the **Lessor**. **Failure to timely pay the stipulated rental amount stipulated hereinabove for a duration of three (3) consecutive months will result to lockdown of the leased premises followed by eviction and termination of this Lease agreement.**

3. The **Lessor** shall warrant and defend title to demised premises and indemnify and keep the Lessee indemnified and saved harmless and reimbursed at all times from all claims demands costs and damages losses outgoings which may be incurred or suffered by the **Lessee** arising out of the title to the demised premises and/or any misrepresentation by the **Lessor** to the said **Lessee** in respect of the authenticity, validity and legality of the title to the demised premises and of the usage of the demised premises as a business premises.

4. The **Lessor** shall expressly mention this indenture of Lease hereby created in any agreement, contacts, liens, mortgages hypothecations, securities and/or deeds



MUHAMMAD AKIF SOMJI
T/A HHS ESTATES
P. O. BOX 1052
DAR-ES-SALAAM

including deeds of transfer and gifts of the ownership of the demised premises or any part thereof and shall bind the grantees purchasing or naggings to the effect that such grantees purchasers or assignees will abide by the terms and conditions and previous of the indenture of lease hereby created.

5. The **Lessor** shall not encumber in any way the demised premises and shall do the same only if adequate notice has been saved to the Lessee and that it is in agreeable to the same and the **Lessor** shall in the event of the Lessee's acknowledgement of the notice pay regularly all interest and capital due on account of any mortgage bonds in respect of the said demised premises and shall keep the **Lessee** free from dispossession or eviction due to the non-payment thereof. The **Lessee** although not obliged to shall be entitled to pay any mortgage installments due and deduct the same from the lease rentals.

6. At the expiry or termination of this Lease Agreement the Lessor shall permit the **Lessee** to remove from the demised premises any removable fixture and fittings added by him during the pendency thereof provided such fixtures and or fittings were not compensated by the **Lessor** and that the removal does not affect the structure of the building or property generally.

7. The **Lessor** shall not be responsible for the security and insurance of the Lessee's properties and staffs.

(C) RENTAL REVIEW:

This Agreement is specific for 24 Months (Two Calendar Years). The rental agreed herein will be FIXED at the rate given and there will be NO rental review until end of the tenure subject to renewal of the second calendar year.

(D) PROVIDED ALWAYS THAT and it is hereby agreed by and between the parties:

1. The **Lessee** shall be primarily liable and responsible for any damage due to violence or any civil commotion or riots or of fire floods or earthquakes and any other cause whatsoever, or due to any bad workmanship in the construction of the said building its foundations retaining walls if the buildings, or damage to its electrical, water, drainage or sewage as a result of which major structural repairs become necessary.
2. The damage to or theft of property or possessions, shall be the responsibility of the lessee. The lease is urged to insure his properties at his own expenses against any loss.



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MOHAMED ARIF SOMJI
T/A HNS ESTATES
P. O. BOX 152
DAR-ES-SALAAM

3. In the event of there being any disagreement regarding the valuation or quantum in respect of damages if any caused to the building as a result of the negligence of the said **Lessee** the matter shall be referred to an independent valuer agreed upon by the parties hereto, whose decision shall be final as far as issues before him are concerned. In the event that either party is dissatisfied with the decision of the valuer he may refer the matter to the High Court of Tanzania.
4. LESSEE'S Alterations: The **Lessee** shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the **Lessee** shall deem expedient or necessary for its purposes; PROVIDED, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises and that the **Lessee** obtained the consent thereto of the **Lessor** in writing. The **Lessor** agrees that it shall not withhold such consent unreasonably, provided further that all alterations and/or changes made to the leased premises shall become and remain to be the properties of the **Lessor** at the end of the lease tenure. The **Lessee** will not have any right to remove anything, which appears to be permanent attached to the Property.
5. SECURITY DEPOSIT/LIEN: For avoidance of doubt and to safeguard the prime interests of the **Lessor**, the **Lessee** herein shall pay a total sum of CASH equivalent to One (01) Month Rental Charges (excluding VAT) to the **Lessor** to be kept as a Refundable Security Deposit re-payable at the end of the tenure provided the Lessee has fully and faithfully carried out all of its terms. This Security Deposit backed by cash is a mandatory obligation and shall herein be referred to as a Special Condition to this Lease Agreement.
6. All notices to be given in respect of this Lease shall be given by sending the same by registered post at first place in the case of the Lessor addressed to the **Lessor, Mr. MOHAMEDARIF HAJI SOMJI of P. O. Box 1052 Dar es Salaam - Tanzania** and to the **Lessee, Mr. Ming Shiguo for KINGLION INVESTMENT COMPANY LIMITED of Dar es Salaam-Tanzania** or to such other address as may be furnished in writing by registered post by the parties hereto each other without prejudice of the laws and procedures governing service of notices. If convenience, notices can be served by physical delivery with a proof of a dispatch-book dully signed and endorsed.
7. The parties shall take an inventory of all furniture, fixtures and fittings in the demised premises at the start and termination of this Lease Agreement to enable the **Lessee** remove any furniture, fixture and fittings they brought in at the start and during pendency of this Agreement.



MOHAMED ARIF SOMJI
T/A H.M. ESTATES
P. O. Box 1052
DAR-ES-SALAAM

8. The parties shall pay in equal shares the Stamp Duty of this Lease; the Lessee's lawyer fees and expenses in respect of this Lease shall be borne by the **Lessee** and the **Lessor** shall bear their own legal expenses and fees.

9. INDEMNITY BY LESSEE: The **Lessee** shall save and hold the **Lessor** harmless and indemnify him from all injury, loss, claims or damage to any person, property, goods and/or machineries kept or found within the demised Premises during existence of this lease. **Lessee** shall maintain, at its own sole discretion, with respect to the demised Premises, an insurance cover for injury or death of its employees and customers together with its properties against fire or theft. A copy of the policy or a certificate of insurance, if any, shall be delivered to **Lessor** on or before the commencement date and no such policy shall be cancelable without prior written notice to the **Lessor**.

10. This Lease Agreement shall be subject to the Laws of the United Republic of Tanzania and in case of any dispute concerning this agreement, the parties shall resolve the same amicably through mediation in which the mediator will be appointed with the consent of both parties. In circumstances the disputed is failed to be resolved through mediation, the same shall be referred to a court of Law with competent jurisdiction to try it, and the same shall be executed as per attachments.

IN WITNESS WHEREOF the **Lessor** and the said **Lessee** have set their hands and common seal at the place and date afore written:

SIGNED and **DELIVERED** before me at
 Dar es Salaam by the said **MOHAMEDARIF HAJI SOMJI**
 (for and on behalf of **HMS ESTATES**) who is
 known to me personally
 this.....day of.....2021.

MOHAMED ARIF SOMJI
 T/A HMS ESTATES
 P.O. Box 1052..
 MOHAMEDARIF H. SOMJI

BEFORE ME:

Full Name: Claudia Nestory
 Signature: [Signature]
 Postal Address: 3256 D.M.
 Designation: ADVOCATE



[Signature]

MOHAMED ARIF SOMJI
 T/A HMS ESTATES
 P.O. Box 1052
 DAR-ES-SALAAM

STAMPED/SEALED with at Dar es Salaam with
 the **COMMON SEAL** of the
KINGLION INVESTMENT COMPANY LIMITED
 in our presence this ___ day of _____ 2021



1. Full Name: SUMAI HAO DING
 Signature: [Signature]
 Postal Address: P.O. Box 15245
 Designation: CHIEF MANAGER

2. Full Name: ASHRAF NOUR TITU
 Signature: [Signature]
 Postal Address: P.O. Box 33466 NM
 Designation: COMPANY SECRETARY

BEFORE ME:

Full Name: Claudia Nestory
 Signature: [Signature]
 Postal Address: 32566 SSM
 Designation: ADVOCATE



STAMP DUTY
 Shs: 1,660,413.60 Collected
 Receipt No: 998420360213 Date: 08/10/21
[Signature]
 Regional Manager - Kariakoo

Exchange Rate - 2,306.13
 WHT - 16,604,136.00
 Stamp Duty - 1,660,413.60
18,264,549.60



[Signature]
08/10/2021

MOHAMED ARIF SUMJI
 T/A HME ESTATES
 P.O. Box 1052
 DAR ES SALAAM

*** START OF LEGAL RECEIPT ***

MOHAMED ARIF SOMJI T/A HMS ESTATES
P.O BOX 1052, TEL NO: 0784 787 380
PLOT NO: 30B NYERERE ROAD
DAR ES SALAAM, TANZANIA
TIN: 102858247
VRN: 40025868E

MOHAMED ARIF SOMJI Real Estate

P.O. BOX 1052 DAR ES SALAAM
Keko Gerezani industrial area
Tel: 0784 787 380, 0756 787 380

SERIAL NUMBER: 0872003013
VIN: 01TREMOLM-109748056
1028582470872003013
TAX OFFICE: TEMEKE

VAT No. 40 - 025868 - E TIN No. 102 - 858 - 247

CUSTOMER NAME: Kinglioninvestmentcoltd
CUSTOMER ID TYPE: TIN
CUSTOMER ID: 130201121
CUSTOMER MOBILE:
CUSTOMER VRN: 40024837m

Y INVESTMENT CO LTD Date: 3/2/2022

W/H
COPY
Paid

RECEIPT NUMBER: 000000149
ZNO: 0006/00499
RECEIPT DATE: 04-02-2022 TIME: 15:52:20

SALAAM

No. 0115

RENTAL
1 X 99,403,200.00 99,403,200.00 A

-688

EXCLUSIVE OF TAX 84,240,000.00

7-m.

TIN No. 130-201-121

TAX A-18% 15,163,200.00

TOTAL TAX 15,163,200.00

TOTAL INCLUSIVE OF TAX 99,403,200.00

CREDIT 99,403,200.00

RECEIPT VERIFICATION CODE
8C7D9B149



ARS	PER MONTH Tshs.	SUB TOTAL
SHOWRMS.		
40		
40/NO 1.		
000	14,040,000	84,240,000
7 2022		
NINE MILLION FOUR HUNDRED THOUSAND		
THOUSAND TWO HUNDRED ONLY		
	Sub Total	84,240,000
	VAT Amount	15,163,200
	Total Amount	99,403,200

*** END OF LEGAL RECEIPT ***

MOHAMED ARIF SOMJI
T/A HMS ESTATES
P. O. BOX 1052
DAR ES SALAAM

Payments terms 30 days net.

**MKATABA WA KUPANGISHA GODOWN CHUMBA NAMBA 3, BLOCK 'O', PLOT
NAMBA.51 OLD AIRPORT STREET, JININI MBEYA**

Mkataba huu umetengenezwa na kuingiwa leo Tarehe 8 Mwezi Februari 2022

BAINA YA

MOVIN JOSEPH MWAHOLI wa S.L.P 1433 Mbeya, Simu namba 0754 376 452 (Ambaye katika Mkataba huu ataitwa “**MPANGISHAJII**”, jina ambalo litamaanisha kila mahali ambapo maudhui yake yataruhusu watendaji, wawakilishi na warithi wake) **KWA UPANDE MMOJA**

NA

KINGLION INVESTMENT COMPANY LIMITED kampuni binafsi ya S.L.P 15245 Dar es Salaam, Mwenye namba ya Mlipa Kodi 130-201-121 (Atakayefahamika kama “**MPANGAJI**” katika mkataba huu) **KWA UPANDE**

MWINGINE

KWAMBA Mpangishaji ni mmiliki halali wa Godown lililopo eneo la Old Airport, Block “O”, Plot No.51 Godown No.3 Halmashauri ya jiji la Mbeya (Ambapo kwenye mkataba huu litafahamika kama “Godown”).

KWAMBA Mpangaji ameonesha nia na kuridhia kutaka kupangishwa eneo hilo kama itakavyokuliwa katika mkataba huu.

NA KWAMBA Mpangishaji na Mpangaji kwa pamoja wamekubaliana kufanya makubaliano haya kama itakavyoandikwa hapa chini.

Hivyo, pande zote mbili zinashuhudia kwamba:

1. **Mpangishaji** anamkodisha Mpangaji Godown kwaajili ya biashara zake halali kwa kipindi cha miezi Kumi na Mbili (12) toka siku ya kutia saini na kuingia kwenye Godown.
2. Mkataba huu utakuwa wa pango lenye thamani za Shilingi za Kitanzania Milioni Kumi na Tano (TZS.15,000,000/=) tu kwa kipindi chote tajwa hapo juu. Kiasi hiki ni sawa na kodi ya TZS 1,250,000/= kwa mwezi.
3. Kwamba Mpangaji amekubali kulipa kiasi hicho chote kwa mkupuo mmoja kupitia benki akaunti ya Mpangishaji ambayo ni **CRDB BANK ACCOUNT NO: 0150362065700**
TAWI LA MBALIZI ROAD JINA: MOVIN JOSEPH MWAHOLI/FATUMA
M.MWAHOLI.
4. Kwamba malipo hayo ya pango hayatahusiana na ankara zote za maji, umeme, usafi, ulinzi na ukarabati wowote ambao Mpangaji ataufanya baada ya makubaliano haya. Mpangaji atalipa Ankara hizo na gharama nyingine kwa matumizi yake yeye mwenyewe.
5. Mpangishaji anampa mamlaka Mpangaji ya kuboresha na kurekebisha Godown kwa matumizi yake binafsi na kwa gharama zake.
6. Mkataba huu utafanyiwa marejeo baada ya muda wake kukamilika na Mpangishaji na Mpangaji kwa pamoja watakaa na kujadili maudhuo mapya ya kuendelea na mkataba huu.
7. Kwamba Mpangishaji anamuhakikishia Mpangaji kufurahia na kutumia Godown hilo bila

bugudha yoyote ile kutoka kwake au mamlak yoyote ile ya kiserikali na binafsi.

8. Kwamba Mpangaji atatumia Godown hilo kwa kusudi la kisheria na kufuata taratibu za mamlaka husika.
9. Endapo itatokea sintofahamu itayomfanya Mpangaji kutofanya shughuli zaake kama ilivyokubalika basi pande zote zitarudi kama zilivyokuwa awali kabla ya kutiliana saina mkataba huu.
10. Pande zote zimeafikiana endapo kutatokea kutoelewana basi wataketi na kujadiliana changamoto hizo.
11. Pande zote mbili zimekubaliana kukaa mara kwa mara kwa lengo la kujadiliana na kushauriana mambo yote yenye lengo la kukuza na kuboresha mkataba huu.
12. Pande yoyote itakayotaka kuvunja mkataba huu itatoa notisi ya siku thelathini (30) kabla yakufanya hivyo.
13. Mkataba huu unalindwa na kutafsiriwa na Sheria za Jamhuri ya Muungano wa Tanzania na kama itatokea mgogoro basi pande zote zitaujadili.

HIVYO BASI, PANDE ZOTE ZINASHUHUDIA kwa kuweka saina zao katika tarehe na Mwaka kama inavyotokea hapa chini:

IMEWEKWA SAHIHI na KUWASILISHWA
hapa Mbeya na **MOVIN JOSEPH MWAHOLI**
ambaye ninamfahamu/ametambulishwa
kwangu na
.....ambaye ninamfahamu.
Leo Tarehe ... 8 ... Mwezi ... 2 ... 2022

Mbe

.....
MPANGISHAJI



Mbele yangu:

Jina: **ROBERT RENATUS RWEYEMAMU**
Saini:
Anwani: **P.O BOX 32196**
Wadhifa: **WAKILI**



IMEWASILISHWA NA KUPIGWA MUHURI
WA MOTO/STAMP ya KINGLION INVESTMENT
COMPANY LIMITED

Leo Tarehe ... 8 ... Mwezi ... 2 ... 2022
Jina: **JOHN MALALE EUAJ**
Sahihi:
Anwani: **P.O. BOX 15245 DJM**
Wadhifa: **SALES MANAGER**

Mbe

.....
MPANGAJI

Mbele Yangu:

Jina: **ROBERT RENATUS RWEYEMAMU**
Saini:
Anwani: **P.O BOX 32196**
Wadhifa: **WAKILI**



Dated this 22nd day of FEBRUARY 2022

LEASE AGREEMENT

BETWEEN

HUSSEIN BAHATI OLLOMY

AND

KINGLION INVESTMENT COMPANY LIMITED

Drawn by:

Goldmark Attorneys,
Advocates,
Plot No. 13 Block "L",
Mbeya Avenue, Uhindini,
P.O.Box 1605,
DODOMA.

LEASE AGREEMENT

This Lease Agreement is made this^{22nd}..... day of ^{February}.....2022

Between

HUSSEIN BAHATI OLLOMY of P.O. Box 1631, Dodoma, Tanzania (Hereinafter called the Land lord (which expression shall include wherever applicable, his legal representatives, agents, heirs and assigns) **of the ONE PART.**

And

KINGLION INVESTMENT COMPANY LIMITED of P.O. Box 15245, Dar Es Salaam, Tanzania (Hereinafter called the Tenant, (which expression shall include wherever applicable, his legal representatives, agents, heirs and assigns) **of the OTHER PART.**

WHEREAS

- (a) The Land lord is the legal owner of godown number one (1) situated in plot No. 7, Block "57", Area A, Kizota Industrial Area within Dodoma City "the demised premises",
- (b) The landlord has agreed to grant the tenant a lease in respect of the demised premises for a period of one (1) year renewable contract commencing on the 1st day of April 2022 to 31st day of March 2023 without any interference, subject to terms and conditions laid down in this agreement.
- (c) The Tenant has agreed and hereby undertakes to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Lease

In pursuance of the said agreement, the Landlord shall lease to the Tenant and the Tenant shall take on lease of the demised premises situated in plot No. 7, Block "57", in Area A, Kizota Industrial Area within Dodoma Municipality at the monthly rent of Tanzania Shillings Three Million and Eight Hundred Thousand Only, (TZS. 3,800,000.00).

2. Payment

The annual rent herein totals the sum of Tanzania Shillings Forty Five Million and Six Hundred Thousand Only, (TZS. 45,600,000/=), an amount which shall be paid in full upon the execution of this agreement through the following Bank Account.

Bank : CRDB
Branch: DODOMA
Account Name: GOLDEN COINS HOTEL
Account Number: 01J1082298600

3. Utilities

In addition to the rent herein above stipulated, the tenant user undertakes to further contribute and pay a monthly services charge for electricity, water, security.

4. Renewal of the Term

The lease agreement hereby entered shall be for a period of one (1) year renewable at the option of the parties and upon such terms as shall mutually be determined by both parties. The Landlord shall be at liberty to increase rent after expiry of this contract and upon communicating his intention to the tenant and upon negotiation with the same.

5. Landlord's Warranties and Representations

The Landlord warrants and represent to the Tenant that he is the legal owner of the godown number 1 herein the demised premise and that he is legally capable and duly authorised to possess the premises and hence enter into this Lease and perform all the obligations set out herein. The Landlord further warrants and assures the Tenant that the Tenant shall enjoy peaceful possession of the premise without any interference from the owner or any person claiming for, under, or, in trust for him and that he shall keep the Tenant free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease however the tenant shall be liable for all claims, demands, actions or proceedings arising from the conducts of her personnel who will be residing and working within the demised premises.

6. Tenant's Right an Obligations

The Tenant **HEREBY COVENANTS** with the landlord as follows:

- 6.1 To pay the reserved rent at the time and in the manner herein provided;
- 6.2 To pay for all charges in respect of utility bills consumed, if any, in connection with the demised premises during the said term;
- 6.3 To allow the Landlord and/or his agents at all reasonable times to enter upon the property to inspect or carry out repairs when necessary;
- 6.4 Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance,

annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighbourhood;

- 6.5 Not to use the demised premises or any part thereof for any illegal or immoral purpose;
- 6.6 To yield up the demised premises with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenantable condition in accordance with the covenants herein contained, fair wear and tear excepted;

7. Landlord's Rights and Obligations

The Landlord HEREBY COVENANTS with the Tenant as follows:

- 7.1 Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term;
- 7.2 For the purpose of maintaining the premises, the Landlord reserves the right to enter the demised premises let to the tenant and inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the Tenant (which consent shall not be unreasonably withheld) and at Tenant's discretion.

8. General Terms and Conditions

It is hereby provided always and it is hereby expressly agreed and declared as follows:

- 8.1 Should the Tenant desire to vacate the demises at any time during subsistence of this agreement, the Tenant shall give a one (1) month notice signifying such intention;
- 8.2 If the Landlord wants to terminate the lease he shall be entitled to terminate this lease agreement provided that a one (1) month notice in writing has been already issued to the Tenant by the Landlord;
- 8.3 If the tenant shall be desirous of taking a lease of the demised premises for any further term upon the expiration of the term hereby granted, she shall be obliged to give the landlord a one (1) month notice of such desire prior to the expiration of term hereby granted.

8.4 In case the agreement is renewable after the expiry date, the Tenant and the Landlord will negotiate again the rent amount and other terms of contract.

9. Dispute Resolution

Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the right, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be resolved amicably by way of mediation as a first alternative failure of which either party will be at liberty to refer the dispute before a competent court of law.

10. Interpretation of the contract

This contract shall be interpreted and determined under the laws of the United Republic of Tanzania.

11. Execution Copies

This Lease shall be executed in duplicate; one shall be retained by the Tenant and the second by the landlord.

12. That by signing this lease agreement, the landlord acknowledge receipt of the annual rent amounting to Tanzania Shillings Forty Five Million and Six Hundred Thousand Only, (say TZS. 45,600,000.00) withholding tax inclusive.

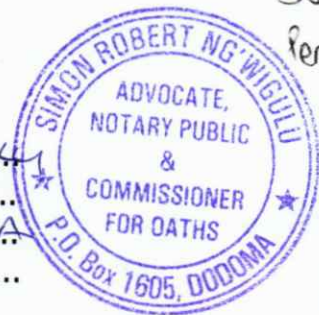
IN WITNESS WHEREOF the parties have hereunto executed these present on the manner and on the days and year hereinafter appearing.

SIGNED and DELIVERED at DODOMA by the said)
HUSSEIN BAHATI OLLOMY who is known to me)
personally/identified to me by.....)
the latter being known to me this day of 2022)

[Signature]
.....
LESSOR

BEFORE ME:

FULL NAME: *Simon Robert Ngwigulu*
SIGNATURE: *[Signature]*
POSTAL ADDRESS: *P.O. Box 1605, Dodoma*
QUALIFICATION: *Advocate*



130-201-121
WHT 4,560,000
SD 456,000
Penalty 1,000,000
Stamp Duty 456,000
Shs: 456,000
99841880158
Date: 20/02/2022
Collected
857108010161
Regional Manager - Kariakoo

SEALED and DELIVERED at **DODOMA** with the common)
seal of the said **KINGLION INVESTMENT COMPANY** ^{21st})
LIMITED and **DELIVERED** to us in our presence this)
day of FEBRUARY 2022)

COMMON SEAL

FULL NAME: RATNAKAR WAGH.....
SIGNATURE:
POSTAL ADDRESS: KIJITONYAMA.....
QUALIFICATION: CHIEF EXECUTIVE DIRECTOR.....



FULL NAME: ROBERT RENATUS RWEYEMAMU.....
SIGNATURE:
POSTAL ADDRESS: P. O. Box 22196 DDM.....
QUALIFICATION: ADVOCATE.....

