

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made on the <sup>15<sup>TH</sup></sup> day of November 2022

**BETWEEN**

**TPM (1998) LIMITED** of P.O. Box 239, Morogoro, Tanzania a limited liability Company incorporated in Tanzania under Companies Ordinance Cap.212 as repealed and replaced by the Companies Act (Cap.212 R.E.2002) (hereinafter called "**the Lessor**") on One part.

**AND**

**A ONE PRODUCTS AND BOTTLERS LIMITED** of P.O.Box 22196, Dar es Salaam, a limited liability Company incorporated in Tanzania under Companies Ordinance Cap.212 as repealed and replaced by the Companies Act (Cap R.E 2002) (hereinafter called "**the Lessee**") on the Other part.

**WHEREAS**

The Lessor and the Lessee shall be individually called as "**party**" and collectively called as "**Parties**".

**The Lessor** has represented himself to be a legal and beneficial owner of the property situated at Plot No.79A, 79B, 80 and 81, Block: NOFA, Pasua, Pasua, Moshi Municipal, Kilimanjaro, Tanzania, (hereinafter collectively referred to as "**demised premises**") and is desirous of leasing the same to the "**Lessee**" for the office and storage purpose.

**The Lessee** is desirous of taking the abovementioned "Demised Premises" on lease upon terms and conditions hereinafter appearing.

**NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. The period of tenancy herein referred to as the "Contractual period" shall be for Five (05) years starting from 15<sup>th</sup> November 2022 to 14<sup>th</sup> November 2027 with an option for renewal following one month notice prior to the expiry date.

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2. That the Lessee shall pay monthly rent of T.Shs. 5,000,000/- (Tanzanian Shillings Five Million only) inclusive of VAT payable 12 months in advance at the time of execution of this Lease and the Lessor shall acknowledge such advance rental.
3. That the Lessee shall pay the rent for the next 12 months in advance before completion of first year of tenancy and the Lessor shall acknowledge the same. The same shall be followed for the rest of the Contractual Period of lease.
4. That the Lessee shall pay all utilities as per his requirement and it is not included in Rent and Service charges.
5. That the Lessee has an option to terminate the lease by giving the Lessor one month notice in writing of the desire to do so. In the case of early termination by the Lessee, the Lessor shall refund the rent for the remaining period to the Lessee before the day of termination.
6. That the Lessee hereby covenants with the Lessor as follows:
  - a) To permit the Lessor and or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine and or to execute major repairs to the demised premises under the Lessor covenants in that behalf.
  - b) To keep the demised premises and fixtures in good state of repair.
  - c) Not to make or suffer to be made any alterations or additions to the demised premises without the consent of the Lessor.
  - d) At the termination of the lease or early termination of the tenancy to hand over the demised premises to the Lessor complete with all locks and Keys and in same good condition as it was found in at the beginning of this Agreement, fair wear and tear being accepted.
7. That the Lessor hereby covenants with the Lessee as follows:
  - a) To pay withhold taxes, land rent and other statutory charges related to the demised premises as per the prevailing law.
  - b) To carry out all major structural repairs and keep the exterior of the demised premises in good leasable condition.

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- c) To indemnify the Lessee against all losses whether financial or incidental due to misrepresentation of the ownership by the Lessor of the demised premises.
  - d) The Lessee, having occupied the demised premises and observing and performing the several covenants, shall peacefully hold and enjoy the demised premises without interruption by the Lessor or his agents.
8. Provided and it is hereby agreed and declared that:
- a) If at any time during the lease the demised premises is damaged by fire, not attributable to the Lessee, or by force majeure and it becomes unfit for habitation, the Lessor shall afford the Lessee acceptable alternative accommodation.
  - b) Each party hereto may sign identical counterparts of this Agreement with same effect as if both parties hereto had signed the same document. A copy of this Agreement signed by one Party hereto and delivered to the other party shall have the same effect as the delivery of an original of this Agreement containing the original signature of such party.
  - c) The Stamp duty and all expenses in respect to this deed shall be borne and paid by the lessee.
  - d) The Parties shall use their best efforts to settle amicably all disputes arising out of this contract. In case the Parties fail to resolve disputes amicably, the matter shall be resolved in accordance with the Laws of Tanzania through Court of Law.

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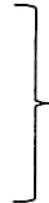
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IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN EXECUTED ON THE DATE SET OUT AGAINST OUR RESPECTIVE SIGNATURES.

SEALED with the COMMON SEAL of the Said TPM (1998) LIMITED Of P.O.Box 239 And delivered in our presence This ..15<sup>th</sup> day of .....NOV..... 2022



Signature: ..... *[Handwritten Signature]* ..... 4D  
Name: CULAMABAS.....DEWI  
Qualification: DIRECTOR.....

Signature: ..... *[Handwritten Signature]* .....  
Name: MURTAZA DEWI  
Qualification: Secretary.....

SEALED with the COMMON SEAL of the Said A ONE PRODUCTS AND BOTTLERS LIMITED Of P.O.Box: 22196 And delivered in our presence This ..... Day of ..... 2022

STAMP DUTY  
Shg: 512,474,581 = Collected:  
Receipt No: TUS Dated: 23/11/2022  
Sign: *[Handwritten Signature]*  
LARGE TAXPAYERS DEPARTMENT

Signature: ..... *[Handwritten Signature]* .....  
Name: FAZAL DEWI  
Qualification: DIRECTOR.....

Signature: ..... *[Handwritten Signature]* .....  
Name: MURTAZA DEWI  
Qualification: Secretary.....



*[Handwritten Signature]*  
23/11/2022