

Dated this 9 day of January 2023

LEASE AGREEMENT

BETWEEN

AZIZ MOHAMED SOOD

AND

DEW DROP DRINK COMPANY LIMITED

LEASE AGREEMENT

This Lease Agreement is made at Dar es salaam this 9 day of June 2023.

Between

AZIZ MOHAMED SOOD of Post Office Box Number 155, Sumbawanga, Tanzania, (hereinafter called "**the lessor**") on the one part

And

DEW DROP DRINK COMPANY LIMITED of Post Office Box Number 155, Sumbawanga, Tanzania, (hereinafter called "**the Lessee**") on the other part.

WHEREAS the lessor is the lawful owner of land situated on Plot No. 1370,1371,1374,1376,1366,1368,1369 situate at kizwite street, Lwiche ward, within Sumbawanga municipal (hereinafter called "**the premises**") and is desirous of leasing the same to the lessee.

AND WHEREAS the lessee is desirous of leasing from the lessor the aforementioned premises for construction of a bottled water factory/plant.

NOW THEREFORE THIS DEED WITNESSETH as follows:

- A. In consideration of the rent and covenants by the Lessee and conditions hereinafter reserved and contained, the Lessor shall demise to the lessee the aforesaid premises above.
- B. The lessee shall **HOLD** the same for a term of Thirty-Three (33) years, commencing on the 9th January, 2023 to 09th January, 2056 unless the contract is terminated by either party giving the other a one-year (1) notice in writing to terminate the same or on breach by the lessee of any of the covenants as hereinafter provided.
- C. That, the lessee shall **YIELD AND PAY THEREOF** during the said lease a monthly rent of Tanzania Shillings Three Million and Five Hundred Thousand shillings only, (say TZS. 4,500,000/=) per month and hence the annual rent shall be the sum of Tanzania Shillings Forty-Two Million only, (say TZS. 54,000,000/=) which is equivalent to twelve months' rent.
- D. That, the lessee shall start **YIELDING AND PAYING** the agreed rent above on the first day of the third lease year. For avoidance of doubt, the lessee shall start paying rent on 9th January, 2024.

- E. That, beginning on the first day of the second lease year and on the first day of every lease year thereafter during the term thereof the annual rent shall be increased by ten percent (10%) of the amount of annual rent which was in effect during the immediately preceding lease year.
- F. That, the lessee shall erect and/or construct a bottled water factory/plant whose value is equal to or less than Tanzania shillings Two billion on hundred eighty-eight million six hundred seventeen thousand one hundred and sixty-nine and sixty-eight cents (TZS 2,188,617,169.68/=)
- G. That, the parties herein covenant that the money and/or cost used by lessee to erect and/or construct a bottled water factory/plant worth Tanzania Shillings Two billion one hundred eighty-eight million six hundred seventeen thousand one hundred and sixty-nine and sixty-eight cents (SAY TZS 2,188,617,169.68/=) shall be deducted from annual rent payable by the lessee.
- H. That, the above agreed annual rent shall be paid to the lessor in one instalment on 7th January of each lease year.
- I. That, the lessee shall at all times and from time to time have the right to encumber by mortgage, deed of trust, or security agreement (mortgage) the premises to secure such loans from time to time made by any person/institutions.
- J. That, the lessor shall not at any time during the term of this lease mortgage, transfer, sell or execute any other security instrument against the leased premises.
- K. In case of negligence on part of the lessee leading to destruction and/or damage of anything within the leased premises, the lessee shall be responsible to renovate the same at her own costs.
- L. The agreement may by mutual consent of both parties be renewed after the lapse of contractual period by lessee giving the other party a one (1) year notice of the intention to renew the lease agreement.
- M. The Lessee shall be entitled to sublease the leased premises or change the use of the demised premises apart from the use which has been agreed by both parties in this agreement without prior consent of the lessor.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

1. To pay the stated rent on the day and in the manner aforesaid without any delay whatsoever.
2. To use the demised premises for lawful purposes only.
3. To pay the water, electricity and other utility consumption bills associated to the Lease.
4. Not to assign, sublet or part with the possession of the demised premises or any part or parts thereof under any reason or circumstances whatsoever.
5. To keep both interior and exterior of the demised premises in good and tenable condition.
6. To repair and incur costs of repairs of premises
7. The Lessee must notify and seek the consent of the Lessor before doing any sort of major renovation.
8. To ensure the vegetation (grass, flowers and trees) within the demised premises are watered and well taken care of.
9. Not to conduct any form of animal keeping within the demised premises with exception of only dogs and cats.
10. To permit the Lessor at reasonable times of the day and after twelve (12) hours' notice to the lessee in that respect to enter upon the demised premises and examine the condition of the premises.
11. To ensure that the premises are always safe from any danger which might be caused by acts of fire and/or any of dangerous thing of which are foreseeable and may be avoided

THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

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 Lessor to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term;

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:

- i. Any dispute arising out or in connection with this agreement the parties shall resort the amicable settlement unless such amicable settlement is not met.

ii. This agreement is made under the laws of the United Republic of Tanzania.

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

SIGNED and DELIVERED by the said **AZIZ MOHAMED SOOD** who is known to me/ or has been introduced to me by

the latter being known to me personally this 09 day of January 2023

BEFORE ME:

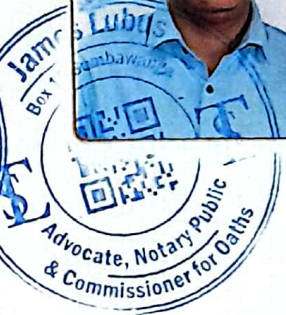
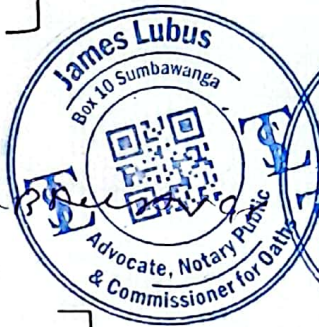
Name: James Lubus

Signature: [Signature]

Address: P.O. Box 10 Sumbawanga

Qualification: Advocate

[Signature]
LESSOR



SEALED by the **COMMON SEAL OF** the said **DEW DROP DRINK COMPANY LIMITED** who is known to me/ or has been introduced to me

the latter being known to me personally this 09 day of January 2023

[Signature]

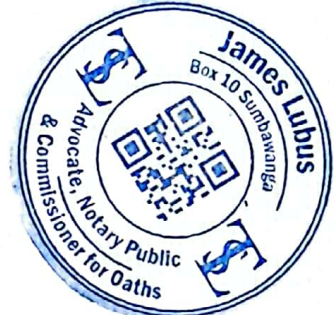
COMMON SEAL OF LESSEE

Name: James Lubus

Signature: [Signature]

Address: P.O. Box 10 Sumbawanga

Qualification: Advocate



Name: James Lubus

Signature: [Signature]

Address: P.O. Box 10 Sumbawanga

Qualification: Advocate

BEFORE ME:

Name: James Lubus

Signature: [Signature]

Address: P.O. Box 10 Sumbawanga

Qualification: Advocate

