

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the ^{21st} Day of ... January 2024.

BETWEEN

MOHAMMED ENTERPRISES (TANZANIA) LIMITED of P.O. Box 20660, Dar es Salaam, a limited liability Company incorporated in Tanzania under Companies Ordinance Cap.212 as repealed and replaced by the Companies Act (Cap 212 R.E 2002) (hereinafter called '**the Lessor**') on one part.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

AONE 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Box 22196, Dar es Salaam, a limited liability Company incorporated in Tanzania under Companies Ordinance Cap.212 as repealed and replaced by the Companies Act (Cap 212 R.E 2002) (hereinafter called '**the Lessee**') on the other part.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. 64, Kipawa Industrial Area, Dar es Salaam (hereinafter collectively referred to as "**demised premises**") and is desirous of leasing area of around 1,200 Sqm to the "**Lessee**" for the purpose of constructing carbon dioxide plant.

The Lessee is desirous of taking on lease the above-mentioned "**Demised Premises**" upon the terms and conditions hereinafter appearing:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The period of tenancy herein referred to as the "Contractual Period" shall be for 1 (One) Year starting from 21st January 2024 to 20th January 2026 with an option for renewal following one month notice prior to the expiry date.
2. That the Lessee shall pay monthly rent of T. Shs. 1,200,000 /- (T. Shs. One Million Two Hundred Thousand 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 and same shall be followed for the remaining period of lease.
3. That the Lessee shall pay all utilities as per his requirement and it is not included in Rent and Service charges.

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4. 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.

5. 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 sooner termination of the tenancy to hand over the demised premises to the Lessor complete with all locks & keys and in same good conditions as it was found in at the beginning of this agreement, fair wear & tear being accepted.

6. 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 Lesseeable condition.
- c) 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.

7. Provided and it is hereby agreed and declared that:

- a) If at any time during the lease the demised premises becomes damages by fire, not attributable to the Lessee, or by force majored 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 the 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 the expenses in respect to this deed shall be borne and paid by the Lessee.

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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 the court of law.

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 **MOHAMMED ENTERPRISES (TANZANIA)
LIMITED** of P.O. Box 20660, Dar es Salaam
And delivered in our presence
This 21st day of January 2024

Signature: *[Signature]*
Name: *Muhammad H. F. Dewji*
Qualification: *Director*

Signature: *[Signature]*
Name: *Murtoza Dewji*
Qualification: *Secretary*

Sealed with the Common Seal of the
Said **AONE PRODUCTS AND BOTTLERS LIMITED**
of P.O. Box 22196, Dar es Salaam
And delivered in our presence
This 21st day of January 2024

Signature: *[Signature]*
Name: *Muhammad H. F. Dewji*
Qualification: *Director*

Signature: *[Signature]*
Name: *Murtoza Dewji*
Qualification: *Secretary*

STAMP DUTY
Shs. 124,033.9/- Collected
Receipt No: *TIS* Dated: 2/2/24
Sign: *[Signature]*
LARGE TAXPAYERS DEPARTMENT

BEFORE ME:

Signature: *[Signature]*
Name: *PETER ANDERSON MWA KIBANGU*
Address: *P.O. Box 8885 Dar es Salaam*
Qualification: NOTARY PUBLIC/ COMMISSIONER OF OATH



[Signature]