

COMMERCIAL LEASE AGREEMENT
AN AGREEMENT made this 27th Day of April 2023
BETWEEN

CARINA LIMITED of P.O. Box 7611, MOSHI (hereinafter referred as which expression shall where the context so admits include the title under him) of one Part.

SAMS INDUSTRY LTD P.O. Box 0662, MOSHI (Hereinafter call which expression shall where the context so admits include the title under him) of another Part.

1. THAT

The Landlord owns and agrees to let and Tenant agrees Landlord part of the leased premise for factory or manu (henceforth called the "Demised Area") situated at Plc PASUA

2. Duration of the tenancy and Rental Payments;

2.1. That, this agreement shall be for 5 (FIVE) years and 30 months on both parties agreement and shall start

2023. The Tenant may have the option to renewal subject to agreement by both parties.

2.2. That, the demised area has One (1) Compartment of 640 sqm to be used for factory or manufacturing.

2.3. The first 2 months of the lease ending on 30th June 2023 is not chargeable as per the mutual understanding between the Tenant and the Landlord.

2.4. WHEREAS the Tenant agrees to pay every Three Month Rent of 5,100,000 Tzs

@640 sqm x 2,656.25 Tzs x 3= 5,100,000 Tzs during the period of the lease agreement exclusive of 10% withholding tax.

START OF LEGAL RECEIPT

LJ MUSHEMBA ATTORNEYS
P.O. BOX 2313 MOSHI
MOSHI

TIN 137373580
URN *NOTREGISTERED*
SERIAL NUMBER 03T2042043040
011336

TAX OFFICE KILIMANJARO

RECEIPT NUMBER 594
ZNo 1/0091
DATE 16-08-2023 TIME 13:46:33

ECR: 01 OP: 01

REGISTRATION 10'000.00

TOTAL EXCLUSIVE OF TAX 10'000.00

TOTAL TAX 0.00

TOTAL INCLUSIVE OF TAX 10'000.00

CASH ITEMS NUMBER 10'000.00

RECEIPT VERIFICATION CODE
C52F6E594



*** END OF LEGAL RECEIPT ***

Kitangamoni Wenyu Kititi Piga
Bafu TRA 0000750254/0000759255

COMMERCIAL LEASE AGREEMENT

AN AGREEMENT made this 27th Day of April 2023...

BETWEEN

CARINA LIMITED of P.O. Box 7611, MOSHI (hereinafter referred as "The Landlord" which expression shall where the context so admits include the persons deriving title under him) of one Part.

SAMS INDUSTRY LTD P.O. Box 0662, MOSHI (Hereinafter called "The Tenant" which expression shall where the context so admits include the persons deriving title under him) of another Part.

1. THAT

The Landlord owns and agrees to let and Tenant agrees to take from the Landlord part of the leased premise for factory or manufacturing. Go-down (henceforth called the "Demised Area") situated at Plot No. 83 Block JJJ PASUA

2. Duration of the tenancy and Rental Payments;

2.1. That, this agreement shall be for 5 (FIVE) years and will be reviewed after 30 months on both parties agreement and shall start ON **1st day of MAY 2023**. The Tenant may have the option to renewal subject to agreement by both parties.

2.2. That, the demised area has One (1) Compartment of 640 sqm to be used for factory or manufacturing.

2.3. The first 2 months of the lease ending on 30th June 2023 is not chargeable as per the mutual understanding between the Tenant and the Landlord.

2.4. WHEREAS the Tenant agrees to pay every Three Month Rent of 5,100,000 Tzs

@640 sqm x 2,656.25 Tzs x 3= 5,100,000 Tzs during the period of the lease agreement exclusive of 10% withholding tax.

3. The Landlord agrees with the Tenant to hold the aforesaid premises for two (2) weeks from the expiry of this agreement free of charge, subject to financial decision of renewal within the said period, under terms and conditions to be agreed upon by the parties.

4. The Tenant hereby agrees with the Landlord as follows

4.1. To pay annual rent for 3 months in advance and in manner aforesaid during the lease agreement period

4.2. To pay water and electricity bill.

4.3. To keep the leased property fit for habitability.

4.4. To provide one security Guard during night time who will work with Landlord's Guard and install a panic button facility for rapid response to demised area.

4.5. To maintain Assets all Risks Insurance including any loss or damage caused or occasioned by the following for which the Tenant shall be responsible to secure insurance.

a. Any theft, misappropriation, pilferage, dishonesty or fraud by any employee, director or agent of the Tenant.

b. Any fraud or trick played on the Tenant by any fraudulent person.

4.6. Not to make any repair without written consent from the Landlord.

4.7. Not to change the use of the leased premise without written consent from the Landlord.

4.8. Not to sub-lease the leased premise without consent from the Landlord.

4.9. To allow the Landlord to inspect the leased premise at reasonable time.

4.10. To comply with any by-laws passed by competent Authorities to govern the respective area in which the leased premise is situated.

5. The landlord hereby agree with the Tenant as follows:

5.1. To pay all present and future rates, taxes assessments and outgoing payable to the Landlord.

5.2. To provide one security Guard to the demised area during night time who will work with Tenant's Security Guard.

5.3. To permit the Tenant or its agent to enter upon the demised premises at reasonable times and upon reasonable notice for the purposes of inspection of the goods so stored.

5.4. To properly maintain the demised premises in terms of repair to the structure and fixtures.

5.5. Not to cause any disturbances to the Tenant in case the Tenant does not violate the covenants binding hereinabove.

THIS AGREEMENT WITNEETH THAT:

- a) Any clause of this agreement may be varied at any time by agreement of both parties.
- b) That, this agreement may be terminated by any party upon serving a three month notice to the other party.
- c) That, the Tenant shall at the end of the leased period return the leased premise to the condition it was received.
- d) That, this agreement shall be governed by the Laws of Republic of Tanzania.

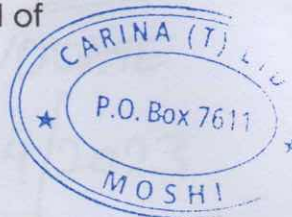
IN WITNESS WHEREOF the parties hereto have executed this agreement in the manner as appearing hereunder;

SEALED/Signed with the common seal of

CARINA LIMITED

And **DELIVERED** in our presence

At this...27...day of...04...2023



1. Name Benjamin A Mengi
Signature [Signature]
Title Managing Director
Postal Address 7611

2. Name Benon B Mengi
Signature [Signature]
Title Director
Postal Address 7611, Moshi

SEALED with common seal/Signed by the said

SAMS INDUSTRY LTD

DELIVERED in our presence

At Moshi this 27.....day of APRIL 2023

1. Name Huzefa M. Morbiwalla
Signature Huzif
Title DIRECTOR
Postal Address 662, Moshi

2. Name Mustafa M. Morbiwalla
Signature Mushf
Title DIRECTOR
Postal Address 662, MOSHI

SAMS INDUSTRY LTD
P.O. - Box 662
MOSHI

BEFORE ME:



ADVOCATE

27/04/2023

