

**SUB -LEASE AGREEMENT**

**BETWEEN**

**COSTON MINING LIMITED**

**AND**

**SUGARLESS CONFECTIONARY (TANZANIA) LIMITED**

=====

In respect of leasing the part of the premises on Plot No. 290, Mbezi Beach Area,  
Kinondoni Municipality, Dar es Salaam City comprised in the Certificate of Title No:  
42554.

=====

Drawn By:

THE PARTIES

## SUB-LEASE AGREEMENT

This AGREEMENT is made this 21<sup>st</sup> day of March 2023

### BETWEEN

**COSTON MINING LIMITED** of P.O. Box 60687, Dar es Salaam, Tanzania (herein referred to as "**Sublessor**") which expression shall where the context so admits includes successors or assigns of the one part.

### AND

**SUGARLESS CONFECTIONARY (TANZANIA) LIMITED** of P.O Box 31558, Dar es salaam, Tanzania (herein referred to as the "**Sublessee**") whose expression shall where the context so admits include its successors and assigns of the other part.

### PREAMBLE

WHEREAS the **Sublessor** has by a Lease Agreement dated 15<sup>th</sup> June 2018 and renewed on 28<sup>th</sup> December 2022 been granted the lease to the property known as Plot No. 290, Mbezi Beach Area, Kinondoni Municipality, Dar es Salaam City ("the Main Lease Agreement") comprised in the Certificate of Title No: 42554 by SAID SEMVUA MSANGI of Post Office Box 33677, Dar es Salaam, Tanzania. (herein after called a "**Lessor**")

WHEREAS the Main Lease Agreement expressly and or impliedly permit the **Sublessor** to sublease the Demised Premises to the **Sublessee** with full rights and obligations including undertaking renovations thereof

WHEREAS the **Sublessee** has already taken possession of the Demised Premises located in the premises from March 2022 to date of signing this Agreement and was also granted a grace period from March to May 2022 so that he can undertake necessary renovations of the Demised premises as he wishes at his own costs.

NOW THIS SUBLEASE AGREEMENT WITNESSETH AS FOLLOWS:

**ARTICLE 1  
DEFINITIONS**

- "Agreement" means this Sub-Lease Agreement between the **Sublessor** and the **Sub lessee** dated the 15 March 2023;
- "Lease Agreement" means the Lease Agreement between **Land Lord** and the **Sublessor** dated 28<sup>th</sup> December 2022.
- "Parties" mean the signatories to this Agreement;
- "Lease Period" means the period of the lease which is Three (3) years starting from 01<sup>st</sup> June 2022;
- "Rent" means the monthly rent of TZS. 1,000,000.00 (Tanzania Shillings One Million Only) per Month.
- Demised Property means Plot No. 290, Mbezi Beach Area, Kinondoni Municipality, Dar es Salaam City comprised in the Certificate of Title No: 42554 by SAID SEMVUA MSANGI of Post Office Box 33677, Dar es Salaam, Tanzania

- 1.1 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.2 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.3 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

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## ARTICLE 2

### DURATION (TERM) OF THE LEASE

- 2.1 In consideration of the rent and covenants hereinafter reserved and contained the Sublessor hereby demises to the Sublessee the Demised premise for a term of three (3) years commencing from the **01<sup>st</sup> day of June, 2022**, and consequently expiring on the **30th day of May, 2025**.
- 2.2 The term created herein may be renewed and extended by the parties upon mutual agreement

## ARTICLE 3

### THE DEMISED PREMISE

The demised premise is a property known as Plot No. 290, Mbezi Beach Area, Kinondoni Municipality, Dar es Salaam City comprised in the Certificate of Title No: 42554 owned by **SAID SEMVUA MSANGI** of Post Office Box 33677, Dar es Salaam. (herein after called a "Lessor").

## ARTICLE 4

### RENT AND MODALITY OF PAYMENT

- 4.1 In consideration of the **Sub Lease** stated hereinabove, The Sublessee shall pay the Sublessor monthly rent of **Tshs. 1,000,000.00** as the rent for the premises for each quarter of the term of this sublease. Such payment shall be due and payable in advance on the **1<sup>st</sup> day of each quarter, beginning on 01<sup>st</sup> day of June 2022**.
- 4.2 However, the Sublessee shall be exempted to pay **Tshs. 1,200,000.00** only which is the costs for renovations incurred by the Sublessee as were previously communicated by Sublessee and approved by the Sublessor.
- 4.3 It is hereby agreed that, the amount indicated in clause 2.2 above will be deducted from **Tshs. 6,000,000.00** which is the total rent for the period of Six Months from June to December 2022.
- 4.4 The remaining payable rent for the initial six months of **Tshs. 4,800,000.00** shall be paid by the Sublessee immediately after signing this agreement, followed by payment of the quarter instalment of January to March 2023.

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4.5 All payments should be made to **Account Number 24110001667** held with **NMB Bank (Tanzania) Limited**, in the name of **Coston Mining Limited**.

**ARTICLE 5  
COVENANTS**

**THE SUBLESSOR AND SUBLESSEE BOTH COVENANTS AS FOLLOWS:**

- 5.1 That the **Sublessor** shall allow the **Sublessee** a quiet enjoyment of the premise throughout the sub tenancy period.
- 5.2 The **Sublessor** commits to ensure that all necessary facilities will be available such as Water and Electricity.
- 5.3 That the **Sublessee** shall pay rent in advance and in a timely and agreed manner.
- 5.4 That the **Sublessee** shall pay for all utilities such as water and electricity being utilised by the **Sublessee** within the premise in a timely manner.
- 5.5 The **Sublessee** shall not sublet any or part of the demised premise without the **Sub lessor's** written consent.
- 5.6 The **Sublessee** shall use and occupy the Lease Premises solely and exclusively for commercial purposes and to be operated by the **Sub Lessee** or its staff;
- 5.7 The **Sublessee** shall make sure that the said property has all necessary Government approvals if any have been sought and granted as required under applicable Tanzania laws including Licenses, for the running of Businesses conducted in the premises.
- 5.8 The **Sublessee** shall at all times, keep both the exterior and interior of the demised premise and the appurtenances thereof including doors, windows and other fixtures and fittings and, fastenings electric wires thereof in good and substantial repair;
- 5.9 The **Sublessee** shall not use the demised premises in any way which would create annoyance or nuisance or any danger or damage to the public or neighbors';
- 5.10 The **Sublessee**, on the expiration or sooner determined of the lease term to deliver up the demised premise to **Sublessor** with all keys, locks and fasteners in good repair and condition, reasonable wear and tear expected;

- 5.11 That both parties shall give a One-month (1) Notice to the other in case of intention to renewal of this Agreement or when one decides to cease this sub tenancy Agreement.

## ARTICLE 6

### WARRANTIES AND REPRESENTATIONS BY THE SUBLESSOR

- 6.1 The Sublessor hereby irrevocably and unconditionally represents, warrants and confirms to the Sublessee that:
- a) there is no dispute in respect of the Demised Property, access to the Demised Property or its boundaries with the owners of any adjoining properties;
  - b) the Demised Property was not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;
  - c) The Sublessor has valid Lease Agreement with the Lessor and thus legally entitled and authorized to sublet the demised premises to the Sublessee;
  - d) no person has raised any claim or disputed the validity of the grant of the Demised Property to the Sublessor and/or the right of any person to occupy and develop the Demised Property.
- 6.2 That the invalidity of the Lease Agreement between the Lessor and the Sublessee shall not invalidate this sublease agreement. In any event, should there be any invalidity, termination or breach of the main Lease Agreement between the Lessor and Sublessor before the expiry of this agreement, then the Sublessor undertakes to pay and or refund the Sublessee for any loses and costs incurred on the Demised property provided that such costs were necessary and reasonable and were approved in advance by the Sublessor in writing. In such circumstances, the Sublessee shall provide receipts or invoices for any such costs and the Sublessor shall have the right to inspect the demise property and work performed before making any reimbursement.
- 6.3 The Sublessee paying the rent hereinbefore reserved and performing and observing the several covenants and stipulations herein on its part contained shall peacefully hold and enjoy the Demised Premises during the term created without unlawful intervention by the Sublessor or any person or persons rightfully claiming under or in trust of the Sublessor.

## ARTICLE 7

### BREACH OF AGREEMENT

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If any Party to this agreement fails to perform any of the covenants or obligations set forth in this sublease, the other party shall be entitled to notify the defaulting party in writing with appropriate particulars and if such other party cannot be satisfied as to the corrective action taken in respect thereof or if the obligation is not executed within sixty (60) days from the date of the written notice, such other party shall have the right to exercise any recourse available in law including to terminate this sublease agreement.

#### ARTICLE 8 NOTICES

All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by E-mail to the e-mail addresses set forth below:

In the case of the **Sublessor email** to:

[mary@togethertmiller.com](mailto:mary@togethertmiller.com)

CC [s.kariuki@btinternet.com](mailto:s.kariuki@btinternet.com)

In the case of the **Sublessee** to;

[sugarless@sugarlessco.com](mailto:sugarless@sugarlessco.com)

CC. [asha@sugarlessco.com](mailto:asha@sugarlessco.com)

#### ARTICLE 9 LAW AND DISPUTE RESOLUTION CLAUSE

- 9.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the aggrieved Party may take legal action at any Court or Tribunal with jurisdiction to try the matter at the time of dispute.
- 9.2 This Lease Agreement shall be governed by and construed in accordance with the laws of Tanzania.

IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

FOR THE SUBLESSOR

SEALED WITH COMMON SEAL

of COSTON MINING LIMITED and Delivered at

NAIROBI in the presence of us  
this 31<sup>st</sup> day of March, 2023.



Signature Ibrahim

Signature Samuel Kariuki

Name W.W. IBRAHIM

Name SAMUEL KARIUKI

Designation MANAGING DIRECTOR

Designation DIRECTOR

FOR THE SUB LESSEE

SEALED WITH COMMON SEAL of

SUGARLESS CONFECTIONARY (TANZANIA)

LIMITED and delivered at Dar es salaam

in the presence of us  
this 21 day of March, 2023.



Signature Jacques Isaac Richter

Signature Comolota Gwiberi Mboina

Name JACQUES ISAAC RICHTER

Name COMOLOTA GWIBERI MBOINA

Designation MAN. DIRECTOR

Designation DIRECTOR