

LEASE AGREEMENT

BETWEEN

MR. ABRAHAM RUMISHAELI MERISHANI

AND

UNCLE GEORGE'S BOTTLING COMPANY LIMITED (UGBCL),

DRAWN BY

Starico Attorneys,

1st Floor, Golden Tulip Hotel, Masaki,

P.O. Box 8050,

DAR ES SALAAM.

LEASE AGREEMENT

THIS LEASE made at Dar es Salaam this 17TH day of December
2024

by and between

MR. ABRAHAM RUMISHAELI MERISHANI, of Dar es Salaam P.O. Box 10147, Kinondoni
on **17TH December 2024**, hereinafter referred to as the **“Landlord” of the first part**,

and

UNCLE GEORGE'S BOTTLING COMPANY LIMITED (UGBCL), a company
incorporated under the laws of Tanzania, with its principal place of business at
[Address], **TIN No. 178-161-431** and **Incorporation No. 178161431** (hereinafter
called “the Tenant”) of the **OTHER PART**.

WHEREAS: -

- (a) The Landlord is absolutely seized and possessed or otherwise well and sufficiently entitled to the ownership of **2-Acre Plot (Plot No. P42438)** located at **Somangira Ward, Minondoni Street (Amani Gomvu), Kigamboni District, Dar es Salaam** hereinafter referred to as “the demised premises”;
- (b) The Landlord has agreed to grant the tenant a lease for a period of ten years (10) in respect of the said premises for its business operation for a period commencing on the **1ST JANUARY 2025** to **31ST December 2034**, without any interference, subject to terms and conditions laid down in this agreement;
- (c) The Tenant agrees to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows: -

- 1 In pursuance of the said agreement and in consideration of the rent hereby granted and the tenant' covenants hereinafter mentioned, the Landlord hereby demise unto the tenant the demised premises to hold the same without any interference whatsoever, for a period of ten years commencing on the **1ST JANUARY 2025** at a monthly rent of One million five hundred thousand only (TZS 1,500,000) Exclusively Withholding tax & stamp duty per month, payable for Six months in advance without failure.

- 2 The total amount payable advance for every six months shall be Nine million Tanzania Shillings.
- 3 That subject to clause 1 above, the land lord exclusively grants the tenant an exclusive period of 3 years from the date of execution of this lease whereof the normal rental charges for shall not apply save for payment of **TZS. 6 million** which the tenant shall pay as a token amount for the landlord's exhausted improvements;
- 4 That the parties agrees that the amount of rent subject of this agreement has taken into account the parties mutual understanding that the tenant shall develop the demised premises by putting all fixture and fittings for water factory purposes.
- 5 It is hereby agreed and understood that the tenant will only take possession after the said advance payment of the token amount is paid to the landlord before 31 January 2025. The rent herein reserved shall be paid in Tanzania Shillings starting from the expiration of the 3 years grace period.
- 6 That it is hereby further agreed that the rent herein reserved shall be subject to variations upon mutual consent between the parties herein, subject to the increase of living costs as the case maybe.
- 7 The Tenant **HEREBY COVENANTS** with the Landlord as follows: -
 - a. To occupy the demised premises for running and operating **drinking water manufacturing and packaging factory**. Any activity outside this scope is strictly prohibited unless prior written consent is obtained from the landlord.
 - b. To pay for all charges in respect of consumed water, electricity, telephone, garbage disposal, and sewerage charges, Taxes (including meter rents, and discharge all land rent and other Government, rates, duties and any other levies imposed as may be imposed to the land lord by the laws or other authority in relation to the demised premises;
 - c. In connection with the demised premises during the said lease term period;
 - d. To keep the interior of the demised premises and appurtenances thereof tidy and in good condition throughout the term (fair wear and tear excepted);
 - e. To allow the Landlord and/or his agents at tenant consents to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised premises;
 - f. The Tenant may, only with the written consent of the Landlord assign, sublet or part with possession of the demised premises or any part

thereof;

- g. Not to do or permit to be done anything in or upon the demise premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighborhood (installations and mounting of aerials for radios, televisions and other communications excepted);
- h. Not to use the demised premises or any part thereof for any illegal or immoral purpose contrary to the laws of the land;
- i. Not to store or bring to the demised premises any article of an especially combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to take fire precautions relating to the demised premises.
- j. To yield up the demised premises with all fixtures and fittings or additions thereto at the expiration or sooner determination of the term in good repair and tenantable condition in accordance with the covenants herein contained, fair wear and tear excepted.

8 The Landlord **HEREBY COVENANTS WITH THE TENANT** as follows:

- i. Unless agreed otherwise in writing, to undertake to pay for the construction, improvements and renovation cost which are necessary and not attributed by the tenant's negligence or cause;
- ii. 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 Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term;
- iii. To insure or cause to be insured and keep insured the demised premises and the fixtures therein against loss or damage by fire and such other risks as the Tenant deems desirable or expedient;
- iv. To maintain the interior and exterior parts of the building together with the surroundings of the demised premises, which obligation shall include but not limited to the carrying out of repairs and maintenance where required and generally to remedy any structural fault or faults or construction affecting the convenient and proper use or occupation thereof, provided that such faults are not attributable to neglect on the part of the Tenant, his agents or employees; to maintain and repair the water and sewerage and sanitary systems, and assure constant supply of water; to maintain the wiring and electrical systems and assure constant supply of power, save where there is nationwide power problem from the national power supplier;

BOTH THE LANDLORD AND THE TENANT HEREBY AGREE AS FOLLOWS:

- 9 That prior to entering in or the renewal or termination of the lease, the demised premises shall be subject to a joint inspection and verification to determine the condition thereof and the expected normal wear and tear beyond which would be on the Tenant's account. For avoidance of doubt, such inspection and verification shall be done jointly by both the Landlord and the Tenant and shall be signed prior to entering in and at the time of vacating the demised premises.
- 10 Rent rates shall be subject to review every **24 months** from the commencement date to align with prevailing market and economic conditions however, this clause shall not affect the landlord's right of termination as the case may be.
- 11 Any notice under this lease shall be in writing and shall be sufficiently served if addressed to the Landlord or Tenant as the case may be and delivered by dispatch or sent by registered post to either party via the respective postal addresses shown above OR the parties usual communication means available at the time.
- 12 **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:
- (i) If at any time during the term of lease for the demised premises or any part thereof shall be destroyed or damaged by fire (not occasioned by the willful act, neglect or default of the tenant or his licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during and so long as the premises hereby demised or the destroyed or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage;
 - (ii) Should the Tenant desire to vacate the demised premises during the continuation of the Lease, the Tenant shall give one month written notice signifying such intention;
 - (iii) If the Tenant shall be desirous of taking a lease of the demised premises for any further term upon the expiration of the term hereby granted, he shall be obliged to give the Landlord a one month written notice of such desire prior to the expiration of the term hereby granted and it shall be at the landlord's discretion to decide on the notice given.
 - (iv) Subject to land lord's decision in 10 (iii) above, If the tenant shall

have reasonably performed and observed the several stipulations hereincontained on his part to be performed and observed up to the termination of the term hereby granted then the Landlord shall let the demised premises to the Tenant for the further term of one year and on such terms as will be mutually determined by both parties.

13 Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be determined according to the stipulation of the laws governing matters lease in Tanzania.

14 This Lease shall be executed in duplicate; one shall be retained by the Tenant and the second by the Landlord.

IN WITNESS WHEREOF, the Landlord and the Tenant have put their respective signatures on this agreement on the day, month and year hereinbefore appearing.

LANDLORD: **ABRAHAM RUMISHAELI MERISHANI**

SIGNATURE: 

DATE: **17/12/2024**

WITNESSED BY: 

NAME:

SIGNATURE:

DATE: **17 December 2024**

TITLE: **ADVOCATE**

STAMP:



TENANT: **UNCLE GEORGE'S BOTTLING COMPANY LIMITED**

AUTHORISED REPRESENTATIVE: **ELIEZER CHARLES NGAHYOMA**

TITLE: **GENERAL MANAGER**

SIGNATURE: 

DATE: **17/12/2024**



WITNESSED BY: 

NAME:

SIGNATURE:

DATE: **17 December 2024**

TITLE: **ADVOCATE**

STAMP

