

LEASE AGREEMENT

THIS AGREEMENT is made this 18 day of April 2025

BETWEEN

FRED ANDABWILE MWAMPAGAMA of P. O. Box 2909, MBEYA (hereinafter called "the Lessor"), which expression shall, where the context so admits, include his successors, assignees and agents, on one part,

And

WUMING LI a Chinese (Hereafter called "the Lessee"), which expression shall, where the context so admits, include his successors in office and agents on the other part:

WHEREAS

The Lessor is the lawful owner of the premise comprised in landed property known as plot 807 Block "E", Mbeya City (hereinafter referred to as "the demised premises");

AND WHEREAS: -

The Lessor has agreed to lease the demised premises to the Lessee to hold and enjoy the same for industrial purpose on terms and conditions hereinafter appearing; Whereas the commencement of this contract be on 1st JULY 2025.

1. The Lessor hereby demises unto the LESSEE ALL THAT demised premises together with the right to access to hold unto the Lessee for a TERM OF ONLY TEN YEAR, commencing on the 01 of JUNE 2025 and will end on 01 of JUNE 2035, at a yearly rent of payable in the manner and style as hereunder:
 - (i) The rent shall be paid in full (lump sum) by the Lessee to the Lessor on the date of signing this agreement.
 - (ii) That pursuant to paragraph (i) above, the lessee shall pay to the lessor the rent hereby agreed **upon by direct deposit or transfer to a designated account of the lessor.**

(iii) Upon execution of this Lease, lessee deposits with the Landlord **Tanzania shillings.....48,000,000.....**as payment for one year.

(iv) That, the parties agreed that, the rent will be revised after every five years. Whereas in the revision of the same, the rent may be subject to fluctuation depending on the real situation of the circumstance.

2. The **Lessee** covenants not to carry out any modifications, alterations or additions to the demised premises during the lease period without the prior written consent of the **Lessor**.

3. This Agreement will only be extended if, before the end of the lease Period, the lessor and the lessee agree in writing the terms on which the lease of the said land is to be extended..

4. THE LESSEE FURTHER COVENANTS WITH THE LESSOR:

(i) To pay all rates, taxes concerning lessee business, and other charges for the use of water, electricity and telephone in respect of the demised premises during the term of this lease.

(ii) At all times to keep the demised premises and appurtenances thereof, including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus in good repair and fair condition.

(iii) To permit the **Lessor** and his agents and other persons authorized in writing by the **Lessor** to enter the demised premises at all reasonable times during day time with the prior consent of the **Lessee**, which consent shall not be unreasonably withheld, for the purposes of viewing the demised premises or undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained.

- (iv) Not to assign, sublet or part with the possession of the demised premises hereby demised without the prior written consent of the **Lessor**.
- (v) Not to use the demised premises in any way which would create nuisance or cause damage to neighbours or their properties.
- (vi) On the expiration of the lease term to deliver up the demised premises to the **Lessor** with all keys, locks and fasteners in good repair and condition, reasonable wear and tear expected.

5. THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

- (i) To keep the exterior and main structure of the demised premises in good repair and, on receipt of notice from the **Lessee**, to remedy and defects thereto:-
- (ii) To give vacant possession of the demised premises to the **Lessee** free of any kind of occupation.
- (iii) That subject to the **Lessee's** observance of the terms and conditions contained herein, the **Lessor** covenants to let the **Lessee** peacefully hold and enjoy the use of the demised premises without interruption or interference by the **Lessor**.

6. IT FURTHER PROVIDED AND AGREED AS FOLLOWS:

- (i) That the tenancy hereby created shall be determinable within one year.
- (ii) That if the **Lessor** gives notice in writing to the **Lessee** as per paragraph 6 (i) above, without reasonable cause and where the **Lessee** has not breached any of the covenants in this Lease Agreement, the **Lessor** shall refund the rent paid for the unexpired term of the Lease to the **Lessee**.
- (iii) That the business carried out by the lessee subject to this contract in the leased premises is Soft drinks in terms of Water only and not any other business apart from this as recognized by this contract.

7. THAT ANY DEMAND for payment or notice requiring to be made upon or given to the Lessee shall be deemed to have been made or given if it is sent by the Lessor or his agents through the post by registered mail addressed to the Lessee at the Lessee's office, and that notice requiring to be given to the Lessor shall be deemed to have been given if sent by the Lessee at his usual or last known place of business, and that any demand or notice sent by post in either case shall be deemed to have delivered in the usual course of post.

8. THIS LEASE shall be governed and construed with the laws of the United Republic of Tanzania.

9. IN THE EVENT of breach of contract by any part to this contract, the breaching party is liable for the breach and the innocent party will be entitled to damages for the same including but not limited to payment of T.sh 48,000,000/= as a compensation for breach.

9. IN THE EVENT of a dispute between the parties the same shall first be determined by the parties within 30 days and upon failure to reach a consensus, the matter be referred to court.

IN WITNESS WHEREOF the parties herein have hereto signed this deed on the day, month and year and in the manner as hereafter appearing.

SIGNED and DELIVERED in

Mbeya by the said FRED A. MUKAMPAGAMU

[Signature]

Who is known to me personally in my presence

LESSOR

This 18 Day of April 2025

Name: Jackson Ngonyani

Signature: [Signature]

Qualification: Advocate



SIGNED and DELIVERED in

Mbeya by the said WUMING LI

[Handwritten signature]

Who is known to me personally in my presence

This 18TH Day of APRIL 2025

LESSEE

Name: CLETUS THARCISIUSY NZIKU

Signature: *[Handwritten signature]*

Qualification: ADVOCATE



DECLARATION

Subject to this Contract, the deposit of first installment of Tsh: 24,000,000/= will be made via NMB Account Number of the wife of the LESSOR; to wit; - 61010001343 with the Name "TUPELIGWE MSAJO."

LESSOR	<u><i>[Handwritten signature]</i></u>	<u>19/04/2025</u>
LESSEE	<u><i>[Handwritten signature]</i></u>	<u>19/04/2025</u>

SIGNED and DELIVERED in

Mbeya by the said WUMING LI

[Handwritten signature]

Who is known to me personally in my presence

LESSEE

This 18TH Day of APRIL 2025

Name: CLETUS THARCISIUSY NZIKU

Signature: *[Handwritten signature]*

Qualification: ADVOCATE



DECLARATION

Subject to this Contract, the deposit of first installment of Tsh: 24,000,000/= will be made via NMB Account Number of the wife of the LESSOR; to wit; - 61010001343 with the Name "TUPELIGWE MSAJO."

LESSOR *[Handwritten signature]* 19/04/2025

LESSEE *[Handwritten signature]* 19/04/2025