

LEASE AGREEMENT

BETWEEN

**DIDAS PATRICE MUSHI
(LESSOR)**

AND

**MANYA PRODUCTION
CO. LTD (LESSEE)**

THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. The Lessor has a plot of land of 1200.000 sqm situated at
Lagos State, Nigeria. The Lessor has decided to lease the plot to the Lessee
for the purpose of building a hotel and other facilities.
2. The Lessee has agreed to lease the plot for a period of three years from the date of this agreement.
3. The Lessee shall be responsible for all the expenses incurred in connection with the lease of the plot.
4. The Lessee shall be responsible for the maintenance and repair of the plot and the buildings thereon.
5. The Lessee shall be responsible for the payment of all taxes and levies payable by the plot and the buildings thereon.
6. The Lessee shall be responsible for the payment of all other charges payable by the plot and the buildings thereon.
7. The Lessee shall be responsible for the payment of all other charges payable by the plot and the buildings thereon.
8. The Lessee shall be responsible for the payment of all other charges payable by the plot and the buildings thereon.

THIS LEASE agreement is made this 27th February, 2026, between DIDAS PATRICE MUSHI a Natural person, of sound mind, and of the age of majority, of Postal Office Box Number 2123 Moshi, Phone 0767 329 452

{Hereinafter to be referred to as LESSOR}. The expression shall include,

his agents, heirs, assignees, and where the context so admits the persons deriving title under him (of the one part.)

AND

MANYA PRODUCTION COMPANY LTD. of Postal Office Box Number 1401 MOSHI. E-mail: info@manya.co.tz Tel: +255757313114 Tanzania. {Hereinafter to be referred to as LESSEE} which expression shall include where the context so admits its successors and assignees of the other parts.

WHEREAS, the lessor is the lawful owner of a building situated on Plot No. 26 Sango Moshi Urban within Kilimanjaro Region, (Hereinafter to be known as the demised premises)

WHEREAS, under the context of this agreement unless otherwise provided the term demised premises includes rented hall, two offices and parking area.

WHEREAS, both parties have agreed to come into this tenancy agreement.

THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In consideration of the rent of TZS. 1,200,000/= per month, the Lessor hereby DEMISES unto the Lessee the demised premises to hold the demised premises to be used and occupied by the Lessee.
2. This agreement is for a term of three years and it will be renewable after every three years subject to consent of the parties herein.
3. That the payment of the first installment has been affected by

the lessee in the aforementioned account on 05th February, 2026 and the same has been acknowledged by the lessor. In every three months lessee shall pay a total amount of three Million six Hundred only (TZS.3,600,000/=) through NMB BANK PLC with Account No.42210040335 Registered by the name of **DIDAS MUSHI**.

4. THAT, The Lessee is responsible to pay the withholding tax to the authority concerned in respect of the demised premises.

THAT, this agreement shall be effective only after payment has been done through transfer to the Lessor's bank account as indicated above.

5. This agreement will be effective from **01st March, 2026** where the Lessor will be required to hand over the demised property to the lessee as well as ensuring quite enjoyment of the demised property by the lessee

7. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS;

- i) To keep the interior and exterior of the premises and appurtenances thereof including doors, windows and other fixtures, fittings, fastenings, waster water drains and other pipes, sanitary and water apparatus therein and the painting in good condition throughout the agreement term.
- ii) To use the demised premises for commercial purposes only to wit: for manufacturing of mattresses, selling chemicals and chemical reagents, storage, packaging and distribution of cereals and any other activity related to the Company.

- iii) To pay for water, electricity, sewerage fumigation and other services on a sharing basis with other tenants, including Generator operation costs.
- iv) To make internal renovations at their costs. At the point of exit the lessor and lessees will agree to leave the structure in an acceptable state.
- v) Not to make any structural alterations in the demised premises without first obtaining consent of the lessor, which shall not be unduly withheld by the lessor.
- vi) Not to assign, sublease or part with the possession of the demised premises or any part thereof without obtaining prior written consent of the lessor.
- vii) To immediately report to the Lessor in writing of any structural defect or other problem that may have developed in the demised premises.
- viii) To allow the Lessor to enter in the demised premises at such times and in such a manner that may be convenient for the purposes of checking the state of the demised premises, the requirement of 168 hours' notice is hereby demanded.

8. LESSOR HEREBY COVENANTS WITH LESSEE as follows;

- i. The lessor is responsible to ensure quiet and enjoyment use of the demise premise by the lessee.
- ii. The lessor is not allowed to interfere with day-to-day activities of the Lessee in the demise property except with prior permission from him.
- iii. That the lessor is required to observe all covenants and conditions contained in this agreement.
- iv. That, the lessor shall ensure safety and security of the lessee's property and belongings in the demise premises.

iv. The Lessee is responsible for internal minor repairs and cleanness. However, the Lessor is strictly responsible for all structural repairs, including the roof, foundation, and main external walls

9. Neither party shall be liable for failure to perform duties due to acts of God, government restrictions, or political unrest/protests. If the Lessee cannot access the godown due to such events, the rent for that period shall be pro-rated or suspended.

10. The Lessee may sublease or part with possession only with written consent from the Lessor, which shall not be unreasonably withheld or delayed.

11. To pay all such outgoings in respect of the demised premises as would be payable by the lessor in absence of any agreement but he is entitled to be reimbursed the same.

12. The lessor is permitted to make internal renovations in the demise premises, the costs for such renovations will be deducted from the rental arrears of the second installment.

13. Indemnity: To indemnify the Lessee against liabilities arising from the non-observance of these covenants.

14. TERMINATION

i. Either party may terminate this agreement after giving three (3) months' written notice to the other party on his intention to terminate the contract.

ii. In the event of a breach of contract by the lessee the lessor shall provide 60 days to the lessee to remedy the breach before termination procedures begin.

15. DISPUTE RESOLUTION.

Any dispute which may arise in relation to this agreement shall be resolved by the Courts of law, and the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF;

NAME: DIDAS PATRICE MUSHI.

ADDRESS:

SIGNATURE: *D. Mushi*

QUALIFICATION: LESSOR.

BEFORE ME;

NAME: *LILIAN FILEMONI MUSHI*

ADDRESS: *423. MASHI*

SIGNATURE: *[Signature]*

QUALIFICATION: *ADVOCATE, COMMISSIONER FOR OATHS*



MANYA PRODUCTION COMPANY LIMITED

SIGNED BY; WALTER FRANK NYANGE

TITLE: COMPANY DIRECTOR.

TEL: 0757313114.

[Signature]

COMPANY'S SEAL



BEFORE ME;

NAME: *LILIAN FILEMONI MUSHI*

ADDRESS: *423. MASHI*

SIGNATURE: *[Signature]*

QUALIFICATION: *ADVOCATE, COMMISSIONER FOR OATHS.*

