

LAND LEASE AGREEMENT

BETWEEN

W. M. MINJA

AND

WISTAS RESIDENCE LIMITED

18TH FEBRUARY 2025

This land lease Agreement is made on this 18th day of February, 2025

BETWEEN

Mr. W. M. Minja, of P.O. Box 31187, Dar es Salaam, Tanzania (hereinafter referred to as the "**Lessor**", which expression shall where the context so admits include his/her heirs, legal representatives, and assigns)

AND

Wistas Residence Limited, a limited liability company incorporated under the laws of the United Republic of Tanzania, with its registered office at P.O. Box 31187, Dar es Salaam, Tanzania (hereinafter referred to as the "**Lessee**", which expression shall where the context so admits include its successors and permitted assigns) Collectively referred to as "the Parties."

1. Lease of Premises

The Lessor hereby leases to the Lessee, and the Lessee hereby accepts, exclusive possession of the parcel of land located at sinza A plot no 715 and 716 (the "Premises"), for the purposes of constructing, operating, and maintaining a hotel.

2. Lease Term

(a) Initial Term: The lease shall be for a period of fifteen (15) years commencing on the date of execution of this Agreement.

(b) Renewal: The Lessee shall have the right to renew the lease for up to two (2) additional terms of fifteen (15) years each on the same terms and conditions, save for rent adjustment as per Clause 4. Renewal shall be automatic upon written notice from the Lessee at least six (6) months before expiry.

3. Purpose of Use

The Premises shall be used exclusively for the construction, operation, and related activities of a hotel and ancillary facilities.

4. Rent and Payment Terms

(a) The Lessee shall pay rent of TZS 1,000,000 (One Million Tanzanian Shillings) per month, payable in advance in equal quarterly installments of TZS 3,000,000.

(b) Rent may be reviewed every five (5) years in accordance with the official inflation index published by the Bank of Tanzania, but shall not increase by more than 10% in any review period.

5. Exclusive Possession and Quiet Enjoyment

The Lessor guarantees that, during the lease term and any renewal, the Lessee shall have undisturbed and exclusive possession of the Premises, free from interference or eviction, provided the Lessee complies with the terms of this Agreement.

6. Investment Protection and Buyout Clause

(a) In recognition of the Lessee's substantial capital investment in the hotel project, the Lessor agrees that this lease may not be terminated, rescinded, or altered before expiry, except as provided herein.

(b) If the Lessor requires termination before expiry for any reason not attributable to the Lessee's default, the Lessor shall compensate the Lessee for:

- The full unamortized value of the hotel investment (construction cost, fixtures, and improvements) plus
- Loss of anticipated profits for the remaining lease term (calculated on the average of the past three financial years).

(c) Payment under this clause shall be made before the Lessee vacates the Premises.

7. Development and Ownership of Improvements

(a) All permanent structures, buildings, and improvements erected by the Lessee shall remain the property of the Lessee throughout the lease term and any renewal.

(b) Upon lease expiry or termination in accordance with Clause 6, the Lessee shall have the right to remove or sell such improvements or transfer them to the Lessor upon mutually agreed terms.

8. Assignment and Subletting

The Lessee may assign or sublet the Premises or part thereof to a third party for purposes consistent with Clause 3, provided written notice is given to the Lessor. The Lessor's consent shall not be unreasonably withheld.

9. Insurance and Risk

The Lessee shall insure the Premises and improvements thereon against fire, theft, natural disasters, and other insurable risks, with the Lessor noted as an interested party.

10. Force Majeure

Neither party shall be liable for failure to perform obligations under this Agreement due to events beyond its reasonable control, including acts of God, government restrictions, pandemics, civil unrest, or other force majeure events. In such cases:

(a) The lease term shall be extended by the period of interruption; and

(b) Rent obligations shall be suspended during any period where the Premises cannot be used for hotel operations due to force majeure.

11. Dispute Resolution

Any dispute arising from this Agreement shall be resolved amicably in the first instance. Failing amicable settlement, the dispute shall be referred to arbitration under the Arbitration Act (Cap 15 R.E. 2020) of Tanzania.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings relating to the Premises.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

SIGNED and **DELIVERED** by the said **W.M. MINJA** who is personally known to me in my presence

this 18th/February /2025}


"Lessor"

Name:

Signature:.....

Postal Address: P.O. Box Dar Es Salaam

Qualification: Commissioner for oath

SIGNED and DELIVERED by the said
STELLA CLARA MASSAWE (for Wistas Residence Limited)
Designation: DIRECTOR WISTAS RESIDENCE LIMITED
who is personally known to me in my presence

this 18th/February /2025}



Stella Clara Massawe
"Lessee"

Name: ROMANA GERVAS

Signature: *R. Gervas*

Postal Address: P.O. Box 1015 Dar Es Salaam

Qualification: Commissioner for oath

