

LEASE AGREEMENT

Entered into by and between

JOHN D LAMBA

OF P O Box 6550

Dar-es-salaam

TANZANIA

(herein called the "Landlord")

AND

IDENTITY PROMOTION LTD

P o Box 38070

Dar-es-salaam

TANZANIA

(herein called the "Tenant")

The Landlord agrees to let, and Tenant agrees to hire and hereby lease the Warehouse located at 44 D Block A (ITV Junction) Mwenge Dar-es-salaam. Currently occupying a total of 500 Square Meters to be added a total of 701 Square Meters as from 01 July 2018, making a total of **1201** Square Meters at a cost of \$4 per Square Meter:-

Per Annum Squire Meter 1201	:	\$57 648.00
For Six Months	:	\$28 824.00
Per Month	:	\$ 4 804.00.

In view of the above the Tenant will have to pay \$9 608.00 (Nine Thousand Six Hundred and Eight Us. Dollars Only) being payment for the months of May and June 2018. Payment will be made before occupying the Godown on 1 May 2018.

1. **PERIOD OF LEASE**

The Lease shall commence on 01 July 2018 up to 30 June 2026 . The Lease shall be \$57 648.00 Per Annum.

Either party be able to terminate the Lease Agreement before the expiry date by giving each other Three Months Notice in writing which Notice should be received by the other party by 12 noon on the 1st business day of the month in which such Notice is to apply.



Rentals shall be payable in Six Months installments as follows:-

15.07.2018-14.01.2019 : \$28 824.00

15.01.2019-14.07.2019 : \$28 824.00

Either party be able to terminate the Lease Agreement before the expiry date by giving each other Three Months Notice in writing which Notice should be received by the other party by 12 noon on the 1st business day of the month in which such Notice is to apply.

2. **RENTALS**

The tenant shall pay rentals to the Landlord. Rentals will be \$57 648.00. (Fifty Seven Thousand Six Hundred and Forty Eight Hundred Usd) per annum.

3. **USE OF PREMISES**

The premises shall be used solely by the Tenant and only for the purpose of Warehouse The Tenant shall not use the premises for any other purpose without the Consent of the Landlord in writing.

4. **TENANT'S RESPONSIBILITIES**

Prompt rental payment as per prescribed date.

- The Tenant shall not be responsible for any structural defects, which may occur in the Godown.
- The Tenant shall keep his/her property adequately insured against risk of loss or damaged by fire.
- The Tenant shall not have the right to assign their interest in this Lease nor to sublet the premises or any portion thereof nor shall the Tenant part with portion of or suffer, permit or allow any other person the use of or occupation of Godown or any portion thereof without the written consent of the Landlord.

LANDLORD RESPONSIBILITY

The Lessee observing the foregoing covenants hereinbefore reserved and performing and observing the several covenants and stipulations herein on his part contained shall peacefully hold and enjoy the demised premises during the term hereby created without unlawful intervention by the lessor or any person rightfully claiming under him.

During the continuance of the said exterior portions of the demised premises in good and repair and condition and remedy any major or structural fault or faults of contraction affecting the convenient and proper use that such faults are not attributable to gross negligence of the part of the lessee, his agents or employees

5. **MAINTENANCE OF PROPERTY**

- The Tenant shall maintain the property in good condition, fair wear and tear expected.
- The Tenant shall not be responsible for any damages caused by act of God, unless they have been caused by some willful or negligent act or omission on the part of the Tenant's representatives, However the Tenant shall be responsible for damages arising from forced entry or attempted force entry or theft or burglary and shall at his own cost make good such damage.

The Tenant shall not make any additions or alterations whatsoever to the Hall without the prior written consent with the Landlord provided that should the Landlord grant such consent then and in any event such additions or alterations shall be effected to the Tenants own costs.

6 **BREACH**

In the event of the Tenant

- Fails to pay the rent at the agreed time the rent becomes due; or
 - Committing any breach of any other conditions of this Lease and failing remedy, such breach within seven days of written notice by the lesser to the lessee to do so.
 - The Landlord shall be entitled to cancel this lease and to enter leased premises and take possession of the property without prejudice to the Landlords rights to recover from the Tenant any arrears of rent due or damage suggested by reason of any breach by the tenant of any terms and conditions of this agreement
- **VARIATION OF THE LEASE**

This Agreement is the whole agreement between the Landlord and the Tenant have been or warranties, guarantees, representations or conditions precedent save as are specifically recorded, no alterations or variation of this lease shall be of any effect unless in writing and signed by both parties.

• **WAIVER OF RIGHTS**

The rights of the parties under this lease shall not in any way be prejudiced by any extension of time or other indulgences which may be granted by one party to the other in respect of the performance of any of the other party's obligations in terms of the lease.

SIGNED AT DAR-ES-SALAAM ON THIS DAY OF



John D Lamba

JOHN D LAMBA

15-7-2018

LANDLORD

[Signature]
IDENTITY

15-7-2018

TENANT

Identity Promotions Ltd
P.O. Box 38070
Dar-es-Salaam, Tanzania

identity

AS WITNESS

1 NAME AND SIGNATURE *Nabila Kacim* *[Signature]*

2. NAME AND SIGNATURE.....



27/7/2018

Exchange rate

2255.1980

①

2018

WHT 6,500,382 ✓ 1/2

SD 1,300,076

TOTAL 7,800,458

Push

01/08/2018

tx. 2310

Spanty 1,331,668.8

Spanty Penaly 1,331,668.8

2019
2020

② 2019

WHT 13,316,688

Interest 2,031,328.8

15,348,016.8

③ 2020

WHT 13,316,688

[Signature] 14/7/2020

[Signature]