

# LEASE AGREEMENT

This agreement is made on this 01<sup>st</sup> day of January, 2011

## BETWEEN

**Jambo Oil Mills & Ginneries limited** (Hereinafter referred as to the “lessor”) of P.O.BOX 71 Shinyanga, Tanzania.

## AND

**Jambo Food Products Limited**, a Limited liability Company incorporated and existing under the Companies Act (CAP.212) of the Law of the United Republic of Tanzania (Hereinafter referred to as the “Lessee” of P.O. Box 71 Shinyanga, Tanzania.

**WHEREAS** the lessor who is herein the owner of PLOT number 1, Block number 1, CT number 11627 with an area of **80,260 meter square** located in Shinyanga at Ibadakuli area, along Mwanza Road.

**WHEREAS** the Lessee is letting the business location (premises), AND whereas the Lessee is leasing the premises and lessor has agreed to lease the same to Lessee.

**IN CONSIDERATION** of the rent, hereinafter reserved and Lessee’s covenants hereinafter contained or implies and to be performed and observed by the Lessee, the LESSOR DOES HEREBY DEMISE UNTO THE PROPERTY IDENTIFIED ON PLOT NUMBER 1, District Shinyanga Region to hold the same unto the Lessee **for a term of 15 years with the option to renew commencing on the 1<sup>st</sup> Day of January 2011 at a monthly rent of TShs 1,000,000/- Per month (One Million only) Payable in a year lump sum.**

## **THE LESSEE HEREBY COVENANTS WITH THE LESSOR THAT;**

- 1) To pay during the said term the said reserved rent upon the end of every year starting from the signing date of this agreement.
- 2) To use and occupy the demised premises solidly and exclusively for business as per the regulations, rules, law and business licenses may permit.
- 3) To cover all bills arising from his/her desirable use.
- 4) To replace and make good all breakages, deficiencies and damage to the fittings and effects in the dwelling house and premises which may happen during the period of his tenancy.
- 5) That at the expiration of the said tenancy he shall deliver up to the Lessor possession of the demised premises with the whole of the said effects according to the said inventory in as sound, serviceable condition as they are at the commencement of this tenancy agreement.

- 6) That the Lessee shall not let out, lend or otherwise part with the possession of the said demised premises or remove from the demised premises any article of the said fittings or effects to any persons whatsoever without prior consent in writing of the Lessor nor shall allow the same to be attached by legal authority or under colour of legal authority.
- 7) To do repairs and set fixtures to the premises as it may fit their line of business.
- 8) If any additional adjustments are required it shall be subject to consent in writing of the lessor, which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or improvement in additions to the premises as may be necessary and convenient to the use of the premises.
- 9) That the Lessee shall keep the demised premises including all floors, walls, ceilings, windows, locks and all other fittings and fixtures therein or thereon well and in good and tenable repair and conditions.
- 10) Not to do or suffer on the premises or any part of the building any act, matter or thing whatsoever which may be or tend to annoy, damage, and disturb the lessor or occupiers of neighboring premises.
- 11) To permit the lessor upon prior notice, to enter the premises to view the state and condition of the premises and upon the discovery of any defect, or need to repair, the lessor shall give to the Lessee a notice in writing to repair.

**AND THE LESSOR HEREBY COVENANT WITH THE LESSEE THAT;**

- 1) The Lessee paying the rent hereby reserved and performing and observing the several covenants and stipulates herein on his part contained shall peacefully hold and enjoy the premises during the term created without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust of the Lessor.
- 2) To make sure that the payment and discharge of all rates, assessments, impositions, duties, charges and outgoing whatsoever save and except electricity charges, water rates, telephone and telex charges which are now or may hereinafter become imposed or charged upon the premises or payable by the lessor or Lessee in respect thereof.
- 3) To make sure all outstanding bills i.e. water, electricity, telephone and any other bills which may have raised prior the commencement of this agreement are cleared.
- 4) To repair and replace all damaged utilities and fixtures damaged by previous users prior the commencement of this agreement.

**IT IS HEREBY AGREED AND DECLARED BY BOTH PARTIES THAT:**

- 1) If the Lessee shall be desirous of taking up a new lease for the premises hereby leased after the expiration of this tenancy agreement, the Lessee shall inform the Lessor at least 3 months prior to the expiration of the said agreement in writing and if there shall be no subsisting for any of the Lessee's obligation under this present agreement then the Lessor may grant the Lessee new lease of the premises hereby leased for further term and a rent which shall be negotiable by both parties in respect of the term and conditions of the rent.
- 2) Each party wishing to terminate this agreement before the expiration of the leasing period shall do so by giving 3 months written notice to the other party.
- 3) Each representative of each party enters this agreement willingly in good state of mind and health, without any threat or influence.
- 4) This agreement shall be governed by and interpreted in accordance with the laws of The United Republic of Tanzania.
- 5) The premises (including the keys of the premises) shall be handed over immediately after the payments and signing of this agreement
- 6) This agreement has 4 pages all carrying the same legal value.

**IN WITNESS WHEREOF** the parties hereto have dully executed these present on the day and in the manner hereinafter appearing:

**SEALED** with the common seal of the said  
Jambo Oil Mills and Ginneries Limited,  
before us.


NAME: SALIM KHAMIS SALIM  
SIGNATURE: [Signature]  
QUALIFICATION: MANAGING DIRECTOR  
DATE: 01.01.2011


NAME: SULEIMAN KHAMIS SALIM  
SIGNATURE: [Signature]  
QUALIFICATION: DIRECTOR  
DATE: 01.01.2011



SEAL OF THE COMPANY

SEALED with the common seal of the said  
Jambo Food Products Limited,  
before us.


NAME: SALUM KHAMIS SALUM  
SIGNATURE:   
QUALIFICATION: MANAGING DIRECTOR  
DATE: 01.01.2011

NAME: SULEIMAN KHAMIS SALUM  
SIGNATURE:   
QUALIFICATION: DIRECTOR  
DATE: 01.01.2011



SEAL OF THE COMPANY

Witness to the above signatures

NAME: MICHAEL V. MASALU  
SIGNATURE:   
QUALIFICATION: ADVOCATE  
ADDRESS: 213, SHINYANGA  
01.01.2011

