

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT is made this 10th day of OCTOBER..... 2020

BETWEEN

MCDONALD JOEL KIWELU a natural person (hereinafter referred to as "**Landlord**") of P.O. Box 3402, **DAR-ES-SALAAM TANZANIA** and its successor in title on the other part which expression shall include and extend to persons deriving title under the Landlord its successors and assigns) of the other part;

AND

HORMUUD GENERAL TRADING COMPANY LIMITED of Post Box 16026, **Dar es Salaam** (hereinafter called "**The Tenant**" which expression shall, where the context so admits, include his successors and assigns in title) of the other part.

WHEREAS: the Landlord is desirous of letting to the Tenant the premises more particularly described in clause 1 hereunder and the **TENANT** is willing to rent such premises on the terms and conditions stipulated hereinafter.

AND THE PARTIES HERETO COVENANT AS FOLLOWS: -

1. IN CONSIDERATION of the rent hereinafter reserved and the landlord **DOETH HEREBY LEASE TO** Tenant part of their commercial premises situated on Plot No. 73, Block C, CIWA Road Mikocheni, Kinondoni Municipality, **DAR ES SALAAM** (hereinafter called "the Demised Premises")
2. The term of the lease shall be **FIVE YEAR** commencing on the **10th** day of **October, 2020** to **09th September, 2026**, which period shall be subject to renewal or termination in accordance with the provisions set out hereinafter.
3. The rent shall be the Sum of Tanzania Shilling **Two Million only (2,000,000.00) Per Month** payable after every three months, also the rent is subject to be reviewed after every two years.
4. To pay rent on its due date to the designated Account of the Landlord.
5. To use the Demised Premises for **COMMERCIAL PURPOSE.**

Certified as a True Copy of the Original
Sign: [Signature] Date: 16/10/2020
MWAJUMA CHOOGY
Advocate, Notary Public & Commissioner for Oaths

6. The tenant shall not sublet whole or any part of the demised premises or assign this agreement or part with the possession of the demised premises or any part thereof without the landlord's prior written consent which the landlord has an option of either accept on the same terms and conditions or on different terms and conditions or to refuse in total.
7. To permit the Landlord and his respective agents, workmen with all necessary appliances, at all reasonable times upon the Landlord giving reasonable notice to the Tenant (except in case of emergency) enter into the Demised Premises for the purposes of examining the condition of the Demised Premises or do some repairs, alterations, valuation or the like for the purpose of making the Demised Premises tenantable.
8. The Tenant paying all the rents hereby reserved in the manner and within the times stipulated, then the Landlord shall not subject the tenant or its servants, officers or employees to any annoyance or nuisances and the tenant shall be entitled to enjoy quiet possession of the Demised Premises.
9. The Landlord is to keep the Demises Premises insured against fire except for the Tenant's personal property.
10. To pay all outgoing, taxes, service charges and other charges payable in respect of the demised premises, during subsistence of this lease.
11. To keep the Demised Premises in good and tenantable repair and condition and remedy any major or structural fault or faults of construction affecting the convenient and proper use of the Demised Premises.
12. This lease may by the consent of both parties be renewed for a similar or other period. The intention to renew may be communicated by either party one month before the expiry of the term.
13. If any covenant on the tenants part herein contained shall not be performed or observed, and the Tenant fails or neglects to rectify such breach within one month, after receiving a written notice from the Landlord specifying the same, then it shall be lawful for the Landlord at any time thereafter to reenter upon the said Demises Premises or any part thereof in the name of the whole and this tenancy agreement shall absolutely determined, but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained.
14. The provision of this lease may be amended from time to time by the parties and such modifications as the Landlord and Tenant agreement shall be in writing and supplemental to this lease.

Certified as a True Copy of the Original
 Sign: *[Signature]* Date: 6/11/2011
 MWAJUMA CHOGGY
 Advocate, Notary Public & Commissioner for Oaths

15. No rent reviewed shall be conducted during subsistence of this lease period.
16. The tenant is obligated to make a direct payment of withholding tax to TRA and thereafter submit copy of the tax receipt to the Landlord within 7 days after payment have been done. That withholding tax shall be from the rent payable.
17. The Tenant shall comply with all Municipal and Health regulations, including garbage collection, relating to the Demised Premises;
18. This agreement shall be governed by and interpreted in accordance with the laws of United Republic of Tanzania.

IN WITNESS WHERE OF the parties here to have executed these presents in the manner and the date and year herein below appearing.

SIGNED and DELIVERED on behalf of
MCDONALD JOEL KIWELU by
 .M.C.DONALD JOEL... who is known
 To me personally/ introduced to me by.....
who is known to me
 This..... 10th.....day of..... OCTOBER.....2020

[Signature]

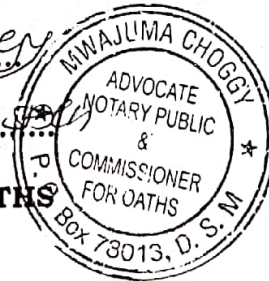
LANDLORD

BEFORE ME:
 Signature: *[Signature]*

Name: ..Mwajuma Choggy.....

Postal Address: 78013 DAR-ESSALAAM

Qualification: **COMMISSIONER FOR OATHS**



SIGNED and DELIVERED on behalf of
HORMUUD GENERAL TRADING COMPANY LIMITED by
 Faisal Farwa..... who is known
 to me personally/ introduced to me by.....
who is known to me
 This..... 10.....day of..... OCTOBER.....2020

Certified as a True Copy of the Original
 Sign: *[Signature]* Date: 16/10/2020
 MWAJUMA CHOGGY
 Advocate, Notary Public & Commissioner for Oaths

TENANT

BEFORE ME:
 Signature: *[Signature]*

Name: ..Mwajuma Choggy.....

Postal Address: 78013 DAR-ESSALAAM

Qualification: **COMMISSIONER FOR OATHS**

