

LEASE AGREEMENT

BY AND BETWEEN

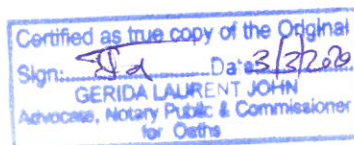
**AIM STEEL LIMITED
("Lessor or Landlord")**

AND

1001 Organic Limited

**_____
("Lessee or Tenant")**

Made this 1st day of February, 2019



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LEASE AGREEMENT

THIS LEASE, dated this 1st of February, 2019, is made between AIM STEEL LTD, a limited liability company incorporated in Tanzania under the Companies Act, Chapter 212 and issued with Certificate of Registration number 38214 dated the 28th day of October, 1999 hereinafter to be referred as the Lessor, and 1001 Organic Limited, as Lessee.

1. CERTAIN LEASE PROVISIONS:

The descriptions and amounts set forth below qualified by their usage elsewhere in this lease, including those articles referred to in parenthesis:

- 1.1 Demised Premises (Article 3.2): SHOP # G-2 and G-3, AIM MALL PLOT NO. 445, BLOCK 'CC' MAJENGO AREA, ARUSHA, TANZANIA
- 1.2 Gross Leasable Area of Demised Premises (Article 3): approximately 120 sqm
- 1.3 Use Clause (Article 7)
- 1.4 Lease Term (Article 4.1) 3 Years, 0 Months.
- 1.5 Lease Commencement Date (Article 4.1) 1st of February 2019.
- 1.6 Lease Expiration date (Article 4.1) 31st of January 2022.
- 1.7 Security Deposit (Article 5.2) \$ 4,680.00.
- 1.8 Lessee's Addresses (Article 5.1):
 - A) Notice address
1001 Organic Limited,
Zahra Towers, Indira Gandhi/Zanaki Street,
P.O. Box 4509,
Dar es Salaam
- 1.9 Lessor's Addresses (Article 5.1):
 - A) Notice address:
P.O. BOX: 530, ARUSHA, TANZANIA
 - B) Payment address
MANAGEMENT OFFICE, AIM MALL, MAJENGO, PLOT NUMBER
445 BLOCK 'CC' ARUSHA, TANZANIA
- 1.10 Base Rent Commencement Date (Article 5.1) 1st of February 2019.
- 1.11 Base Monthly Instalments (Article 5.1)

3 Years	Monthly
1/2/2019 to 31/1/2022	\$1,560 + VAT

Certified as true copy of the Original
Sign: *Ja* Date: 23/02/20
GERIDA LAURENT JOHN
Advocate, Notary Public & Commissioner
for Oaths

Lessee is liable to pay 10% WHT of VAT- exclusive rent amount and 1% stamp duty of annual rent. The lessee is responsible to submit the WHT certificate which shows payment to the lessor every time the 10% WHT is deducted.

1.16 This Lease consists of 16 Articles on 33pages, plus Schedules A, B, and C of Addenda.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease Agreement, unless repugnant to the context, the following terms shall have the following meanings:

"Applicable Law" means all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, of any Governmental Authority or Person acting under the authority of any Governmental Authority or of any statutory authority whether in effect on the Lease Date or thereafter;

"Carpet Area" means all that space including columns that lie within the Demised Premises calculated by measuring from the outside of exterior walls and the centre of party/ dividing walls;

"Service Charges" means the common area maintenance charges to be paid by the Lessee from the Commencement Date to the Lessor directly or to the Mall Manager, on the instructions of the Lessor, in accordance with the terms of this Lease Agreement;

"Commencement Date" means the date of commencement of lease of the Demised Premises being (i) the date falling 90 days from the Possession Date; or (iii) the Opening Date (*as hereinafter defined*), whichever is earlier;

"Common Areas" means and includes but is not limited to all such areas which are available for common use and enjoyment, including without limitation the entrance foyer, lobbies, corridors, toilets and baths staircases, lift room, ducts, open balconies, sanitary ducts,

electrical ducts, machine rooms, parking, generator rooms, open areas outside the building, terrace, water tanks, parks, play areas, sewage tanks, pathways, driveways, car parking spaces, common infrastructure, gardens, landscapes, the management office, other service and any other space used for office for the Mall staff and all such amenities including terrace areas etc. located in the Mall;

"Fit Out Manual" means the Aim Mall Tenant Fit Out Manual, a copy of which is annexed as **Annexure B** to this Lease Agreement;

"Fit Out Period" a period of Ninety days from the date of issuance of the possession notice to the date of opening.

"Force Majeure Event" means any of the following event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence; or (b) despite the adoption of reasonable precaution and/or alternative measures be foreseen, prevented, or caused to be prevented, and which adversely affects a Party's ability to perform its obligations under this Lease Agreement:

- (a) acts of God;
- (b) air crashes;
- (c) war, riots or terrorist attack;
- (d) actions of any Governmental Authority, having an adverse effect on the business of either Party.

"Governmental Authority" means: (a) central, local, municipal; (b) governmental or quasi-governmental authority of any nature; (c) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority;

"Insured Risks" means the risks such as fire, flood, earthquake, lightning, or other acts of God, riot, terrorism, theft, communal violence, business interruption and such other risks, acting reasonably, that may be required to be taken by a Party, from time to time;

"Interior Works" means each of work/ activities that the Lessee may carry out in the Demised Premises which shall include, without limitation, the refurbishment work in the Demised Premises, installation of all such new trade fixtures and fittings as the Lessee may require in the Demised Premises and such other activities, required to be carried out, in accordance with the Fit Out Manual and with the prior written approval of the Lessor and in accordance with Applicable Laws;

"Lease Agreement" means this agreement entered into between the Lessor and the Lessee along with its annexures;

"Lease Year" means the period of 365 days commencing from the Commencement Date to 31st January of the next calendar year, every year unless changed and intimated by the Lessor to the Lessee;

"Lock-in Period" means 1 (one) Lease Years from the Commencement Date;

"Mall Manager" Any Person appointed by the Lessor for the purposes of operating, managing and maintaining the Mall, on behalf of the Lessor, on such terms and conditions as may be agreed to between the Lessor and such Mall Manager;

"Mall Working Hours" means 10:00 AM till 6:00 PM for Shops, 10:00 AM till 10:00 PM for Supermarket and 10:00 AM till 10:00 PM for Restaurants or such hours during a day as may be fixed by the respective Lessee or as may be required under Applicable Laws when the Mall, including the Demised Premises, shall be kept open for business. These are minimum opening hours.

"Opening Date" means the date on which the Lessee opens the Demised Premises for conducting its business, which shall in no event be more than 90 days from the date of delivery of the Possession Notice by the Lessor to the Lessee;

"Operating Costs" for the purposes of calculating Service Charges, means any and all costs and expenses incurred by Lessor excluding Taxes:

- (i) to operate, manage, repair, replace and maintain:
 - (a) the Mall;
 - (b) the Common Areas;
 - (c) the fixtures installed/ to be installed in the Mall and facilities provided/ to be provided in the Mall including without limitation all parking facilities, drainage facilities, security installations such as close circuit camera and monitoring systems, security services, electricity installations, generators, water installations, water treatment plant, communication and entertainment equipment, firefighting facilities, fire prevention facilities, fire detection systems/ water drainage/plumbing facilities, Mall security services, water storage facilities, sewage facilities, electrical facilities (such as lightings in Common Areas), ventilation and air-conditioning (HVAC) units,

- annual maintenance charges of equipment, installations and services, energy management system, diesel generator (DG) sets, transformers, air handling units (AHU), fan coil units (FCU), escalators and elevators, diesel for generators, utilities, all spares, consumables, tools and tackles serving the Mall; which shall include garbage services.
- (d) charges payable towards operating and managing the Mall and the Common Areas in the Mall including but not limited to software up-gradation, electricity supply charges, power back up charges, water supply charges, sanitation charges (such as charges towards maintaining common drains, gutters, sewers and external pipes), and charges towards pest control,
 - (e) wages, worker's compensation, salaries of employees employed/ to be employed by the Lessor (including travel and conveyance charges) for the purposes of housekeeping, operating, managing, repairing, replacing and maintaining the Mall, the Common Areas (including but not limited to managers, accountants, lift operators, security personnel, sweepers, parking attendants) and the fixtures installed/ to be installed and facilities provided/ to be provided in the Mall;
 - (f) charges payable towards obtaining all governmental/ statutory approvals, permits, licenses, consents, no-objection services, all applicable taxes and towards filing of all returns with appropriate and concerned Governmental Authorities, including payment of all professional fees and all other technical fees and charges.
- (ii) to seek and maintain the insurance of:
 - (a) the structure of the Mall including the Demised Premises;
 - (b) the fixtures, fittings, utilities and facilities installed/ to be installed in the Mall excluding the fixtures, fittings, utilities and facilities installed/ to be installed by the Lessee in the Demised Premises;
 - (c) any other insurance required in accordance with Applicable Laws and as industry practice;
 - (iii) Any other charges as may be agreed between the lessor and lessee.

"Possession Date" means the date on which the actual physical possession of the Demised Premises is handed over by the Lessor to the Lessee, in accordance with the terms of this agreement

"Rent" means sum of \$ 11 ground floor for the first Lease Year per square metre per month of the Carpet Area (as defined hereinafter), payable by the Lessee to the Lessor, in accordance with the terms of this Lease Agreement.

"Dollars" or **"\$"** means American Dollar the lawful currency of America;

"Security Deposit" means a sum equivalent to 3 months' Rent payable by the Lessee to the Lessor, in accordance with the terms of this Lease Agreement, as an interest free refundable security deposit, as security for the due performance and observance of each of the terms and conditions of this Lease Agreement;

"Taxes" shall mean and include all general and special taxes, whether ordinary or extraordinary, including existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon all or any portion of the Mall (as the same may be increased or diminished from time to time during the Term of this Lease Agreement) on both land and all improvements contained therein;

"Term" shall have the meaning given to such expression in Article 4.1;

"Electricity Charges" means the charges payable by the Lessee from the Commencement Date to the Lessor directly or to the Mall Manager, on the instructions of the Lessor for using the electricity and services provided by the Lessor/ Mall Manager in the Demised Premises, as per actuals based on individual meters; and

"Use" shall have the meaning given to such expression in Article 7.

2. EXECUTION OF LEASE AGREEMENT

- 2.1 The Lessor agrees to grant the lease of the Demised Premises and the Lessee agrees to accept the lease of the Demised Premises for the Term.

3. DEMISED PREMISES

- 3.1 Lease - Subject to the timely payment of Rent and Other Charges

hereby reserved on and from the Commencement Date and compliance of all other terms and conditions of this Lease Agreement by the Lessee, the Lessor hereby agrees to give on lease to the Lessee and the Lessee hereby agrees to take on lease from the Lessor, the Demised Premises, on and from the Commencement Date.

- 3.2 Description of Demised Premises- The Demised Premises shall have such area as ascribed to it in **Schedule B** of this Lease Agreement. The Parties hereby agree that at any time after the Possession Date, the Lessee may measure the exact Carpet Area of the Demised Premises which shall be utilized for the purposes of the Service Charges, in proportion to the actual Carpet Area of the Demised Premises, handed over by the Lessor to the Lessee.
- 3.3 Delivery of Possession- The Lessee hereby agrees to accept delivery of possession of the Demised Premises, without any delay and in accordance with this agreement, without any warranty or representation of any kind, express or implied, on the part of the Lessor.
- 3.4 Lessee's pre-operational works/obligations:
- (a) The Lessee shall, after the Possession Date, commence the Interior Works in the Demised Premises, at its own cost and expense, provided all Interior Works are carried out in accordance with the Fit Out Manual and are completed within a period of 90 days from the date of issuance of the Possession Notice and the Opening Date, whichever is earlier. The Fit Out Period shall be Rent free period. However the Lessee shall be required to pay the electricity charges as incurred during the Fit Out Period. The Lessee shall, at any time, before initiating the Interior Works, seek the prior written consent from the Lessor and provide the Lessor with the plans and specifications for such Interior Works in such detail and manner as the Lessor may require and deems necessary and as per the Fit Out Manual. Such plans and specifications shall comply with all Applicable Laws and such reasonable requirements as the Lessor may, from time to time, prescribe for such works within the Demised Premises. The Lessee agrees that the Lessee shall, before carrying out any Interior Works, seek all necessary permits and consents required to be taken by the Lessee under all Applicable Laws, for carrying out such works;
- (b) The Interior Works initiated by the Lessee within the Demised Premises shall be performed by the Lessee in good workmanlike manner and in compliance with all Applicable Laws and in

accordance with each of the terms of this Lease Agreement. Such Interior Works can be carried out by the Lessee during the Mall Working Hours and/or in such manner that does not cause any interference with the transaction of business at the Mall and/or disturbance to other lessee(s) in the Mall. The Lessee hereby agrees that the Lessee shall not be entitled to carry out any Interior Works within the Demised Premises which leads to changing the basic structure of the Mall, any structural alteration or amendments and/or affects the foundation of the structure and/or construction of the Mall. For the avoidance of doubt, it is hereby clarified that the Lessee shall not be permitted to carry out any work, of any nature whatsoever, in any part of the Mall other than the Demised Premises;

- (c) During the course of the Lessee's Interior Works, the Lessee shall maintain a builder's "all risk", fire and comprehensive general liability insurance with respect to any and all of Lessee's work, naming the Lessor or its nominee, which may include the Lessor's mortgagee, as additionally insured and in such amounts and on such terms as are customary for work of similar nature and are provided by insurers on commercially reasonable terms. The Lessee shall be obligated to provide the Lessor with certificates reflecting such insurance coverage along with submission of plans and specifications for the Interior Works. In the event the Lessee fails to procure and maintain any of the insurance required to be maintained by the Lessee in terms of this Article, then the Lessor shall have the right, but not the obligation to, procure and maintain the same, at the cost and expense of the Lessee, together with an administrative fee of fifteen percent (15%) of the total insurance amount, payable by the Lessee to the Lessor, within a period not exceeding 10 (ten) days of written demand thereof;
- (d) The Lessee undertakes to complete all Interior Works required to be done by the Lessee before the Opening Date and shall seek all permits and consents required to open the store for business, so as to ensure that the Demised Premises is opened for business on or before the Opening Date;
- (e) The Lessee hereby agrees and acknowledges that any and all alterations, additions, Interior Works made and/or to be made or installed by the Lessee upon the Demised Premises and which, in any manner are attached to the floors, walls or ceilings (including, without limitations, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to

the floor, and any heating, ventilating and/or air-conditioning equipment), the removal of which may cause any damage to the Demised Premises, shall remain upon the Demised Premises, and at the expiry of the Term or early termination of this Lease Agreement, be surrendered by the Lessee to the Lessor alongwith the Demised Premises as part thereof without disturbance, molestation or injury, unless the Lessor provides notice to the Lessee that the Lessor requires the removal of such alteration, addition, Interior Works, in which case the Lessee shall repair, at its own cost and expense, any and all damages caused by the Lessee to the Demised Premises resulting from such removal. This shall, however not apply to the usual trade fixtures and furniture's placed by the Lessee in the Demised Premises prior to or during the Term, at its own cost and expense and the Lessee shall be entitled to remove such fixtures and furniture's from the Demised Premises, upon the expiry of the Term or early termination of this Lease Agreement provided:

- (i) the Lessee is then not in default of any of the provisions of this Lease Agreement; and
 - (ii) the Lessee removes such fixtures and fittings within 10 (ten) days from the date of expiry of Term or early termination of this Lease Agreement, failing which such fixtures and fittings shall after the expiry of 10 (ten) days vest exclusively with the Lessor, free and clear of any claims of the Lessee or any Person claiming by, through or under the Lessee and the Lessor shall be fully protected in taking such action with respect to such property (including, without limitation, disposal thereof and forfeiting the proceedings out of such disposal) as it would be entitled to take as the sole owner thereof.
- (g) The Parties hereby agree and acknowledge that any and all costs incurred by the Lessor as a result of Lessee's failure or delay in providing information required by the Lessor in terms of this Article 3.4 shall be the sole responsibility of the Lessee and the Lessee shall pay all such costs promptly upon Lessor's demand.

3.5 Lessor's Reservations-

- (a) The Lessor accepts and reserves unto itself the right to use the roof and exterior walls of the building or buildings of which the Demised Premises is a part of and further reserves the right to place in the Demised Premises (in such manner as to reduce to a minimum, the interference with Lessee's use of the Demised Premises) utility lines,

pipes and the like, to serve utilities to units/ premises/ common areas of the Mall, other than the Demised Premises, and to replace, maintain and repair such utility lines, pipes and the like in, over and upon the Demised Premises; and

- (b) Notwithstanding anything to the contrary contained in this Lease Agreement, it is expressly understood and agreed by the Parties that the designation or use, from time to time, of portions/ areas of the Mall as Common Areas, shall not restrict the Lessor's use of such areas for buildings, structures and/ or for retail or such other purposes as the Lessor may determine, in its sole and absolute discretion. The Lessor hereby reserves the unrestricted right to build, add to, subtract from, lease, license, relocate and/ or otherwise use (temporarily and/ or permanently) any buildings, kiosks, other structures, parking areas, roadways or other areas or facilities anywhere in the Mall for retail or such other purposes as the Lessor may deem fit, in its sole and absolute discretion.

4. TERM & LOCK-IN PERIOD

- 4.1 Term- The term of this Lease shall be defined in Article 1.4 hereof, commencing on the Lease Commencement Date specified in Article 1.5 hereof, and ending on the Lease Expiration Date specified in Article 1.6 hereof.
- 4.2 Holding Over-In addition to the rights of the Lessor in terms of Article 3.4(e), any holding over of the Demised Premises by the Lessee to the Lessor after the expiration of 10 (ten) days from the date of expiry of the Term of this Lease Agreement or its sooner determination, shall be treated as a tenancy at sufferance at 3 (three) times the Rent and Other Charges (and if varying rates are specified herein, at 3 (three) times the highest of such rate as payment for use and occupancy), prorated on a daily basis, and the Lessee shall be obligated to pay such charges to the Lessor, simultaneously with the handing over of the vacant peaceful possession of the Demised Premises to the Lessor. The Lessor shall have the right to deduct such payments from the Security Deposit offered by the Lessee to the Lessor and demand such additional payments, after exhausting the entire Security Deposit, as may be due and payable by the Lessee to the Lessor in terms of this Lease Agreement.
- 4.3 Lock-in Period - The first 1 (One) Lease Year from the Commencement Date shall be considered as the lock-in period (the "**Lock-in Period**"). The Lessee shall not have the right to terminate

the lease before the expiry of Lock-in Period. In the event, the Lessee terminates the lease during the Lock-in Period for any reason whatsoever, then the Lessee shall pay the Lessor and the Lessor shall be entitled to recover from the Lessee, the entire Rent and 50% of Service Charges, for the balance term of the Lock-in Period.

5. RENT, SECURITY DEPOSIT AND OTHER CHARGES

5.1 Rent -

- (a) Date of payment of Rent - The Lessee shall pay the Lessor, Rent per month for the Demised Premises starting from the Commencement Date till the expiry of the Term, in advance, on or before the (first) 1st day of each calendar month of each Lease Year. The Rent shall be subject to deduction of withholding tax at source in accordance with Applicable Laws. Stamp duty will be payable by lessee for this lease agreement, if applicable.
- (b) Delay in payment of Rent - In the event of any delay in payment of Rent by the Lessee to the Lessor, the Lessee shall be under an obligation to pay interest on the Rent due and payable, at 2% (two percent) per month on the delayed payment from the date from which the Rent is due and payable until the actual date of payment of Rent.
- (c) Manner of payment of Rent - The Rent shall be paid by the Lessee to the Lessor on the respective due date through INTER-BANK SETTLEMENT SYSTEM (**TISS**) or in the form of cheque drawn in favour of the Lessor, payable at Arusha, or at such other place as the Lessor may require, and inform the Lessee in writing.
- (d) Escalation of Rent – Any escalation in rent will be discussed by both parties and agreed before the current lease agreement expires

5.2 Other Charges

(a) SERVICE Charges -

- (i) The Lessee shall pay to the Lessor, as SERVICE Charges, that portion of the Operating Costs of the Mall as shall result as a cost agreed between the lessor and the lessee denominated \$ 2 /sqm. However, it may increase if the waste water generated exceeds the current usage.
- (ii) The Lessee shall pay the SERVICE Charges, on or before the seventh day of each calendar month, in advance commencing from the Commencement Date, in accordance with the SERVICE Charges computation provided by the Lessor and/or the Mall Manager, on behalf of the Lessor, to the Lessee for making such advance SERVICE Charges payments.

- (b) Electricity Charges –
 - (i) Payable in advance by pre-paid vouchers for electricity meters

5.3 Late Charges -

- (a) In the event payment of any sum of money due under this Lease Agreement, including but not limited to Rent, Taxes and Other Charges, becomes overdue for 10 (ten) calendar days beyond the date on which said payments are due and payable in terms of this Lease Agreement, the Lessee shall be under an obligation to pay interest on the amount due and payable, at the rate equal to 2% (two percent) per month on the delayed payment from the date from which such payment is due and payable until the actual date of payment. The Lessor shall have the right to recover such sums from the Security Deposit offered by the Lessee to the Lessor in terms of this Lease Agreement and recover the same from the Lessee in accordance with Article 5.2(c) of this Lease Agreement.
- (b) Notwithstanding anything contained in Article 5.4(a) above, the Lessor shall have the first lien over all furniture and fixtures and stock-in-trade of the Lessee in the Demised Premises and in the event of a default in making any payment by the Lessee to the Lessor, in accordance with the terms of this Lease Agreement, the Lessor the right to enforce such lien, take possession of such stock-in-trade and fixtures and fittings and dispose of the same in the manner it deems fit and proper, to recover the pending payments.
- (c) The right of the Lessor, as set forth in Article 5.4(a) and (b) above shall be in addition to all other rights and remedies which the Lessor may have, under law for recovering such due payments. Further, there shall be no order of priority for the Lessor to follow between Article 5.4(a) and (b) while recovering its payments and the Lessor shall have the right, in its absolute discretion, to recover its pending payments, in such form and manner and from such source, as the Lessor may deem fit, in its absolute discretion. Failure on the part of the Lessor to insist upon the strict performance by the Lessee of its obligations hereunder shall not constitute a waiver by the Lessor of its right hereunder. The provisions of this Article 5.4 shall not be construed in any manner whatsoever as provision of extending the notice periods for default as provided for in this Lease Agreement.

6. TAXES

- 6.1 The Lessor shall pay, all Taxes in respect of the Mall, including property tax for the Demised Premises including VAT once received from the lessee.

- 6.2 The Lessee shall pay all Taxes on the Rent including stamp duty to register the lease in respect of the Demised Premises. All payment of Taxes by the Lessee shall be paid within the time period stipulated under Applicable Laws. Any penalty levied by a Governmental Authority due to delay in making payment of any Taxes, to be borne by the Lessee shall be exclusively paid by the Lessee and the Lessee agrees to indemnify and keep and hold the Lessor indemnified against all such penalties, costs and expenses.
- 6.3 The foregoing provisions of this Article 6 are predicated upon the present taxation laws in Tanzania and the city (Arusha) in which the Mall is located. If there is any other change in the system(s) of taxation (other than as set out immediately above) which is in substitution of or in addition to the present system(s), the Lessee shall be responsible for its fair and equitable share thereof, taking into account the prorations provided for in this Article 6.
- 7. PERMITTED USE OF DEMISED PREMISES; USAGE; ASSIGNMENT AND SUB-LETTING**
- 7.1 Permitted Use
- (a) It is understood and agreed by the Lessee that, during the Term of the lease, the Demised Premises shall be used and occupied by the Lessee only for the sole purpose of a micro-brewery ("**Use**") and for no other purpose or purposes. Any use of the Demised Premises in violation hereof shall be at the sole responsibility of the Lessee and shall constitute a material default by the Lessee under this Lease Agreement granting the Lessor the right to terminate this Lease Agreement.
- 7.2 Usage - The Lessee shall ensure that the Demised Premises is utilized at all times and the Lessee shall continuously conduct operations at the Demised Premises and not keep the same closed except on account of such operation being prevented or restricted or interfered with by reason of a Force Majeure Event or temporary closure due to renovation/refurbishment work of the Demised Premises.
- 7.3 Assignment and Subletting- The Lessee covenants and agrees that the she/he will not assign this Lease Agreement or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Demised Premises, without the prior written consent of the Lessor which

consent shall not be unreasonably withheld.

8. LESSOR'S RIGHTS AND OBLIGATIONS

8.1 The Lessor and its authorized representatives and designees shall have the right to:

- (a) to enter upon the Demised Premises (i) at any time in the case of an emergency; and (ii) at all hours for the purpose of inspecting or making non-emergency repairs to the Demised Premises and/or utilities in the Demised Premises or exhibiting the Demised Premises to prospective purchasers and lenders;
- (b) install on the Demised Premises a "For Rent" sign, for a period commencing 9 (nine) months prior to the expiry of the Term and have reasonable access to the Demised Premises for the purpose of exhibiting the same to prospective lessees/ tenants and

8.2 The Lessor shall be obligated to:

- (a) carry out the construction and development of the Mall, at its own cost and expense and in accordance with all Applicable Laws;
- (b) seek all permits and consents, required for the construction, development and operations of the Mall including without limitation the occupation certificate for the Mall, at its own cost and expenses, on or before the Commencement Date;
- (c) apply for and seek water, electricity and other utility connections of the load/quantity sanctioned under Applicable Laws from the concerned Governmental Authority and provide the same upto the designated area in the Demised Premises;
- (d) provide ventilation facilities upto the designated area in the Demised Premises;
- (e) keep the Mall in good order, condition, and repair foundations and structural portions of the Mall, except for any damage caused by any act or negligence of the Lessee, its employees, agents, licensees, or contractors, which the Lessee shall be required to bear and pay the Lessor, as per actuals and without any delay, protest or demur. The Lessor shall not be responsible to make any improvements of any kind whatsoever upon the Demised Premises and the Lessee shall solely be responsible for carrying out all repair work required to be carried out in the Demised Premises, at its own cost and expenses; and
- (f) carry out any and all repair work required to be carried out in the Mall due to damage caused to the Mall or any part thereof except for the Demised Premises, due to any fire or casualty; restore all such

portions of the Mall; and equip such portions of the Mall with such fixtures and fittings as are necessary or proper in the opinion of the Lessor.

9. LESSOR'S COVENANTS

9.1 The Lessor covenants to the Lessee as follows:

- (a) Lessor shall provide the Lessee, its employees, authorized representatives, contractors, vendors, architects and consultants, access to the Mall and the Demised Premises on and from the Possession Date;
- (b) Lessor shall perform its obligations under this Lease Agreement in accordance with Applicable Laws; and
- (c) Lessor shall obtain and maintain comprehensive insurance at its own cost: (i) against consequences of damage to or destruction of the Mall from any of the Insured Risks; and (ii) that may be required pursuant to Applicable Laws. This does not include insurance of the lessee's fit outs and glass windows/doors of the lessee's leased premises (i.e. lessee's shop/restaurant)

10. LESSEE'S OBLIGATIONS

10.1 The Lessee shall be obligated to:

- (a) carry out the Interior Works in the Demised Premises: (i) at its own cost and expense; (ii) with the prior approval of the Lessor; (iii) in accordance with all Applicable Laws and the Fit Out Manual; (iv) without causing any disturbance to other lessees/tenants/ occupiers of the Mall; and (v) after the Possession Date;
- (b) seek all permits and consents, required for carrying out its business outlet from the Mall, at its own cost and expenses, on or before the Commencement Date;
- (c) pay the SERVICE Charges and the Other Charges to the Lessor and/or the Mall Manager, as per the instructions of the Lessor, on the respective due dates and without any delay, protest, demur or cavil;
- (d) pay the Electricity Charges directly in advance to the Lessor or the Mall Manager, on the instructions of the Lessor, on the respective due dates and without any delay, protest, demur or cavil;
- (e) on and from the Possession Date and continuously thereafter until the end of the Term, keep the Demised Premises and every part thereof including, without limitation, the store front and the exterior and interior portions of all doors, windows and plate glass

- surrounding the Demised Premises, all plumbing, utilities and sewage facilities within the Demised Premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems, interior building appliances, and equipment, in neat, clean, safe, sanitary and maintain in good order, condition and repair;
- (f) insure the Demised Premises, the furniture and fixtures in the Demised Premises and the goods/stock-in trade in the Demised Premises, from any and all risks including without limitation the Insured Risks and keep such insurance policies valid and subsisting during the entire Term. All such insurance shall be from a reputed insurance company. The Lessee shall within 30 (thirty) days of obtaining the insurance referred to in this Article, provide a certified true copy to the Lessor of the relevant insurance policies as well as all related documentation; and
 - (g) carry out any and all repair work required to be carried out in the Demised Premises due to damage caused to the Demised Premises due to any fire or casualty; restore all portions of the Demised Premises substantially in the condition in which such portions of the Demised Premises were as on the Commencement Date; equip the Demised Premises with such trade fixtures and fittings necessary or proper for the operation of Lessee's business; and open the Demised Premises for business as soon thereafter as possible.

11. LESSEE'S COVENANTS

- 11.1 The Lessee hereby covenants and undertakes to the Lessor, from the Lease Date till the expiry of the Term:
- (a) that the Lessee shall use the Demised Premises only for permitted Use;
 - (b) that the Lessee open the Demised Premises for business on or before the Opening Date;
 - (c) pay the Utility Charges directly to the concerned Governmental Authority and/or to the Lessor or the Mall Manager, on the instructions of the Lessor, on the respective due dates and without any delay, protest, demur or cavil;
 - (d) that the Lessee shall ensure that the Demised Premises is kept in a first-class, tenantable, and attractive condition throughout the Term of the lease while wear and tear excepted;
 - (e) that the Lessee shall use the Demised Premises only for commercial

- purposes and for no other purposes;
- (f) that the Lessee shall not store within the Demised Premises and/or the Common Areas to which the Lessee has access to, any hazardous/ inflammable material and/or material not required to be stored by a Person under Applicable Laws;
 - (g) that the Lessee agrees that the use and occupation of the Demised Premises during the Term shall not in any manner, interfere with or disturb the peaceful possession or usage of the Mall by the Lessor or other occupants of the Mall;
 - (h) that the Lessee shall not use the Demised Premises for any illegal or unlawful purposes and shall not use, permit or suffer upon the Demised Premises or any part thereof, anything which may become a nuisance or annoyance or cause damage to the Demised Premises or other occupants in the Mall or the users of the neighbouring premises or the operation of other floors;
 - (i) that the Lessee shall use and keep the Demised Premises in good and proper condition (subject to normal wear and tear) at its own cost and expense, during the entire Term and shall handover the actual vacant and peaceful possession of the Demised Premises in good condition (subject to normal wear and tear) to the Lessor on the expiry and/or termination of the Lease, as the case may be;
 - (j) that the Lessee shall, at its own cost and expense, carry out any and all Interior Works in the Demised Premises;
 - (k) that the Lessee shall always conduct its operations in the Demised Premises under its present trade name, unless Lessor shall otherwise consent in writing, provided that such consent will not be unreasonably withheld if the new trade name has the same brand positioning as the present trade name, which shall be determined by the Lessor in his sole discretion;
 - (l) that the Lessee shall not conduct any auction, fire or bankruptcy sales within the Demised Premises without the previous written consent of Lessor;
 - (m) that the Lessee shall not use/ encroach any area in the Mall (excluding the Demised Premises), passages or sidewalks adjacent to the Demised Premises or the recessed vestibules, if any, of the Demised Premises for any purposes (including, without limitation, making temporary or permanent sitting arrangement for any of its employees or security guards or placing any goods, articles, shelves etc. or the distribution of handbills or advertising of any type) without the previous written consent of the Lessor;

- (n) that the Lessee shall keep the display windows and glass doors of the Demised Premises clean and shall keep the Demised Premises electrically lighted during the Mall Working Hours and, in addition, during such other periods of time as shall be determined by the Lessor and for this purpose shall install and maintain a mechanical time clock;
- (o) The Lessor's current sign criteria is set forth in the Fit Out Manual annexed hereto as **Schedule B**. The Lessee shall not place on the exterior or interior of the Demised Premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those signs (including the design, number and location of such signs and any replacements thereof) which shall first have been approved by the Lessor or the Lessor's architect. The Lessor reserves the right to change its sign criteria during the Term of this Lease Agreement and the Lessee agrees to comply with the Lessor's new sign criteria. The signs desired by the Lessee shall be indicated in the Lessee's plans and specifications to be submitted to the Lessor for its approval. All signs of the Lessee inside the Demised Premises must be professionally prepared. Lessee's storefront sign plans shall be submitted to Lessor for approval within 10 (ten) days from the Lease Date and the storefront sign shall be installed within 15 (fifteen) days of the Lessor's approval;
- (p) that the Lessee shall not perform any act or carry on any practice which may injure the Demised Premises or any other part of the Mall, or cause any offensive odour or loud noise (including, but without limitation, the use of loudspeakers, speakers and televisions), or constitute a nuisance or menace to any other occupant or other persons in the Mall, and in no event shall any noises or odours be emitted from the Demised Premises;
- (q) that the Lessee shall keep the Demised Premises open for business, at least during the Mall Working Hours. The Lessee acknowledges that this obligation is a material inducement to the Lessor to enter into this Lease Agreement, and in the event the Lessee defaults thereunder the Lessor shall have all remedies available at Applicable Law or in equity including, without limitation, the right to terminate this Lease Agreement;
- (r) that the Lessee shall at all times fully and adequately heat and/or air-condition (as the circumstances require) the Demised Premises;
- (s) that the Lessee agrees that the Lessee and its employees and others personnel connected with Lessee's operations at the Demised

- Premises will abide by all rules and regulations from time to time established by the Lessor by written notice to the Lessee with respect to the Mall;
- (t) that the Lessee shall employ throughout the Term of the Lease, a full staff in the Demised Premises in order to properly conduct business, including qualified senior manager headquartered at the Demised Premises to manage and control the operations of the Lessee from the Demised Premises. The Lessee shall furnish the Lessor with the name, address and telephone number of such senior manager of the Demised Premises, so that Lessor will, at all times, be able to contact the senior manager of the Demised Premises;
 - (u) that the Lessee shall, in performing its obligations hereunder, comply with all Applicable Laws applicable to the Mall and the Demised Premises and the business conducted therein by the Lessee, including, without limitation, obtaining and maintaining any and all permits necessary and proper in order to permit the Lessee to use the Demised Premises for the permitted Use;
 - (v) that the Lessee shall participate in exterminating programs that may be established by Lessor for all or substantially all other stores and businesses in the Mall;
 - (w) that the Lessee shall not mortgage and/or create any charge, lien and/or security interest on the Demised Premises and/or any part of the Mall in favour of any party/third party/ bank/ lender/ financial institution;
 - (x) that the Lessee shall not mortgage and/or create any charge, lien and/or security interest on the fixtures and fittings installed/owned by the Lessor either in the Demised Premises or anywhere else in the Mall in favour of any party/third party/ bank/ lender/ financial institution;
 - (y) that the Lessee may mortgage and/or create any charge, lien and/or security interest only on the fixtures and fittings owned by the Lessee in the Demised Premises in favour of any third party/ bank/ lender/ financial institution and the Lessee shall intimate the Lessor of the same in writing;
 - (z) Lessee shall be solely responsible for ensuring the security and safety of the Demised Premises and shall be solely responsible for the safety, security and insurance of people who enter the Demised Premises; and
 - (aa) comply with such other reasonable conditions, as the Lessor may, from time to time, establish with respect to the Mall and inform the

Lessee in writing of the same.

12. REPRESENTATIONS AND WARRANTIES

12.1 Lessor's Representations and Warranties

The Lessor makes the following representations and warranties as of the Lease Date:

- (a) The Lessor is an entity duly registered, organized and validly existing in accordance with the laws of Tanzania, has full power and authority to enter into this Lease Agreement and the execution of this Lease Agreement by the Lessor is not prohibited by the Lessor's constituent documents nor will its execution contravene provisions of any Applicable Laws or agreement or document to which the Lessor is a party.
- (b) There are no actions, suits, proceedings, or investigations pending or threatened against the Lessor at law or in equity before any court or before any other judicial, quasi-judicial or other authority, which may disrupt or interfere with the Lessee's use and enjoyment of the Demised Premises or prohibit the Lessor from performing its obligations under this Lease Agreement. The Lessor has no knowledge of any violation or default with respect to any other writ, judgment or any decree of any court or any legally binding order, including that of attachment, of any Governmental Authority, which may disrupt or interfere with the Lessee's use and enjoyment of the Demised Premises or prohibit the Lessor from performing its obligations under this Lease Agreement.
- (c) The development and construction of the Demised Premises and the Mall will be in compliance with all Applicable Laws.
- (d) As of the date of this Lease Agreement, there is no order or notice of acquisition/ requisition in relation to the Land under the Land Act 1999.

12.2 Lessee's Representations and Warranties

The Lessee makes the following representations and warranties as of the Lease Date:

- (a) The Lessee is an entity duly organized and validly existing in accordance with the laws of Tanzania, has full power and authority to enter into this Lease Agreement and the execution of this Lease Agreement by the Lessee is not prohibited by the Lessee's constituent documents nor will its execution contravene provisions of any Applicable Laws or agreement or document to which the Lessee is a party.

- (b) There are no actions, suits, proceedings, or investigations pending or threatened against the Lessee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, which may disrupt or interfere with the Lessee's use and enjoyment of the Demised Premises or prohibit the Lessee from performing its obligations under this Lease Agreement. The Lessee has no knowledge of any violation or default with respect to any other writ, judgment or any decree of any court or any legally binding order, including that of attachment, of any Governmental Authority, which may disrupt or interfere with the Lessee's use and enjoyment of the Demised Premises or prohibit the Lessee from performing its obligations under this Lease Agreement.
- (c) The Lessee has all the necessary approvals and permissions for its operations in Tanzania and in Arusha
- (d) The Lessee is validly existing and no receiver, receiver manager or administrative receiver has been appointed or to the best of the knowledge of the Lessee is likely to be appointed in respect of any part of the undertaking or property of the Lessee and that no resolution has been passed or proposed to be passed and that no petition has been presented for the winding-up of the Lessee or for the making of any administration order.
- (e) All the corporate approvals required for the execution of this Lease Agreement by the Lessee have been obtained.
- (f) There is no impediment to the rights and ability of the Lessee to perform Lessee's works; to occupy and use the Demised Premises for permitted Use; and to perform each of its obligations under this Lease Agreement.
- (g) The Lessee hereby represents and warrants that the Lessee shall open the Demised Premises for the general public for business on or before the Opening Date and shall keep the same opened during the entire Term of this Lease Agreement, in accordance with the provisions of this Lease Agreement.
- (h) The Lessee hereby represents and warrants that the Lessee shall pay all payments required to be made by the Lessee in terms of this Lease Agreement, including without limitation, the Rent, Other Charges and all penalties levied on the Lessee due to any delay in making any payments, without any delay, protest, demur or cavil.
- (i) The Lessee hereby represents and warrants that the Lessee shall bear all cost and expenses towards the execution and registration of this Lease Agreement including without limitation, stamp duty

- charges and registration charges, in accordance with Applicable Laws.
- (j) The Lessee hereby represents and warrants that the Lessee shall handover the vacant and peaceful possession of the Demised Premises to the Lessor on the expiry of the Term or on the early termination of this Lease Agreement, without any protest and in the same form and manner as handed over by the Lessor to the Lessee on the Possession Date, normal wear and tear excepted.
 - (k) The Lessee hereby represents and warrants that the Lessee has not dealt with any broker in connection with the consummation of this Lease Agreement, and in the event of any brokerage claims against the Lessor predicated upon prior dealings with the Lessee named herein, the Lessee agrees to defend the same and indemnify the Lessor against any such demands and claims.
- 12.3 The above representations and warranties shall continue to apply until the Terms of the Lease Agreement and if any Party's representations and warranties cease to be true and correct at any time during the Term of the Lease Agreement, such Party shall immediately notify the other Party of the representation(s) and warranty (ies) which have ceased to be true and correct and suggest corrective action in relation thereto.

13. INSURANCE

- 13.1 On or before the Possession Date, the Lessee shall furnish to the Lessor, with certificates of insurance from a reputable insurance company evidencing that the requirements set forth herein are in full force and effect and at least 30 (thirty) days prior to the Commencement Date, the Lessee shall deliver to the Lessor certified copies of policies, with loss payable clauses satisfactory to the Lessor.
- 13.2 The Lessee hereby agrees that the Lessee shall apply for and take, in accordance with the terms of this Lease Agreement, at least each of the insurance policies, as set forth in **ANNEXURE C**.
- 13.3 The Lessee shall, at its own cost and expense, obtain and keep in force, during the Term of the Lease, a policy of comprehensive general liability insurance with broad form endorsement, including personal injury liability, contractual liability, products and completed operations liability and liquor liability (if applicable), insuring the Lessor and the Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Demised

Premises.

14. TERMINATION AND EVENTS OF DEFAULT

- 14.1 Either Party shall have the right to forthwith terminate this Lease Agreement in the event:
- (a) when the other Party becomes insolvent or ceases to carry on its business or goes into liquidation or enters into a composition with its creditors; or
 - (b) If the Demised Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of the Lessee in the reasonable opinion of the Lessor, is made subject of land acquisition by a Governmental Authority, either Party shall, upon written notice to the other Party, be entitled to terminate this Lease Agreement, provided that such notice is given not later than 30 (thirty) days after the Lessee has been deprived of possession, due to such land acquisition proceedings as hereinbefore mentioned.
- 14.2 Termination by the Lessor - The Lessor shall have the right to terminate this Lease Agreement:
- (a) at any time upon happening of any of the Events of Default, as set forth in Article 14.4 of this Lease Agreement, by serving 10 (ten) day's prior written notice to the Lessee;
- 14.3 Termination by the Lessee - The Lessee shall have the right to terminate this Lease Agreement:
- (a) after expiry of the Lock-in Period by serving a 3 (three) months' advance written notice of its exercise of such option to terminate this Lease Agreement, time being of the essence; or
 - (b) before expiry of the Lock-in Period, by serving a prior written notice of 6 (six) months to the Lessor and paying the Lessor, the entire Rent and Fifty percent (50%) of service Charges already paid Provided that the Lock-in period shall not apply in the event the Mall is not fully occupied or the supermarket business is not satisfactory due to reasons beyond the Lessee's control. In such circumstances the Lessee may give a three months notice to the Lessor without compensation.
 - (c) If the Demised Premises is substantially damaged, due to an act of a party other than the Lessee, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Mall or through persons acting on behalf of the Lessee and it is impossible for the Lessee to continue to conduct its business from the Demised Premises, the Lessee shall have the right to terminate the

Lease Agreement upon serving a fifteen (15) days' advance notice to the Lessor in writing.

14.4 Event of Default- Any one of the following shall be deemed to be an **"Event of Default"**:

- (a) Failure on the part of the Lessee to make payment of Rent or Other Charges within 7 (seven) days after the Lessor has sent a notice to the Lessee of such default. However, if: (a) Lessor shall have sent to Lessee a notice of such default, even though the same shall have been cured and this Lease Agreement not terminated; and (b) during the same calendar year in which said notice of default has been sent by Lessor to Lessee, Lessee thereafter shall default in any monetary payment, the same shall be deemed to be an Event of Default upon Lessor giving Lessee written notice thereof, without the 7 (seven) day grace period set forth above.
- (b) Failure on the part of the Lessee to cure a non-monetary default within the minimum time period required to cure the default after the Lessor shall have sent a notice of such default to the Lessee. The maximum time period to cure non-monetary defaults shall be 30 (thirty) days.
- (c) The commencement of any of the following proceedings, with such proceeding not being dismissed within 30 (thirty) days after it has begun: (i) the estate hereby created being taken on execution or by other process under Applicable Laws; (ii) the Lessee being judicially declared bankrupt or insolvent according to Applicable Laws; (iii) assignment being made of the property of the Lessee for the benefit of its creditors; (iv) a receiver, guardian, conservator, liquidator in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the Lessee's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the Lessee (voluntary or involuntary) under provisions of Applicable Laws relating to bankruptcy or insolvency, existing now or hereafter enacted;
- (d) using the Demised Premises for any purpose other than the permitted Use; and
- (f) Non-compliance by the Lessee of any of the terms and conditions of this Lease Agreement, including without limitation, breach of Article 5, Article 11 and Article 15.

14.5 Defaults by the Lessor

The Lessor shall in no event be in default in the performance of any of the Lessor's obligations hereunder unless and until the Lessor

shall have failed to perform such obligations within 30 (thirty) days (or such additional time as is reasonably required to correct any such default) after notice by the Lessee to the Lessor properly specifying wherein the Lessor has failed to perform any such obligations. Further, if the holder of a mortgage which includes the Demised Premises notifies the Lessee that such holder has taken over the Lessor's rights under this Lease, the Lessee shall not assert any right to deduct the cost of repairs or any monetary claim against the Lessor from Rent thereafter due and payable, but shall look solely to the Lessor for satisfaction of such claim.

- 14.6 Remedies - By accepting payment of any Rent or Other Charges owed hereunder by the Lessee after its due date, the Lessor shall not be deemed to have waived any of its rights against the Lessee, either to require prompt payment of such Rent/ Other Charges when due or to declare an Event of Default for failure to make such prompt payment(s).

15. INDEMNIFICATION

- 15.1 The Lessee hereby agrees to indemnify and hold harmless the Lessor, its agents, employees, officers, directors, partners and shareholders indemnified, from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of (i) the use, occupancy, conduct, operation, or management of the Demised Premises by, or the willful misconduct or negligence of the Lessee, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Mall from and after the Lease Date, or (ii) arising from any breach or default under this Lease Agreement by the Lessee, or (iii) arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any Person or property, occurring in or about the Mall or the Demised Premises. For purposes hereof, the Demised Premises shall include the service areas adjoining the same, the Common Areas, the parking areas, the loading platform area allocated to the Lessee and any sidewalk adjacent to the Demised Premises.
- 15.2 The Lessee agrees to use and occupy the Demised Premises and to use such other portions of the Mall as it is herein given the right to use at its own risk and peril; and that the Lessor shall have no responsibility or liability for any loss or damage caused to the Lessee or the Demised Premises or any and all fixtures and fittings in the

Demised Premises or the personal property of the Lessee or its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Mall or those claiming by, through or under the Lessee.

16. MISCELLANEOUS

16.1 Confidentiality –

- (a) Each Party undertakes to the other Party to keep confidential:
 - (i) all information (written or oral) that it shall have obtained or received as a result of the discussions leading up to or the entering into or implementation of this Lease Agreement;
 - (ii) the terms of this Lease Agreement; and
 - (iii) any information (written or oral) that it shall have obtained or received pursuant to the terms of this Lease Agreement or otherwise, except that both Parties may inform advisors, lawyers, accountants, architects, engineers, contractors and employees with a need to know, as each Party deems necessary.
- (b) Each Party may, however, disclose such confidential information as described above to the extent that such confidential information:
 - (i) was already in the possession of such Party prior to disclosure thereof by the other Party;
 - (ii) was in the public domain prior to its delivery to such Party or after such delivery becomes part of the public domain without breach of any confidentiality obligations by the receiving Party under this Lease Agreement;
 - (iii) was obtained from a third party with no known duty to maintain its confidentiality;
 - (iv) is required to be disclosed by Applicable Law or judicial or administrative or arbitral process or by any Governmental Authority, provided that for any such disclosure, the disclosing Party shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other Party to seek a protective order or other appropriate remedy at such other Party's sole costs;
 - (v) was developed independently and such Party can prove that it was developed independently; and
 - (vi) lawfully becomes available without any limitation as to its

- disclosure.
- (c) The Parties agree that upon termination of this Lease Agreement or upon the expiry of the Term, the receiving Party shall promptly deliver to the disclosing Party confidential information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the receiving Party or its affiliates or directors, officers, employees or advisors, based on such confidential information and promptly certify such destruction.
 - (d) Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Article 18.1 by its employees, authorised representatives, vendors, agents, contractors and sub-contractors.
- 16.2 Provisions Binding, Etc.
Each term and each provision of this Lease Agreement to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to the successors and assigns of the Lessee is not intended to constitute consent to assignment by the Lessee, but has reference only to those instances in which the Lessor may give written consent to a particular assignment.
- 16.3 Paragraph Headings-
The paragraph headings throughout this Lease Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease Agreement.
- 16.4 Force Majeure -
- (a) If the Lessor shall be delayed in the performance of its initial construction, maintenance, repair or any other obligation under this Lease Agreement by reason of a Force Majeure Event, then the performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In no event shall the Lessor be liable to the Lessee for damages of any kind, including, but not limited to consequential damages.
 - (b) If the Lessee shall be delayed during the period commencing from the date of the Possession Notice and terminating on or before the Opening Date, in the performance of Lessee's work under this Lease Agreement by reason of a Force Majeure Event, then the

performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In no event shall the Lessee be liable to the Lessor for damages of any kind, including, but not limited to consequential damages.

- 16.5 Approvals - The Lessor agrees that any approvals which are to be provided by the Lessor to the Lessee shall not be unreasonably withheld by the Lessor and provided within a reasonable period of time.
- 16.6 Relationship -
- (a) no provision of this Lease Agreement shall be deemed to constitute a partnership or joint venture between the Parties;
 - (b) no provision of this Lease Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party;
 - (c) each Party shall be responsible for the payment of all salaries, employment benefits, etc. with respect to all Persons engaged by it for the performance of any obligations under this Lease Agreement and such Person shall not be entitled to any salary benefit or any other claim whatsoever from or against the other Party. Each Party shall indemnify the other against any such claims made by any such Person to or against the other Party.
- 16.7 Governing Law and Dispute Resolution
- (a) The validity, construction and performance of this Lease Agreement shall be governed and interpreted in accordance with the laws of Tanzania.
 - (b) All disputes arising out of this agreement shall be referred to Arbitration and the Arbitration Act Cap. 15 shall apply.
- 16.8 Notices - Whenever by the terms of this Lease Agreement notice, demand, or other communications shall or may be given either to the Lessor or to the Lessee, the same shall be in writing and shall be sent by registered post or certified mail; postage prepaid, or shall be delivered by private express carrier to the below-mentioned address:
If to the Lessor: Aim Mall,
 Aim Steel Ltd
 P.O. Box: 530,
 Arusha, Tanzania

If to the Lessee:

1001 Organic Limited,
Zahra Towers, Indira Gandhi/Zanaki
Street,
P.O. Box 4509, Dar es Salaam

or to such other address or addresses as may from
time to time be hereafter designated for the
purposes of this Article.

- 16.9 Severability- Any provision of this Lease Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Lease Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Lease Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Lease Agreement.
- 16.10 Waiver- The failure of either Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Lease Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Lease Agreement or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each Party hereto. No payment by the Lessee or acceptance by the Lessor, of an amount lesser than the amount due and payable by the Lessee to the Lessor shall be treated otherwise than as a payment on account. The acceptance by the Lessor of a payment for an amount lesser than the amount due and payable with an endorsement or statement thereon, or upon any letter accompanying such payment, that such lesser amount is payment in full, shall be given no effect, and the Lessor may accept such payment without prejudice to any other rights or remedies which the Lessor may have against the Lessee.
- 16.11 Counterparts- This Lease Agreement may be executed in any

number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

16.12 Amendments- This Lease Agreement may not be modified, amended or supplemented except by an agreement in writing signed by both the Parties hereto.

16.13 Third Parties- Except as expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the Parties hereto and their successors or permitted assigns, any rights, benefits or remedies of any kind whatsoever under or by reason of this Lease Agreement.

16.14 Survival - The provisions of Article 1 (Definition and Interpretation), Article 5 (Rent, Security Deposit and Other Charges), Article 10 (Lessee's Obligations), Article 11 (Lessee's Covenants), Article 12.2 (Lessee's representation and Warranties), Article 13 (Insurance), Article 16 (Indemnification), Article 17 (Mortgage and Rights of Mortgagee), Article 18.1 (Confidentiality), Article 18.8 (Governing Law and Dispute Resolution), Article 18.9 (Notice) and this Article 18.15 shall survive the termination or expiry of this Lease Agreement.

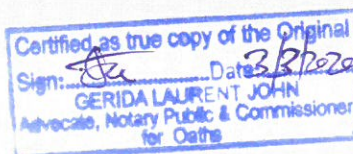
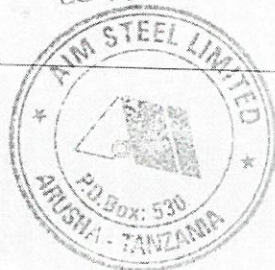
16.15 Costs-

- (a) Save as expressly otherwise provided in this Lease Agreement, each of the Parties hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and finalization of this Lease Agreement. All stamp duty, registration charges and other cost and expenses incurred in relation to the Lease Agreement shall be solely borne by the Lessee.
- (b) Unless prohibited by Applicable Laws, the Lessee agrees to pay to the Lessor, the amount of all legal fees and expenses incurred by the Lessor arising out of or resulting from any act or omission by the Lessee with respect to this Lease Agreement or the Demised Premises, including without limitation, any breach by the Lessee of its obligations hereunder. Further, if the Lessee shall request Lessor's consent or joinder in any instrument pertaining to this Lease Agreement, the Lessee agrees promptly reimburse the Lessor for the legal fees incurred by the Lessor in processing such request, whether or not the Lessor complies therewith; and if the Lessee fails to reimburse the Lessor, same shall be deemed to be a default in Lessee's monetary obligations under this Lease Agreement.
- (c) Whenever the Lessee shall request approval by the Lessor or Lessor's architect of plans, drawings, specifications, or otherwise with

- (b) Unless prohibited by Applicable Laws, the Lessee agrees to pay to the Lessor, the amount of all legal fees and expenses incurred by the Lessor arising out of or resulting from any act or omission by the Lessee with respect to this Lease Agreement or the Demised Premises, including without limitation, any breach by the Lessee of its obligations hereunder. Further, if the Lessee shall request Lessor's consent or joinder in any instrument pertaining to this Lease Agreement, the Lessee agrees promptly reimburse the Lessor for the legal fees incurred by the Lessor in processing such request, whether or not the Lessor complies therewith; and if the Lessee fails to reimburse the Lessor, same shall be deemed to be a default in Lessee's monetary obligations under this Lease Agreement.
- (c) Whenever the Lessee shall request approval by the Lessor or Lessor's architect of plans, drawings, specifications, or otherwise with respect to initial alteration of the Demised Premises, subsequent remodeling thereof, installation of signs including subsequent changes thereof, or the like, the Lessee specifically agrees promptly to pay to the Lessor or the Lessor's architect for all charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given.
- 16.16 Public Announcements- The Lessor and the Lessee shall not make any declarations, announcements or disclosures to the public with respect to this Lease Agreement or the relationship between the Parties without first obtaining the written consent of the other Party.
- 16.17 Entire Understanding- This Lease Agreement, together with the Annexures attached hereto, contain and embody the entire understanding of the Parties hereto with respect to the subject matter hereof, and no prior representations, inducements or agreements, oral or otherwise, between the Parties, which are not contained in this Lease Agreement and its Annexures (if any), shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

For and on behalf of AIM STEEL LTD (LESSOR) <i>P. Patel</i>	For and on behalf of 1001 Organic Limited (LESSEE)
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P. P



Privileged & Confidential



WITNESSES:

TIN: 133-683-747

1.

SIDUIT \$ 187.2

WHT \$ 1873/12 = 624 (Month of feb - May 19)

2.

Service Charge \$ 144/12 = 48 (Month of feb - May 19)

TOTAL \$ 2203.2 859.2 ✓

Exchange rate 2299.
27/5/2019

Certified as true copy of the Original
Sign: *[Signature]* Date: 27/5/2019
GERIDA LAURENT JOHN
Advocate, Notary Public & Commissioner
for Oaths

P.P. JP

ANNEXURE - A

DESCRIPTION OF DEMISED PREMISES

Carpet Area:

All that space admeasuring 120 sq.m of Area bearing shop no. G-2 and G3, on the Ground Floor.

[EXTRA ATTACHEMENT OF FLOOR PLANS – 2 PAGES]