

**TRIPARTITE LEASE AGREEMENT**

LANDLORD: TANZANIA COTTON BOARD (TCB)

AND

PROPERTY MANAGER: DELMINI INVESTMENT LIMITED

AND

TENANT: RBST INTERNATIONAL AGRIBUSINESS LIMITED

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LEASE AGREEMENT IN RESPECT OF A WAREHOUSE NOS. B 11 ON PLOT NO.  
19 KURASINI AREA, DAR ES SALAAM, TANZANIA

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Drawn by:

DELMINI INVESTMENT LIMITED  
RITA TOWER, 11<sup>TH</sup> FLOOR,  
SIMU STREET/MAKUNGANYA ROAD,  
P.O.Box 10654,  
DAR ES SALAAM,  
TANZANIA.



**THIS TRIPARTITE LEASE AND  
MANAGEMENT AGREEMENT IS MADE ON**

THE 10<sup>th</sup> DAY OF February, 2020

**PARTIES TO THE AGREEMENT: -**

*BETWEEN:*

**TANZANIA COTTON BOARD (TCB)** of P.O. Box 61 Mwanza,  
(here-in after called "the Landlord" which expression shall where the context so admits  
include its successors and assigns of the one part);

*AND;*

**DELMINI INVESTMENT LIMITED** of P.O. Box 10564, Dar es Salaam, (here-in after  
called "the Property Manager" which expression shall where the context so admits  
include its successors and assigns) of the other part;

*AND;*

**RBST INTERNATIONAL AGRIBUSINESS LIMITED** of P.O. Box 1217, Mtwara,  
(hereinafter called "The Tenant" which expression shall, where the context so admits,  
include his/her/its successors and assigns in title).

**INTERPRETATION:**

In this Agreement the following expressions shall, where the context so admits, be  
deemed to have the following meanings:

**"Landlord"** means the Lessor

**"Tenant"** means the Lessee

**"Property"** means; **TCB WHAREHOUSES – KURASINI AREA** on Plots Number 19  
comprising of Warehouses and parking areas ("The property") and includes any part or

parts of the Property registered in the name of the Landlord including any individual property, any part or parts of the Property.

**"Property Managers"** means a Managing agent for the Property.

**"Management"** means the business of the Property Manager in managing the property, leasing out the property to the interested tenants, collection of rent, replacing existing lease agreements with new ones, revising rents payable from time to time after consultation with the Landlord and such other related activities:

### RECITALS: -

#### WHEREAS:

The Landlord is a registered owner of the Property known; **TCB WAREHOUSES – SITUATED AT KURASINI AREA – DAR ES SALAAM.**

#### WHEREAS:

The Property Manager has presented itself as having specialized knowledge and experience and experts and other personnel qualified and capable of carrying out the letting and management of the Property.

#### WHEREAS:

The Landlord has appointed the Property Manager to manage on its behalf the Property and manage the existing leases and issue new leases to the old and new tenants in the manner set out in this agreement.

#### WHEREAS:

The Property Manager has agreed to undertake such management and the parties have agreed to record the terms and conditions as set out in this agreement.

#### WHEREAS:

The Tenant has agreed to negotiate and renew his/her/its existing lease Agreement/enter into a new lease agreement with the Property Manager on terms and conditions stated herein by signing herein and becoming part and parcel of this tripartite lease and management agreement.

**NOW IT IS AGREED AS FOLLOWS; -**

**APPOINTMENT:**

1. The Landlord has appointed the Property Manager to manage the property and all activities in connection therewith as are necessary in and usual to similar establishments.
2. The Property Manager shall, during continuance and existence of this lease and management agreement, determine the policy to be followed in connection with the management of the property after consultation with the Landlord and shall have ultimate control and discretion of management of the Property throughout the term of this Agreement.
3. It is understood and agreed that nothing herein contained shall constitute or be construed to create a partnership or joint venture between the Landlord and the Property Manager and its successors or assigns.
4. The Landlord agrees not to appoint any other Property Manager or otherwise derogate from this Agreement during the continuance of this Agreement.

**PROPERTY MANAGER'S OBLIGATIONS:**

The Property Manager covenants with the Landlord throughout the term, to do the following:

1. To manage the property and supervise and direct the business and affairs associated or related to the daily operation thereof, and do all such things on behalf of the Landlord which are reasonably required for in any way concerned with or necessary for the sound and efficient management of the Property other than to borrow money in the name of the Landlord or pledge any assets of the Landlord or spend money above the limit as shall be authorized by the Landlord from time to time with the prior consent of the Landlord.
2. To maintain an event diary and a Property register containing details of each lease or tenancy within the Property or equivalent computer records.
3. To carry out, with the written approval of the Landlord promotion and advertising of the Property.

4. Not at any time during or after the term divulge or allow to be divulged to any person any of the Management information other than to person approved in writing by the Landlord.
5. To demand, collect and receive rent, service charges and other payments at any time due to the Landlord from any tenant or other person in respect of any Warehouse or of the Property and credit the said payment within 24 hours to the collection account to be described by the Landlord.
6. To prepare and submit documentation for legal action to be used by the Landlord's Advocates on behalf of the Landlord to recover any sums due or for the possession of the property and to enter and to act on the Landlord's behalf and in its name to represent the Landlords in any proceedings or at any hearing of any court, rent tribunal, rent assessment panel or other court or tribunal in every case at the Landlord's expense, provided the same had prior approval by the Landlord.
7. To supervise the work of service providers like security companies, cleaning companies, garbage collection companies and any related companies who enter into agreement with the Landlord and ensure that they work in accordance with the terms of agreement.
8. The Property Manager shall be fully responsible for employment and remuneration of their office administrative staff such as secretaries, cashiers, messengers and supporting staffs.

#### **TENANT'S OBLIGATIONS:**

The Tenant covenants with the Landlord and the Property Manager throughout the term, to do the following:

1. To pay rent and other charges against the invoice to be provided by the Property Managers on the approval of the Landlord.
2. To pay for any duties or charges on demand by the Property Manager together with the value added tax thereon arising out of its use of electric current and other charges including service charges, in respect of; The premises and;
3. Should the Tenant fail to pay for the charges supplied to its premises within Fifteen (15) days of Written demand, then, without prejudice to any other right it may

have, the Property Manager shall be entitled to suspend the supply of such services to the Tenant's premises and the tenant shall have no other remedy other than to pay for the services.

### LEASE PERIOD, DEMISE PREMISES, RENT & SERVICE CHARGE

- a) **IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee all that area **Measuring 1,312 square meters on Plot No 19 for Warehouse number B11** hereinafter referred to as "the demised premises" in the building situate at Kurasini Area for a term of **(3) THREE YEARS** (hereinafter "the Term") commencing from the **15<sup>th</sup> day of March, 2020** and expiring on **14<sup>th</sup> day of March, 2023** and nevertheless to the provisions for review, termination and renewal hereinafter contained, yielding and paying therefore during the Term hereby reserved;
- b) The rent rate for a term of this Lease Agreement Lease Agreement shall be; **United States Dollars Four Only (US\$ 4.0) per square meters per month for total 1,312 square meters (m<sup>2</sup>) exclusive of VAT** which shall be **payable in instalment of six months in each calendar year commencing from 15<sup>th</sup> March 2020.**
- c) The Leased premises shall be for Warehouses use only, the demised premises shall be for use and occupation as a Storage of goods which is environmental friendly and non-hazardous and the tenant shall be allowed to use the leased premises with all sisters' companies.
- d) The LESSOR or his servants and agents will at all reasonable times have the right to enter upon the Demised Premises for carrying out any work of repairs, additions or alterations to the Demised Premises or to the connections for the amenities aforesaid by previous notice thereof to the LESSEE and the LESSEE shall not object to the same.

### **EVENTS OF FORCE MAJEURE**

- a) No party shall be considered in default on its obligation herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, coup, civil commotion, terrorism, Labour conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquakes, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof or because of any other reason beyond the reasonable control

of the party affected, PROVIDED that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is given within the shortest possible time.

- b) As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both the parties hereto be prevented from fulfilling its obligation by a state of force majeure lasting for more than 3 (three) months, the parties shall consult with each other and determine on the future performance of this **Lease Agreement**. None of the parties have the right to claim any damage from the other party because of the occurrence of force majeure.

### **TO LET" NOTICES**

- a) The PROPERTY MANAGER may affix to and exhibit near the premises "TO LET" notice or notices during the period of 3 months immediately preceding the termination or expiry of this Lease and Management Agreement and during that period the TENANT shall permit incoming occupiers of the premises to exhibit near the premises any notices that may be required in connection with any application for any license to carry on business in the premises.
- b) The TENANT shall at all reasonable times during the period of this Agreement permit any prospective tenants or purchasers of the property, of which the premises form a part, or of the share capital of the LANDLORD, to view the interior of the premises.

### **RENEWAL OF LEASE:**

- a) The LANDLORD/ PROPERTY MANAGER shall at the written request of the TENANT made three calendar months before the expiration of the term hereby created renew the contract hereof.
- b) The rent shall remain under mutual consent between the parties where after the consent shall prevail as per section "b" of page six of this Lease Agreement whereby the written renewal request hereof is regarded accepted upon received.

### **TERMINATION OF THE LEASE AND NOTICE OF TERMINATION:**

This lease shall be terminated only upon the occurrence of either of the following events:

- a) Bankruptcy of either party.
- b) Breach of the major terms of this Agreement by either party; or
- c) Destruction of the premises by either party.
- d) Should either party wish to terminate this Lease Agreement for reasons other than those stated hereinabove, the party desiring to terminate the Lease must give the notice to the other of their intention to terminate the Lease three (3) months in advance of the date of termination by way of "Notice of Termination of the Lease Agreement" in writing to the other party on in lieu of the notice shall have the option to pay for (3) months` rent and any rent paid above the notice period shall be entitled for refund.

### ARBITRATION

- i. If any dispute, difference or question shall arise between the **LANDLORD, PROPERTY MANAGER** and the **TENANT** touching on any clause at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction of this lease or concerning anything herein contained or arising out of this lease or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be settled by arbitration in accordance with and subject to the provisions of the Arbitration Act [Cap. 15] of the laws of Tanzania.
- ii. The number of arbitrators shall be three, one appointed by each of the Parties hereto and a third arbitrator (who shall act as chairman) to be appointed by the two arbitrators appointed by the Parties. If any Party fails to appoint an arbitrator or the arbitrators appointed by the Parties cannot agree on the third arbitrator, the arbitrator for the non-appointing party or as the case may be, the third arbitrator shall be appointed by the chairman for the time being, of the Tanzania Institute of the Arbitrators. Any arbitral award issued shall be subject to review or revision by the High Court and Appeal to the High Court if any part desires to seek relief to the higher Court.

### GOVERNING LAW:

This Lease shall be governed by and construed in accordance with the laws of Tanzania

**NOTICE:**

All communications in respect to this Lease Agreement shall be communicated via the Property Manager with address hereunder;  
**DELMINI INVESTMENT LIMITED,  
RITA TOWER, 11<sup>TH</sup> FLOOR,  
SIMU/MAKUNGANYA STREET,  
P.O. Box 10564,  
DAR ES SALAAM,  
TANZANIA.**

**ATESTATION**

In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

**THE LANDLORD:**

**SEALED** with the **COMMON SEAL**

Of the said **TANZANIA COTTON BOARD**

In our Presence this 10<sup>th</sup> day of February, 2020

**TANZANIA COTTON BOARD**  
P.O. Box 9161  
DAR-ES-SALAAM  
SEAL

Names: Marco C. Mtunga

Signature: [Signature]

Postal Address: P.O. Box 61

Mwanza

Designation Director General

Names: Elizabeth A. Msuya

Signature: [Signature]

Postal Address: P.O. Box 61

Mwanza

Designation Principal legal officer

**THE TENANT:**

**SEALED** with the **COMMON SEAL**

Of the said **RBST INTERNATIONAL AGRIBUSINESS LTD**

In our Presence this 10<sup>th</sup> day of March, 2020

**SEAL**

**Names:**

CIRBYSON M. MSANGI

**Signature:**

*[Signature]*

**Postal Address:**

1217

MTWARA

**Designation**

OPERATION MANAGER



**Names:**

Gratian B. Mali

**Signature:**

*[Signature]*

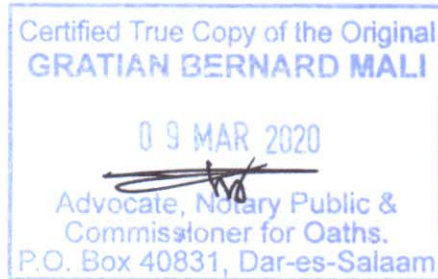
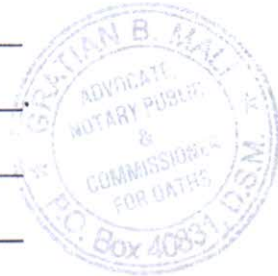
**Postal Address:**

Box 40831

DSM

**Designation**

Advocate



*[Handwritten mark]*

**THE PROPERTY MANAGER:**

**SEALED** with the **COMMON SEAL**

Of the said **DELMINI INVESTMENT LIMITED**

In our Presence this 10<sup>th</sup> day of March, 2020



Names:

ELVA NGUJI

Signature:

[Handwritten Signature]

Postal Address:

Box 10564  
Dsm

Designation

C.F.O

Names:

GODFREY MAPHINDA

Signature:

[Handwritten Signature]

Postal Address:

Box 10564  
Dsm

Designation

DIRECTOR

[Handwritten Signature]