



LAND FORM NO. 55

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999

(NO: 4 OF 1999)

CONTRACT OF LEASE

(UNDER SECTION 64)

LEASE FOR FACTORY PREMISES AT 163 MBOZI ROAD, CHANGOMBE,
PLOT NO. 163, P O BOX: 16, DAR ES SALAAM, TANZANIA

THIS LEASE is made on the 15th day of August 2019,

BETWEEN TEXTILE MANUFACTURERS OF TANZANIA LIMITED (hereinafter called the **Lessor**), which expression shall where the context so admits, include its successors and assigns of the other party,

AND


NUTRIGROUP TANZANIA LIMITED of P.O. BOX 80512, 11th Floor, Golden Jubilee Towers, Ohio Street, Dar es Salaam, Tanzania (the "**Lessee**"), which expression shall, where the context so admits, include its successors and assigns of the other party.

THIS LEASE AGREEMENT WITNESSETH as follows:

- A. In consideration of the rent and the mutual covenants hereinafter reserved, the Lessor hereby leases to the Lessee the area comprised in one factory premise on Plot 163, Mbozi Road, Changombe, Dar Es Salaam (hereinafter called "the Premises") for a term of five (5) years from 15 August 2019 (the "Lease Commencement Date") to 14 August 2024 ("Lease Term") at the rent of United States Dollars Ten Thousand Dollars (US\$10,000) per month (the "Rent") exclusive of Value Added Tax. Rent is payable quarterly in advance. The Rent is subject to a three (3) month moratorium period from the Lease Commencement Date.

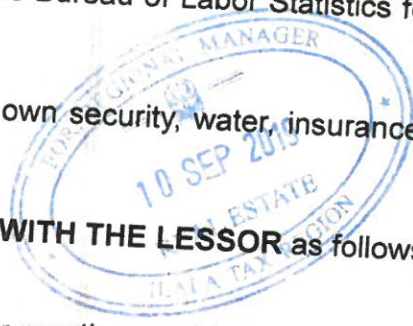
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of the original


03rd April 2020




- B. The Rent shall be charged monthly throughout any Lease Term, including Lease Terms occurring as a result of the exercise of any Renewal Option. On each anniversary of the Lease Commencement Date, including anniversary dates occurring during any Renewal Option, the Lease Rate may be adjusted annually by a rate equivalent to not more than 1.0% plus an annual inflation adjustment based on the United States Consumer Price Index as published by the United States Bureau of Labor Statistics for the preceding 12-month period.
- C. The Lessee will be responsible for its own security, water, insurance and cleaning of the Premises.



1. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:

- 1.1 To pay the rent of US\$10,000 per month, payable three (3) months in advance exclusive of Value Added Tax. If the rent or any installment is in arrears of more than thirty (30) days of being formally demanded in writing by the Lessor, interest will be paid at a rate of six (6%) percent per annum. Rent payment shall be made into the account specified by the Lessor and communicated to the Lessee in writing. Stamp duty shall be borne by the Lessee.
- 1.2 To use the Premises as a feed mill (including any office, warehouse or other spaces related in support of the operations of such feed mill), as of the Lease Commencement Date, unless otherwise approved in writing by the Lessor.
- 1.3 Not to assign or sub-lease or part with the possession of the Premises or any part thereof, unless approved in writing by the Lessor.
- 1.4 To maintain the interior of the Premises including any air conditioners, fans, lightings and fittings, fair wear and tear excepted, and to pay to the Landlord the cost to replace and fix any part of the interior of the Premises damaged by misuse by the Lessee or the Lessee's visitors.
- 1.5 Not to make any structural alternation or additions to the Premises

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without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

- 1.6 Not to make or permit to be made any alternations or improvements in or addition to the structure of the Premises nor to commit or permit any destruction in or upon the Premises nor to alter any structural parts, fixtures, fittings or installations thereof in the Premises, without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- 1.7 To permit the Lessor or its employees, authorized agents or representatives at reasonable times, with or without workmen, to enter upon the Premises to view the state and condition thereof and to carry out repairs and other work in accordance with the Lessor's covenants hereinafter contained.
- 1.8 To provide the Lessor in writing notice of any structural defects, decays or wants of structural reparation found up in the Premises.
- 1.9 To keep the Premises and its surroundings neat and clean until delivery of possession of the Premises to the Lessor.
- 1.10 Not to create or permit any willful noise or disturbances in the Premises or use of the Premises in a way that would create nuisance, annoyance, disturbance, injury or damage to the Lessor, the public, neighbours or adjoining Lessees.
- 1.11 To repair damages caused to the Premises and /or the Lessor's facilities for common use outside the Premises occasioned through the fault, neglect or misuse by the Lessee, its employees or the occupants under the Lessee's responsibility, fair wear and tear excepted.
- 1.12 Not to remove the fixtures and fittings as specified in the Appendix I (Inventory and Schedule of Condition) or substitute fixtures and fittings at the Premises, unless approved in writing by the Landlord.
- 1.13 To pay the Lessor's reasonable costs of reletting the Premises, including the Lessor's agent's commission and any loss of rent or other monies that may be incurred by the Lessor, should Lessee

unlawfully terminate this Agreement.

- 1.14 In the event that the Lessee decides to give the Lessor notice of Lessee's intention to terminate the Lease, the Lessor has the right to enter the Premises to show prospective tenants upon given the Lessee 48 hours' notice via email and telephone.
- 1.15 Not to do or suffer to be done anything on the Premises that might render any increase or extra premium payable on the insurance of the building against fire or which may make void or voidable any policy or such insurance held by the Lessor and not to store any petrol or inflammable and hazardous materials on the Premises in excess of the amount if any set in any such policy and in the event of any breach of this covenant by the Lessee causes loss to the Landlord, to repair, reinstate or pay to the Lessor by way of compensation any amount representing the loss or to reimburse the Lessor all sums paid out by the Lessor by way of increased or extra premium.
- 1.16 Not to affix, erect, exhibit or permit to be upon any part of the exterior of the Premises any placard, sign or advertisement without the written consent of the Lessor..
- 1.17 To be responsible, at its expense, for fire / theft and extended coverage insurance on all of its personal property and belongings on the Premises, including any vehicle parked on the premises.
- 1.18 Not to keep animals, pets or birds on the Premises.
- 1.19 To keep in the Premises proper and adequate receptacles for collection of refuse and to ensure that the receptacles are properly and regularly emptied.
- 1.20 To yield up the Premises at the expiration or termination of the Lease, fixtures, fittings and installations in good tenantable condition, reasonable wear and tear excepted. Provided that the Lessee shall pay a sum equivalent to any loss of rent incurred by the Lessor during such periods at the expiration or the termination of the Lease as may be required to carry out of works in the event of any breach of covenant by the Lessee in respect of maintenance and repairs herein

contained. To give up all the keys of the Premises to the Lessor and remove all signs erected by the Lessee and make good any damage caused by such removal.

1.21 To be responsible for and indemnify the Lessor against damages to the Premises or any part of the building or the common facilities provided by the Lessor to the Lessees or any adjacent or neighboring premises or to any person within the building caused by fault or default or neglect of the Lessee or the employees, licensees or invitees of the Lessee.

1.22 To observe all reasonable rules and regulations formulated by the management of Textile Manufacturers of Tanzania Limited.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

2.1 That the Lessee paying the rent hereby reserved and performing all covenants and stipulations herein on its part shall hold and enjoy quiet and peaceful possession of the Premises during the term hereby created without any unlawful interruption or disturbance from or by the Lessor or any person rightfully claiming under or in trust for the Lessor.

2.2 To pay and discharge all land rent, property tax, assessment impositions and outgoings payable by the Lessor.

2.3 To keep the Premises and other parts of the building insured.

2.4 To submit to the relevant authorities whenever required the Certificate of Title and/or the Right of Occupancy in respect of the Premises to facilitate registration of this Lease.

2.5 To provide 48 hours' notice via telephone and email to the Lessee prior to entering the Premises any point during the term.

2.6 To allow non-structural alterations to be made by the Lessee without the Lessor's consent subject to there being no material impact on the performance of the building.

2.7 To pay consideration towards any improvements to the Premises

and continuing breach by the other party of any covenant or other term of this Lease Agreement. In the event that the Lease Agreement is terminated due to a breach by the Lessor, the Lessor shall refund to the Lessee within 30 days the balance of any rent or other cost paid in advance by the Lessee to the Lessor.

- 3.7 This Lease shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.
- 3.8 This Lease may, at the end of the Term, be renewed for a further two periods of five (5) years each from the date on which it is due to terminate ("Renewal Option"), subject to the Lessee giving three (3) months' prior written notice to the Lessor of Lessee's desire to renew and the Parties agreeing on the rent to be paid for this extension which shall be no greater than the market rent.
- 3.9 This Lease Agreement embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease Agreement.
- 3.10 Time shall be of the essence in this Lease Agreement both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Lease Agreement or by agreement in writing by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed these presents on the days and in the manner hereinafter appearing: -

Sealed with the Common Seal of



TEXTILE MANUFACTURERS OF TANZANIA LIMITED

and delivered in the presence of us this 15th August 2019



SIGNATURE _____

NAME Antony HASSI

POSTAL ADDRESS P.O Box 16

QUALIFICATION MD

*Exch. rate Tshs 2,300/-
S/duty = USD 1,200/-
WHT = USD 3,000
Total = USD 4,200/-
10/9/19
+ copy 3000*

Sealed with the Common Seal of

NUTRIGROUP TANZANIA LIMITED

and delivered in the presence of us this 15 August 2019



SIGNATURE _____

NAME GRIFFIN MURRAY

POSTAL ADDRESS P.O Box 80512

QUALIFICATION DIRECTOR

*S/duty = USD 1,200
WHT = USD 9,000
Total = USD 10,200
11/9/19*

I, certify this is a true copy of the original

[Handwritten signature]



+ copy 3000 Tshs