

LEASE AGREEMENT

BETWEEN

ROSTAN REAL PROPERTIES LIMITED

AND

AGRIBASE BIOSCIENCE INTERNATIONAL (T) LIMITED

IN RESPECT OF THE LEASING OF RESIDENTIAL HOUSE REGISTERED
UNDER CERTIFICATE OF TITLE NO. 12538-LR MOSHI, LAND OFFICE NO.
165143, PLOT NO. 192, BLOCK "KK", OLOIRIEN AREA, ARUSHA CITY.

DRAWN BY:

K & M (Advocates)
3RD FLOOR, TAC ASSOCIATES BUILDING,
PLOT NO. 114, MALIK STREET, UPANGA AREA,
P. O. BOX 71394, DAR ES SALAAM.

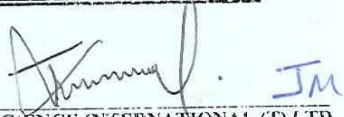
Telefax: +255 22 2133615
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Initials:


ROSTAN REAL PROPERTIES LTD

Initials:


AGRIBASE BIOSCIENCE INTERNATIONAL (T) LTD

This LEASE AGREEMENT is made this 1st day of February, 2021;

BETWEEN

ROSTAN REAL PROPERTIES LIMITED, a limited liability company duly incorporated under the Companies Act Cap. 212 R. E. 2002 of the laws of Tanzania and whose address for purposes hereof is of Post Office Box Number 2629, Dar es Salaam (hereinafter referred to as the "Lessor" which expression shall include and extend to persons deriving title under the Lessor, its successors and assigns) of the one part;

AND

AGRIBASE BIOSCIENCE INTERNATINAL (T) LIMITED, a limited liability company duly incorporated under the Companies Act Cap. 212 R. E. 2002 of the laws of Tanzania and whose address for purposes hereof is of Post Office Box Number 79958, ~~Dar es Salaam~~ ^{Arusha} (hereinafter referred to as the "Lessee" which expression shall include and extend to persons deriving title under the Lessee, its successors and assigns) of the other part.

PREAMBLE

WHEREAS the Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to Residential House registered under Certificate of Title No. 12538-LR Moshi, Land Office No. 165143, Plot No. 192, Block "KK", Oloirien Area, Arusha City, (hereinafter referred to as the Lease Premises.)

WHEREAS, the Lessor is desirous of letting to the Lessee and the Lessee is desirous of renting the said Lease Premises on the terms and conditions as hereinafter appearing.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS: -

ARTICLE 1

DEFINITIONS

Agreement means this Lease Agreement between the Lessor and the Lessee dated the 1st day of February, 2021;

Lease Period means the period from the 1st day of February, 2021 to the 31st day of January, 2024

Month means a calendar month;

Parties means the signatories to this Agreement;

Initials: SB [Signature]
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Initials: [Signature] JM
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- Person means any legal or natural person, partnership, trust, company, joint venture, government or any agency thereof local authority department or other body (whether corporate or unincorporated);
- Rent means the monthly rent of **USD. 500.00 (United States of America Dollars Four Hundred Only)** inclusive of Withholding Tax and net of all taxes and service charge payable in advance or other such rent as may be agreed by the parties;
- Tax shall be construed so as to include any tax, levy, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
- TShs. means the currency of the United Republic of Tanzania, and
- USD. means the currency of the United States of America.
- 1.1 References to the singular include when the context so admits, references to the plural and vice versa and reference to Clauses and Annexes are references to Clauses of and Annexes of this Agreement.
- 1.2 Words importing the masculine gender shall include the feminine gender and vice versa and words importing persons shall include companies.
- 1.3 the headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.4 If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provisions by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

ARTICLE 2

LEASE PREMISES AND PERIOD

- 2.1 The Lessor agrees to grant and the Lessee agrees to take on lease the said Lease Premises for a period of **3** year commencing from the 1st day of February, 2021 until the 31st day of January, **2024** Upon expiry of the lease period hereby created the Lessee shall have the option to renew the same for further period as

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shall be agreed upon by both parties and in accordance with the provisions of Article 6 herein.

ARTICLE 3

RENT PAYABLE

- 3.1 In consideration of the Lease stated hereinabove, the Lessee shall pay a monthly rent of **USD. 500.00 (United States of America Dollars Four Hundred Only)** inclusive of Withholding Tax and net of all taxes and service charge to be paid in advance commencing from the 1st day of February, 2021 without any deductions.
- 3.2 The rent shall be fixed and not be adjusted during the period of the lease term.

ARTICLE 4

THE LESSEE COVENANTS

- 4.0 The Lessee hereby covenants to the Lessor as follows:-
- 4.1 To pay the reserved rent aforestated in time;
- 4.2 To use the said Lease Premises solely and exclusively for ~~commercial~~ purposes only
- 4.3 To keep the said Lease Premises in good and tenantable repair, order and condition including all additions thereto, fixtures and fittings, doors, windows, locks, sanitary wares, water apparatus, electrical wiring and all equipment and furniture therein;
- 4.4 To maintain general utility services and promptly pay for all charges liable on telephones, electricity, water and sanitary services provided to the Lease Premises by the concerned authority to pre-empt disconnection of the same during the tenure of the Lease Period and upon expiration to provide documentary evidence for having settled all the above referred charges;
- 4.5 To observe and perform the Rules and Regulations and any reasonable modifications thereof or additions thereto made from time to time by the Lessor for proper conduct of the building under which the Apartment the subject of this Agreement is located.
- 4.6 To give immediate notice to the Lessor in case of fire or accidents in the Lease Premises or in the Building and of all damage and defects thereto or to any fixtures or equipment therein;

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- 4.7 To comply with all City/Municipal Authority Rules and Regulations and any other such Rules and Regulations governing the **Lease Premises** and the use thereof;
- 4.8 Not to sub sub-let or assign the **Lease Premises** without prior written consent of the **Lessor**;
- 4.9 Not to do or suffer to be done or stored anything upon the **Lease Premises** the risk of which may cause the insurance of the of the **Lease Premises** to be rendered void or voidable;
- 4.10 Not to store, bring upon the **Lease Premises** any articles of combustible, inflammable or dangerous nature and to comply with all recommendation of Fire and Rescue Services Authorities as to fire precautions and fire safety measures relating to the **Lease Premises**;
- 4.11 The **Lessee** shall not assign this Agreement or part with the possession of the **Lease Premises** or any part thereof without the **Lessor's** prior written consent, which the **Lessor** may refuse in its sole discretion;
- 4.12 Not to permit or suffer to be done in or upon the **Lease Premises** or any part thereof anything which would or might be or become or cause a nuisance, annoyance, inconvenience or disturbance to any person whatsoever and pay all costs, charges and expenses incurred by the **Lessor** in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying such nuisance;
- 4.13 To pay and make good to the **Lessor** all and every loss and damage whatsoever incurred or sustained by the **Lessor** as a consequence of every breach or non-observance of the **Lessee's** covenants herein contained and to indemnify the **Lessor's** estates and effects from and against all actions, claims, liabilities costs and expenses thereby arising;
- 4.14 Before the expiration of fifteen days (15) notice given by the **Lessor** to carry out any repairs for which the **Lessee** is liable under the **Lessee's** covenants and agreement herein contained to carry out the same in accordance with such notice and to the satisfaction of the **Lessor PROVIDED THAT** if the **Lessee** shall fail to carry out such work within such time as aforesaid then the **Lessor** may thereupon cause the same to be done and recover the cost thereof from the **Lessee** but without prejudice to the **Lessor's** right of re-entry therein contained;
- 4.15 To permit the **Lessor** and or his agents with or without workmen or others to enter upon the **Lease Premises** at all reasonable times of the day for purposes of inspecting the condition and for carrying out repairs and making good any defects which it is the **Lessor's** obligation so to do after giving the **Lessee** three (3) working days prior written notice of such intention;

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- 4.16 Not to make any alteration of the said **Lease Premises** without obtaining prior written consent of the **Lessor**;
- 4.17 Fifteen (15) days before the expiration or other sooner determination of the term hereby granted a proper estimate shall be made as between the **Lessor** and the **Lessee** of the amount required to put all the **Lease Premises** into such good repair, order, or conditions as they ought to be left in according to the covenants herein- before contained and the Lessee shall forthwith pay the said amount;
- 4.18 If the **Lessee** shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair of the said **Lease Premises** it shall be lawful for the **Lessor** (but without prejudice to the right of re - entry under the clause hereinafter contained) to enter upon the **Lease Premises** and repair the same at the expense of the **Lessee** in accordance with the covenant for repair herein contained and the expenses of such repairs shall be repaid by the **Lessee** to the **Lessor** on demand;
- 4.19 To pay all taxes relating to this Agreement which are ordinarily and in accordance with the relevant laws payable by the **Lessee**; and
- 4.20 To yield up at the expiration or sooner termination of the term hereby granted the **Leased Premises** to the **Lessor** together with the fixtures and fittings thereto in such good and tenantable repair and condition as shall be in strict accordance with the **Lessee's** covenants and agreements herein contained with all locks, keys and fastenings complete, the **Lessee's** obligation to perform and observe such covenants and agreements shall survive the expiration or sooner termination of the term hereby granted. If the last day of the said term shall fall on a Sunday or Public Holiday then this **Lease** shall expire on the business day immediately preceding. The **Lessor's** right to vacant possession on the expiry or sooner determination of this **Lease** shall be deemed to be the essence of the contract between the parties hereto; and
- 4.21 On determination of this Lease Agreement deliver possession of the **Lease Premises** to the **Lessor** in as good a condition, subject only to the changes caused by reasonable wear and tear or irresistible force.

ARTICLE 5

THE LESSOR'S COVENANTS

- 5.0 The **Lessor** hereby covenants to the **Lessee** as follows: -
- 5.1 To pay land rent and any other taxes which are ordinarily and in accordance with the relevant laws payable by the **Lessor**;

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- 5.2 To insure and keep insured at all times during continuance of the tenancy herein the Lease Premises against loss or damage by fire and other perils with the reputable insurance company.
- 5.3 That the Lessee paying the rent hereby reserved on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations as hereinabove on their part, shall peacefully and quietly hold unto and enjoy the tenancy of the **Lease Premises** throughout the term herein created **WITHOUT** interruption by the **Lessor** or any person rightfully claiming under or in trust for the **Lessor**;
- 5.4 To terminate the **Agreement** by serving notice of such intention to the Lessee where:-
- (a) any rent is unpaid for one month after the due date for payment whether or not a demand in writing for payment has been made by the **Lessor** or an agent of the **Lessor**;
- (b) the **Lessee** has failed for a period of one month to observe or perform any condition, covenant or other term, the observation or performance of which has been assumed by the **Lessee** expressly in the **Agreement**.
- 5.5 That where the **Lessee** is in breach of a covenant or condition in the **Agreement** the **Lessor** may serve notice of intention to terminate the **Agreement**;
- 5.6 The **Lessor** has good, right, power and authority to lease unto the **Lessee** the **Lease Premises** in the manner herein appearing;
- 5.7 That the **Lessor** declares that **Lease Premises** is not subject to any reservation or any intended acquisition or requisition and there are no restrictions on the **Lease Premises**;
- 5.8 The **Lessor** will ensure the DSTV cable and Dish are in good working condition to allow the **Lessee** to install its DSTV decoder.

ARTICLE 6

THE LESSOR AND LESSEE'S DECLARATION

The **Lessor** and **Lessee** hereby expressly agree and declare that: -

- 6.1 In the event the rent hereby reserved or any part thereof shall at any time be in arrears and remain unpaid for a period of fifteen (15) days after the same has become due and payable, whether or not formal or legally demanded, or if the **Lessee** fails or neglects to perform and observe any of the covenants and conditions herein contained and on his part to be performed and observed, or if

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the **Lessee** becomes bankrupt or is wound up whether voluntarily or compulsorily otherwise than for the purposes of amalgamation or reconstructions, then and in the event of any such case the **Lessor** may at any time thereafter re enter upon and repossess the **Lease Premises** or any part thereof and hold on to the same as if this Lease had not been granted but without prejudice to any right of action or remedy of either party for any antecedent breach of the covenants herein contained.

- 6.2 If at any time during the term herein granted the **Lease Premises** or any part thereof are damaged or destroyed by any cause whatsoever other than by the acts of negligence of the **Lessee** or their servants and or licensees and the **Lease Premises** are not restored within six (6) months after such damage or destruction, then and so often as it happens the rent hereinabove reserved or a fair and just proportion thereof based on the nature and extent of the damage shall as from the expiration of the said period of six months be suspended for as long as the **Lease Premises** or the damaged or destroyed part thereof remains unfit for use by reason of such damage or destruction.
- 6.3 If the **Lessee** vacates the **Lease Premises** on his own free will, he shall hand over back to the **Lessor** without demanding any compensation thereof.

ARTICLE 7

NOTICE AND RENEWAL OF THE AGREEMENT

- 7.1 Either party of this **Agreement** may renew or terminate the **Agreement** upon giving fifteen (15) days written notice of the intention to renew or terminate the **Agreement**. Such notice shall be deemed to have been duly given or made when shall be delivered by hand or mail, telegram, cable, fax or telex to the party to which it is required or permitted to be given or made at such party's address specified in this **Agreement** or at such other address as such party shall have designated by notice to the other party giving such notice. Any such termination shall be without prejudice to any remedies available to the terminating party for any antecedent breach of the terms of this **Agreement**.
- 7.2 All notices required under this **Agreement** shall be in writing and shall in the case of notices to the **Lessee** be sufficiently served if addressed to the **Lessee** and delivered to the **Leased Premises** or forwarded to the **Lessee** by registered post at the address stated herein and in the case of notices to the **Lessor** be sufficiently served if forwarded to the **Lessor** by registered post at the address stated herein and so that any notice so posted shall be deemed to have been served within three working (3) days following the date of posting.

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[Signature] JM
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IN WITNESS WHEREOF the parties hereto have caused this Lease Agreement to be executed this 1st day of February, 2020.

THE LESSOR:

SEALED with the COMMON SEAL of the said]
ROSTAN REAL PROPERTIES LIMITED and]
DELIVERED at Dar es Salaam in our presence]
this 1st day of February, 2021.]



Full Name: SILVANO BENEDIC MWA

Signature: [Handwritten Signature]

Address: P.O. Box 2629,
DAR ES SALAAM

Designation: DIRECTOR

Full Name: SEMI SONGWE MALIMU

Signature: [Handwritten Signature]

Address: P.O. Box 2692,
DAR ES SALAAM

Designation: DIRECTOR

Initials: SB [Handwritten Signature]
ROSTAN REAL PROPERTIES LTD

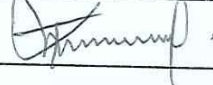
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AGRIBASE BIOSCIENCE INTERNATIONAL (I) LTD

THE LESSEE:

SEALED with the COMMON SEAL of the said]
AGRIBASE BIOSCIENCE INTERNATINAL]
(T) LIMITED and DELIVERED at Dar es Salaam]
in our presence this 24 day of FEB, 2021]

SEAL

Full Name: VANESSA TAMAJHA NINGA

Signature: 

Address: P.O. BOX 79958, ARUSHA

Designation: DIRECTOR


Full Name: JOSEPH MULI

Signature: JM

Address: P.O. BOX 79958, ARUSHA

Designation: DIRECTOR

Initials: TS 
ROSTAN REAL PROPERTIES LTD

Initials:  JM
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