

## WAREHOUSE RENTAL LEASE AGREEMENT

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This Lease Agreement (the "Agreement") is made and will be effective from the **1<sup>st</sup> Day of October, 2021**

### BETWEEN:

Name: **DUBAI REFRESHMENTS AND BEVERAGES LTD**

Address: **P.O BOX 19779, DAR ES SALAAM**

Phone: **+255 773 779 419**

Taxpayer Identification Number: **101-454-673 VRN 40-000050-W**

Title Deed No: **34099**

Number of BRELA Incorporation Certificate: **42171** and hereinafter referred to as "**the Landlord**".

### AND

**DIRILIS FOOD AND COOKING OIL LIMITED**, a company established and existing under the laws of TANZANIA with Brela Incorporation Certificate: Number **138803880** and having its registered offices at Kinondoni District, Kawe Ward, Postal Code A 14121, Block No - , Plot No 555 , House No 555, **P.O. Box 13851 Dar es Salaam**, Tanzania, Phone: **+255 679 957 973**

Taxpayer Identification Number: **138-803-880 VRN 40-035836-A**

hereinafter referred to as "**the Tenant**".

### 1. DESCRIPTION OF PREMISES LEASED

The Landlord leases the premises located at **Plot No.86, Jogoo Area, Kinondoni District, Mbezi Beach Industrial Area, Block -, Dar es Salaam Region** as described hereunder:

- Open area 12,744 m<sup>2</sup>
- Warehouse 2,250 m<sup>2</sup>

### 2. GRANT OF LEASE

In consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, the Landlord do hereby lease to the Tenant and the Tenant do hereby lease the premises from the Landlord as described in Article 1 (the "Leased Premises"), together with, its part and parcel and all improvements located thereon.

### 3. LEASE TERM

- a. **Total Term of Lease:** The term of this Lease shall begin on the commencement date, as defined in Section b) of Article 3, and shall remain effective for a period of **3 (three)** years until 30<sup>th</sup> day of Sept 2024 or as otherwise earlier terminated by either party in accordance with this Agreement.
- b. **Commencement Date:** The "Commencement Date of this agreement shall be the 1st day of Oct 2021. If the Tenant commences to conduct business on the Leased premises after the date contained herein, such date shall be recorded as the commencement date of this Lease agreement.



- c. **Provided that the Landlord will grant a grace period of 70 days prior to the date of commencement of this Agreement** for the purposes of removal of the Landlord's equipment, machinery, and materials from the premises, renovation, alteration of fixtures, electrical, plumbing, mechanical and other repair works to suit the Tenant's requirements with the latter's supervision.

#### 4. EXTENSIONS

The parties hereto may choose to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

#### 5. DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

- a) **Rental:** The Monthly rental shall be Tsh 6,500,000/- . The amount detailed herein shall be inclusive of Withholding Tax which the Tenant is entitled to deduct withholding tax from the aforementioned rental and pay to the responsible Authority, and proof of payment should be communicated within 30 days from the payment date.
- b) **VAT:** The Rental amount mentioned herein has not included 18% VAT. Therefore the Total Year VAT Amount shall be paid in a Lump sum with the Total Year Rent to the Landlord who shall pay it to the Tax Authority.
- c) **Cash Deposit:** The Tenant shall pay in addition to the rent an amount of **Two Months' Rent** equivalent as Security against Damage to the Buildings and Property.

NB:- The Tenant Shall be Liable to Pay The Difference in Value of the Damage if the Value of the Damage Turns out to be More Than The Stated Deposit of Tsh 13,000,000/- , However, if there is No Damage to the Property, the Full Deposit Amount Shall be Refunded to the Tenant.

- d) **Payment of Rent:** The rental shall be payable in advance in equal 12 months' period to the Landlord's bank account shown herein below. The Tenant shall bear responsibility to deduct Withholding Tax amount set by law to the respective Authorities on behalf of the Landlord.

Payment mode	<input checked="" type="checkbox"/> Bank Transfer	<input type="checkbox"/> Cheque
Beneficiary	Full Name	<b>DUBAI REFRESHMENTS &amp; BEVERAGE LIMITED</b>
	Bank	<b>AMANA BANK -MAIN BRANCH</b>
	Account Number	<b>00311 03272 30001</b>
	SWIFT	<b>AMNNTZTZ</b>
		<b>DAR ES SALAAM</b>

- e) Reference to the rental herein shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

#### 6. USE OF PROPERTY BY THE TENANT

- a) The Leased Premises may be occupied and used by the Tenant exclusively for the purposes of:
- (i) Use for office;
  - (ii) Use for housing;
  - (iii) Manufacture and production of goods and assorted products.
  - (iv) For the storage of materials, equipment, goods, and for other incidental and lawful purposes.




- b) Nothing herein shall give the Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any Sub-Tenant, assignee, or licensee without prior written consent from the Landlord, consent which shall not be unreasonably withheld.
- c) The Landlord shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers' applicable to the demised premises necessary to keep in force the fire and liability insurance (if any).
- d) Tenant shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

#### 7. DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession to Tenant on the date set forth in Article 3. However, in the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

#### 8. TAXES

- a) **Property Taxes:** The Tenant shall be liable for all taxes levied against any personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.
- b) **Real Estate Taxes:** During the continuance of this lease, the Landlord shall be responsible to all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.
- c) **Stamp Duty:** The Tenant shall pay 1% Stamp Duty for this lease agreement to the responsible Government Authority.

#### 9. IMPROVEMENTS OR ALTERATION BY TENANT

- a) The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided; however, such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that the Tenant has first obtained the consent of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.
- b) Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith.

#### 10. UTILITIES

The tenant shall pay for all water, sanitation, sewer, electricity, light, power, fuel, sanitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

#### 11. OBLIGATIONS FOR REPAIRS

- a) **Landlord's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of tenant's agents, licensees or contractors, the Landlord shall be required to repair any and all defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the

Leased Premises free of such defects, deficiencies, deviations or failures during the entire lease term hereof. In case the structure of the Lease is not sufficient and/or becomes destruction and cause damages to any third party, the Landlord shall be responsible for that third affected party.

- b) **Tenant's Repairs:** The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.
- c) Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanship manner.

## 12. TENANT'S COVENANTS

Tenant covenants and agrees as follows:

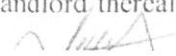
- a) To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs and reasonable wear and tear;
- b) To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

## 13. SIGNAGE

- a. **Exterior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.
- b. **Interior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

## 14. DAMAGE TO DEMISED PREMISES

- a) **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article 5 herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under the rent insurance policy (if any).
- b) **Repairs and Restoration:** Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter



shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within 07 days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within 2 months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending 14 days written notice thereof to Landlord, or, in the alternative, Tenant may, during said 14 day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application.

#### 15. CONDEMNATION

- a) **Total Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.
- b) **Partial Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by 5% or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within 14 days after Tenant shall receive notice of such taking. In the event of termination by Tenant of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.
- c) The Landlord shall not sell, pledge the Lease during the Lease Term. If they sell or cause the Lease to be transferred to a New Landlord, the Landlord must return the Rental to Dirilis, and or ensure that the New Landlord shall be the legal successor of the Lease without any change in the Rental and conditions to the Lease.

#### 16. LANDLORD'S REMEDIES

In the event that:

- a) Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord 30 or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or
- b) Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of 30 days after notice to Tenant in writing of such default; then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:
  - i. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, remedy the default if caused upon the demised premises and proceed to charge the Tenant for such default or damage; or
  - ii. Use the security interest described herein to cover for the payment defaults by the Tenant to the extent that such Security deposit can cover, then proceed to charge the Tenant for the additional cost if any.



## 17. TENANT'S REMEDIES

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within 07 days after notice from Tenant specifying the default, Tenant may,

- a) At its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore and save Tenant harmless there from.
- b) If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

## 18. TITLE

- a) **Quiet Enjoyment:** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.
- b) **Zoning and Good Title:** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein.

## 19. EXTENSIONS/WAIVERS/DISPUTES

- a) **Extension Period:** Any extension hereof shall be subject to the provisions of Article 4 herein.
- b) **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each

other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

- c) **Disputes:** It is agreed that, if at any time a dispute shall arise between the parties, the Parties will attempt in good faith to resolve the dispute through negotiations between the parties. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute, the aggrieved Party shall institute legal proceeding before a court with competent jurisdiction within the United Republic of Tanzania for final resolution.
- d) **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

## **20. TERMINATION**

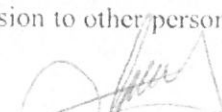
- a) The Landlord may terminate this Lease by giving Tenant a 180 days' notice of termination if the Tenant is in material breach of the lease agreement and the Tenant has failed to remedy the breach within 30 days after receiving a notice from the landlord about such breach. In this event, this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice;
- b) Notwithstanding the Term of the lease set forth above, and provided Tenant is not in material default under this Lease, Tenant shall have the right to terminate this Lease at any time by providing Landlord written notice within 6 month (180) days prior to the effective date of termination and shall up to the time of such termination pay the rent and observe and perform the agreements and obligations on the tenant's part. Upon such termination before the expiry of the Lease, the Landlord shall refund to the tenant any advance rent paid and remaining unused in the term of the Lease.
- c) If the Landlord illegally terminate the Contract without above grounds, the Landlord shall return the Tenant the Rental for the months have not rent and compensate the Tenant all cost and expenses incurred to prepare the Premises.

## **21. FORCE MAJEURE**

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act, duty, covenant or obligation under the lease by reason of strikes, lockouts, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

## **22. SEVERABILITY**

If any provision of this agreement thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provision to other persons,



entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**23. ENTIRE AGREEMENT**

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

**24. GOVERNING LAW**

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever, shall be governed by, construed and enforced in accordance with the laws of the United Republic of Tanzania. The parties herein agree to submit to a court of competent jurisdiction in the United Republic of Tanzania.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease on the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

SEALED with the common seal of the DUBAI REFRESHMENTS AND BEVERAGES LTD in the presence of T. HABIT ABELD SAID being known to me personally this 30<sup>th</sup> day of AUGUST 2021.

DUBAI REFRESHMENTS & BEVERAGES LTD  
P. O. Box 19779  
DAR ES SALAAM



FOR LANDLORD  
Mr. FUAD SALEH BAFANA  
(Company Secretary )  
Mobile Phone No. 0773 779 419  
NIDA No 19700701-12101-00018-21

**WITNESSED BY:**

Name : T. HABIT ABELD SAID  
Signature : [Signature]  
Address : \_\_\_\_\_  
Qualification : DIRECTOR  
Address : P.O. Box 712  
MWANZA



SEALED with the Common seal of DIRILIS FOOD AND AND COOKING OIL LTD in the presence of Ahmet AYDIN who is known personally to me / identified by \_\_\_\_\_ the latter being known to me personally this 30<sup>th</sup> day of AUGUST..... 2021

FOR TENANT

Mr. AYDIN TURKMEN  
(Managing Director)

Mobile Phone No 0679 957 973  
Résidence Permit No WPA/0934/20



**WITNESSED BY:**

Name: Ahmet AYDIN  
Signature: [Handwritten Signature]  
Qualification: DIRECTOR  
Address: P.O. BOX 13851  
DARESSALAM

STAMP DUTY  
Shs 500/- collected  
Receipt No. 998414117726 Dated 16/09/2021  
Regional Manager Kinondoni Tax Region