

**THE LAND ACT CAP 113 Revised Edition 2002
(As amended)**

LEASE AGREEMENT

BETWEEN

MANSUR MOHAMEDHUSSEIN AYUB

AND

JOIN THE FOOD FAMILY LIMITED

**IN RESPECT OF THE LEASE OF THE PROPERTY BEING HELD UNDER
CERTIFICATE OF TITLE NUMBER 19908, PLOT 65, BLOCK C, SITUATED AT
THEMI INDUSTRIAL AREA, IN ARUSHA MUNICIPALITY, WITHIN THE UNITED
REPUBLIC OF TANZANIA.**

DRAWN BY:

Kisali & Company Limited,
Plot No. 49, Haile Selassie Road,
P. O. Box 6251, Arusha – Tanzania.
+255 (0) 27 205 0060
Email:
Website: www.kisalico.com

FREDERICK M.L. NYITI
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
P.O. BOX 1215
ARUSHA, TANZANIA

CERTIFIED

Date: 10/08/2021

Sign: [Signature]

[Signature]

This **LONG TERM LEASE AGREEMENT** is made this 17th day of **November 2020**

BETWEEN

MANSUR MOHAMEDHUSSEIN AYUB, a natural person whose address is Postal Office Box Number 7183, Arusha – Tanzania (herein after called the “**Lessor**” which expression shall include and extend to persons deriving the title under the Transferor, her successors and assigns) of the one part;

AND

JOIN THE FOOD FAMILY LIMITED, a limited liability company registered under the Laws of the United Republic of Tanzania with registration number **144270207**, of Postal Office Box Number 6251, Arusha – Tanzania (hereinafter called the “**Lessee**” which expression shall where the context so admits, include its successors and assign in title) of the other part.

PREAMBLES

- A. **WHEREAS**, the Lessor owns the property located on Plot Number 65, Block ‘C’ held under Certificate of Title No. 19908, situated at Njiro Industrial Area in Arusha Municipality within the United Republic of Tanzania (herein referred to as ‘**the property**’),
- B. **AND WHEREAS**, the Lessor is desirous of entering into a lease agreement with the Lessee to operate a warehouse facility in the said property on the terms and conditions herein appearing;

NOW THIS AGREEMENT witnesseth as follows:-

1.0 DEFINITIONS

1.1 In this agreement unless the context otherwise provides:-

- “**Agreement**” Means this Lease Agreement between the Lessor and the Lessee of the above mentioned property;
- “**Consideration**” Means the consideration of **United States Dollar One Thousand Twelve and Fifty Cents Only (USD 1,012.50)** per month as the property rent only;
- “**Law**” Means the laws of the United Republic of Tanzania;



- "Lease Period"** Means the tenure of this Lease Agreement which is two (2) years unless otherwise agreed by both parties in writing. The Parties shall convene to discuss renewal of the agreement three months before the end of the term.
- "Commencement Date"** Means 1st Day of January, 2021, the date which this Lease Agreement shall become effective, unless otherwise expressed by the parties in this agreement.
- "Parties"** Means the signatories to this Agreement and or their validly legally constituted representatives.
- "Property"** Means the "Property" measuring approximately Three Hundred Thirty Seven point Five Square Meters located on Plot Number 65, Block C being held under a Certificate of Title Number 19908 situated at Njiro Industrial area in Arusha Municipality within the United Republic of Tanzania.
- "USD"** Means United States Dollars, the currency of the United States of America.

- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing Persons shall include Companies.

2.0 THE PROPERTY

- 2.1 The property located on Plot Number 65, Block C being held under a Certificate of Title Number 19908 situated at Njiro Industrial area in Arusha Municipality within the United Republic of Tanzania Region (here referred to as '**the property**');
- 2.2 The property measuring approximately Three Hundred Thirty Seven point Five Square Meters is leased to the Lessee for a period of Two (2) years. The Parties shall convene to discuss renewal of the agreement three months before the end of the term.

3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1 In consideration of the Lessee paying a consideration of **United States Dollar One Thousand Twelve and Fifty Cents Only (USD 1,012.50)** per month payable every year of the existence of this agreement unless otherwise as shall be agreed in writing by both parties. The payment shall be made upfront on or before the date of signing this agreement for the initial Twelve (12) calendar months thus amounting to **United States Dollars Twelve Thousand One Hundred Fifty (USD 12,150.00) Only**. For the subsequent twelve calendar months (this is for the entire year 2022) **USD Twelve Thousand One Hundred Fifty (USD 12,150.00)** are due by 31st of January, 2022.



- 3.2 The Lessee shall pay one month half rent of United States Dollar **Five Hundred Six and Twenty Five Cents** from 1st to 31st of December, 2020 where the Lessee shall occupy the Property for the necessary set up and preparations.

4.0 LESSOR'S COVENANTS

- 4.1 The Lessor shall permit the Lessee to construct or erect any structure within the warehouse that appears imperative to secure the business of the Lessee;
- 4.2 The Lessee having fulfilled all the terms and conditions of this Agreement, the Lessor shall permit the Lessee, its agents, its employees and such persons to enjoy quiet possession of the property in respect of any activity relating to and/or connected with the operation of the Lessee business;
- 4.3 That the Lessor and Lessee have agreed that any business carried on the property must be a lawful and legitimate business in accordance with the laws of the United Republic of Tanzania;
- 4.4 That business of any kind of intoxications, pork and its products, casino and gambling is prohibited on the property on religious grounds;
- 4.5 The Lessor shall be permitted to inspect the property upon giving to the Lessee a Forty Eight (48) hours' notice of intention to inspect the same;
- 4.6 The Lessee shall take note that the leased Property is in a shared compound and other tenants have the right to enjoy the same access to the common area. The Lessee is advised to ensure proper utilization of the property common areas.
- 4.7 The Lessor shall remain solely responsible with the payment of Land Rent and Property Tax and any other payments arising from or related to the property as accounted for by the Tanzania Revenue Authority;
- 4.8 The Lessor committed to the Lessee that at the time of handover, the Property shall be pest free. Thereafter, the Lessee shall be responsible for his own pest control plan during the tenancy period.

5.0 LESSEE'S COVENANTS

- 5.1 The Lessee shall pay the said consideration in the agreed manner;
- 5.2 The Lessee shall pay a Key deposit for an amount equal to a One (1) Month rent of **United States Dollar One Thousand Twelve and Fifty Cents Only (USD 1,012.50)** to the Lessor upon signing of this Agreement and shall be retained by the Lessor as a security deposit to cover damages to the property otherwise not subjected to a normal

Handwritten signatures of the Lessor and Lessee, appearing as stylized initials or names in black ink.

wear and tear. No interest shall accrue to the security deposit during the period of this Agreement.

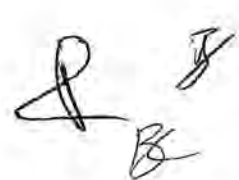
- 5.3 The Lessee shall apply and obtain all necessary permits and licenses from the relevant authorities and those provided by the laws of the United Republic of Tanzania for the successful operation of its business;
- 5.4 The Lessee shall provide the technology, goodwill, assets, finance for the success of its business;
- 5.4 The Lessee shall not sublease, sublet or transfer, in any manner whatsoever, the property, or any part thereof, without the written consent of the Lessor.
- 5.5 The Lessee must take out and maintain adequate insurance cover over all the movable property and any other assets on the property and cover risks over third parties surrounding the property;
- 5.6 The Lessee shall always keep the property in good condition. Upon termination or end of this contract the Lessee shall hand over the property to the Lessor in the same condition as it were;
- 5.7 The Lessee shall pay 1% stamp duty and 10% withholding tax of the annual rent of this Agreement;
- 5.8 The Lessee shall not use the property for any other purpose save for that which has been approved in terms of this Agreement and as provided by law of Tanzania. Where the Lessee wish to use the property for any other reasons' purposes than the agreed must seek prior written approval from the Lessor;

6.0 UTILITIES

- 6.1 The Lessee shall be solely responsible for payment of electricity, water bills, telecommunication system, security personnel and devices, generally the Lessee undertake to pay all other bills connected with her business in the property used.

7.0 CESSATION OF THE AGREEMENT

- 7.1 Notwithstanding the provisions in this agreement, the tenure of this Lease Agreement is Two (2) years. This agreement shall commence from the date of signing. Further, the parties shall convene three months before the end of the term to discuss renewal of the agreement for another term.
- 7.2 At the end of the Lease period, the Lessee shall vacate the property and surrender vacant possession of the property to the Lessor as it was given.
- 7.3 Either party can terminate this agreement by giving Three months (3) written notice.



8.0 ALTERATIONS AND ADDITIONS

- 8.1 The Lessor hereby authorizes the Lessee to build and make any minor improvements in fixtures and fittings in the said property without seeking prior consent from the Lessor as may be deemed necessary to suit the business of the Lessee. However prior written approval from the Lessor for any Major improvements that will result to structural changes or breaking of the walls must be sought and obtained;
- 8.2 The Lessor hereby authorizes the Lessee to attach fixtures, signs, and advertisements within the property, provided the same shall not be detrimental to or inconsistent with the terms of this Agreement or otherwise infringe the rights of neighboring premises. Such fixtures, signs, advertisement intended to advance or to boost the purposes for which the property is to be used shall remain the property of the Lessee and may on termination of this Agreement be removed or otherwise sold to the Lessor.

9.0 FORCE MAJEURE

- 9.1 No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
- 9.2 Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

10.0 ASSIGNABILITY

The Lessee shall not assign, sub-let, or transfer or hand-over the property or part thereof to anybody without the express written consent of the Lessor.

11.0 DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.



13.0 APPLICABLE LAW

This Agreement is governed by the laws of the United Republic of Tanzania.

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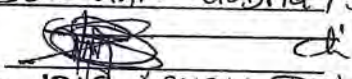
IN WITNESS HEREOF, the Parties hereto have executed this Lease Agreement on the date and year first herein above written in the following manner:

THE LESSOR

SIGNED and DELIVERED at ARUSHA
By MANSUR MOHAMEDHUSSEIN AYUB
Who is known to me personally/
Identified to me by IMRAN AYUB.
The latter being known to me personally
This 17th day of November, 2020


LESSOR

BEFORE ME:

Full Name: SELEMAN GODFREY SANDI SELEMAN GODFREY SANDI
Signature:  ADVOCATE, NOTARY PUBLIC &
Postal Address: 1318, ARUSHA, TANZANIA P.O. BOX 1318
Qualification: **COMMISSIONER FOR OATHS & NOTARY PUBLIC** ARUSHA, TANZANIA

THE LESSEE

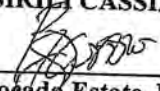
SEALED with a COMMON SEAL of
JOIN THE FOOD FAMILY LIMITED
and DELIVERED in our presence
this 17th day of November, 2020.



Name: **BERNHARD VESTER**

Signature: 
Postal Address: **Silvanerstr. 19, 55129 Mainz, Germany.**
Qualification: **DIRECTOR**

Name: **BARAKA SIRILI CASSIAN**

Signature: 
Postal Address: **Avocado Estate, Near Lugalo Golf Course, Kawe Area, Kinondoni District,
Dar Es Salaam - Tanzania.**
Qualification: **DIRECTOR**

FREDERICK M.L. NYITI
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
P.O. BOX 1215
ARUSHA, TANZANIA

575,300/-
12/08/2021
RECEIPT NO. 575,300/-
IN RESPECT OF 575,300/-
12/08/2021
For: REGIONAL MANAGER

CERTIFIED

Date: 12/08/2021

Sign: 