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COMMERCIAL
LEASE AGREEMENT

BETWEEN

WAREHOUSING SOLUTIONS LIMITED
(LESSOR)

AND

KESPELHER ENTERPRISES LIMITED
(LESSEE)

IN RESPECT OF LEASING OF PART OF FIRST FLOOR
PREMISES LOCATED ON
PLOT NO. 20
NYERERE ROAD
DAR ES SALAAM

LEASE AGREEMENT FOR COMMERCIAL PREMISES

This LEASE AGREEMENT is made this ^{24th} day of ^{MARCH} 2020

BETWEEN

WAREHOUSING SOLUTIONS LIMITED, of Post Office Box 4446, Nyerere Road, Dar es Salaam (hereinafter called the "Lessor" which expression shall include its assigns and successors in title) of the one part;

AND

KESPELHER ENTERPRISES LIMITED, of Post Office Box 79518, Dar es Salaam (hereinafter called 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 the lawful owner of Plot No. 20, situated along Nyerere Road, Dar es Salaam and all the buildings, outer houses and other structures standing on the said plot (hereinafter called the "Property").

Whereas the Lessor is desirous of leasing to the Lessee and the Lessee is desirous of renting a first-floor warehouse sub unit known as unit B10, measuring 250 square meters and being part of the said "Property" on the said plot, together with direct access across the land of the said plot through the common gate (hereinafter called the "Demised 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 for a period of two years;
- "Lease Period" means the period from the 1st day of April, 2020 to the 31st day of March 2025
- "parties" mean the signatories to this Agreement;
- "rent" means the monthly rent of United States Dollars three hundred and seventy-five (USD 375/=) payable six monthly in advance;

- 1.1 References to the singular include when the context so admits, references to the plural and vice versa and references to Clauses and Annexes are references to Clauses of and Annexes to 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 effect the construction of any of the terms and provisions thereof.
- 1.4 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein.

ARTICLE 2

DEMISED PREMISES AND PERIOD

- 2.1 The Lessor hereby demises onto the Lessee the said Demised Premises for a period of Two (2) years commencing from the 1st day of April 2020 until the 31st day of March 2025

ARTICLE 3

RENT PAYABLE

- 3.1 In consideration of the Leasing stated hereinabove, the Lessee shall pay the monthly rent of United States Dollars three hundred and seventy-five (USD 375/=) payable six monthly in advance. The first installment becoming due on the signing of this Lease Agreement and the final installment due at least 15 days before the commencement of due date. All rentals can be paid in equivalent shillings at the bank dollar selling rates at the time of arranging payment.
- 3.2 Rent shall not be diminished or abated if the said Demised Premises or any other part of the said Property is damaged by fire or other causes resulting from any act or negligence of the Lessee or any of the Lessee's agents, employees or invitees while such damages are under repair, and the Lessee shall be fully responsible for the total costs of repair.

ARTICLE 4

THE LESSEE'S CONVENANTS

- 4.0 The Lessee hereby covenants to the Lessor as follows:

- 4.01 to pay the reserved rent and other applicable charges in the manner provided above; not to exercise or seek to exercise any right to withhold rent whether by way of legal or equitable set-off; Failure to pay rent on time shall attract interest at the rate of 1% per day. The levy of interest is without prejudice to other rights of the Lessor provided herein;
- 4.02 to use the said Demised Premises for lawful commercial (storage) purposes only; no installation or operation or use of any machinery of any kind is allowed on the Demised Premises save as permitted by the Lessor;
- 4.03 it is the sole responsibility of the Lessee to make sure that they are in conformity with the various rules, regulations and requirements for any kind of documentation, permits and/or licenses as required by the law and pertaining to their commercial activities and their timely renewal thereof;
- 4.04 to maintain the Demised Premises in a clean and hygienic condition. The Lessee shall not store explosives, chemicals, acids or any other material which may constitute a danger to the Demised Premises and/or adjacent premises;
- 4.05 to keep the said Demised Premises in good tenantable repair;
- 4.06 to keep the surroundings of the said Demised Premises clean and tidy and to comply with all municipal and health regulations applicable for the purposes of the occupation and use of the Demised Premises;
- 4.07 not to use the said Demised Premises in a way which would create nuisance or annoyance to the neighbors;
- 4.08 not to hold any auction or sale in the Demised Premises or the said Property; not to use the said Demised Premises for dangerous, noxious, noisy or offensive trade or business or manufacture or occupation and nor for any illegal or immoral act or purposes;
- 4.08 to maintain general utility services and promptly pay for all charges liable on telephones, electricity, and other services provided to the Demised Premises by the concerned authority to pre-empt disconnection of the same;
- 4.09 not to sublet or assign or part with the possession of the Demised Premises; not to transfer, sale your business howsoever along with the Demises Premises including permitting change of the shareholders of the Lessee. On such incidents, the Demised Premises should be surrendered to the Lessor for reallocation or else the buyer of your business shall be evicted from the Demised Premises;
- 4.10 to be responsible for and to effect repairs to, or replace, all fixtures, fencing walls, gates or any other structure that may be damaged by the Lessee and/or its agents, visitors, either on motorized transport or on foot, or any other licensees of the Lessee within the said Demised Premises or the said Property; the Lessor shall inform or give to the Lessee (or leave upon the Demised Premises) a notice specifying any

repairs, cleaning, maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease Agreement and to request the Lessee to execute the same as soon as reasonably practicable; if within a reasonable time of such a notice the Lessee shall not have commenced and proceed diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable time or if in the Lessor's reasonable opinion the Lessee is unlikely to have completed the work within such a period, then to permit the Lessor to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all expenses incurred by the Lessor in connection therewith (including legal costs and surveyor's fees) within fourteen days of a written demand;

- 4.11 to permit the Lessor to enter upon the **Demised Premises** at reasonable times of the day for purposes of inspection, after giving the Lessee a reasonable notice of the intention to view the condition of the **Demised Premises**; to give to the Lessee (or leave upon the **Demised Premises**) a notice specifying any repairs, cleaning, maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease Agreement and to request the Lessee to execute the same as soon as reasonably practicable; if within a reasonable time of such a notice the Lessee shall not have commenced and proceed diligent with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable time or if in the Lessor's reasonable opinion the Lessee is unlikely to have completed the work within such a period, then to permit the Lessor to enter the **Demised Premises** to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all expenses incurred by the Lessor in connection therewith (including legal costs and surveyor's fees) within fourteen days of a written demand;
- 4.12 not to make any alteration to the permanent structures of the said **Demised Premises** without obtaining prior written consent of the Lessor; not to suspend anything from the ceiling of the said **Demised Premises** or use the same for the storage of goods or place weight on them without the prior written consent of the Lessor; the Lessee agrees that any additional storage space created within the **Demised Premises** shall be chargeable for extra rent as determined by the Lessor;
- 4.13 not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) upon the **Demised Premises** without the prior written consent of the Lessor;
- 4.14 not to affix or exhibit on the outside of the **Demised Premises** or to or through any window of the **Demised Premises** nor display anywhere on the **Demised Premises** any placard, sign, notice, fascia board or advertisement except any sign permitted by virtue of any consent given by the Lessor;
- 4.15 not to use the **Demised Premises** as a temporary sleeping accommodation or for residential purposes nor keep any animal, fish, reptile or bird anywhere on the said **Property**;
- 4.16 to be responsible, at its own expense, for fire, burglary, theft, civil commotion, explosion, aircraft, floods, storms, tempest lightening, burst pipes, excessive rain, and such other risks and contingencies and any other insurance on all of its personal property, including removable trade fixtures, located in the said **Demised**

Premises; to apply for and always have a valid fire certificate from relevant authorities immediately upon possession of the Demised Premises:

- 4.17 to be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of any act, omission or negligence of the Lessee or any persons at the Demised Premises expressly or impliedly with the Lessee's authority and under the Lessee's control, or any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease Agreement or any of the matters to which this Lease Agreement is subject to;
- 4.18 to pay for Value Added Tax on the rent specified under Article 3 herein;
- 4.19 to deliver the Demised Premises to the Lessor with all locks, keys and fasteners complete and in such state of repair and condition and presentations as shall be in strict compliance with the covenants and agreements contained herein upon expiration or sooner determination, natural wear and tear accepted.
- 4.20 to pay withholding tax to the relevant tax authority by deduction thereof from payments of the rent specified under Article 3 herein and provide receipts thereof to the Lessor within thirty days of each such payment of rent.
- 4.21 To be responsible for and pay the requisite stamp duty on this Lease Agreement.

ARTICLE 5

THE LESSOR'S COVENANTS

- 5.0 The Lessor hereby covenants to the Lessee as follows:
 - 5.1 to keep the exterior of the Demised Premises together with the roof, trusses, main structural walls of the Demised Premises in fair tenable repair and condition;
 - 5.2 that the Lessee paying the rent hereby reserved and observing and performing all the covenants and conditions as hereinabove on their part, shall peacefully hold unto and enjoy the tenancy of the demised premises throughout the term herein created **WITHOUT** interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor;
 - 5.3 to pay land rent and Property Tax to the relevant authorities promptly;

ARTICLE 6

THE LESSOR'S AND THE LESSEE'S DECLARATION

- 6.0 The Lessor and the Lessee hereby further agree and confirm:

- 6.1 The Lessee will not, without the consent of the Lessor in writing, change its capital structure and will procure that the directors will not without such consent permit any transfer of the shares in the Lessee.
- 6.2 The Lessee shall not be entitled to assign all or any part of its rights, obligations, or benefits herein without the prior consent in writing of the Lessor.
- 6.3 that the said Property has basic security services such as electrical fencing and CCTV cameras being provided for by the Lessor for the common benefit of all the Lessees in respect of all the premises including the Demised Premises but that these services are provided without any responsibility on the part of the Lessor nor is the Lessee precluded from making his own additional security arrangements at cost whereof to be borne by the Lessee. The Lessor shall also not be responsible for nor be required to maintain insurance against thefts within the said Demised Premises or within the said Property.
- 6.4 The Lessor shall be entitled at all and any time during the term of this Lease Agreement to complete, alter, repair, improve, reconstruct, rebuild, redevelop, and/or add to the Demised premises and add to the site (other than the Demised Premises) and for such purpose to erect scaffolding, hoardings and building equipment, in, at, near or in front of the Demised Premises, as well as such devices as may be required by law or which the Architect may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations, in such manner as may be reasonably necessary for the purposes of any of the works aforesaid. The Lessor shall further be entitled by itself or through its workmen or its agent to all such rights of access to any portion of the Demised Premises as may reasonably be necessary for the purpose aforesaid. In exercising its above rights the Lessor shall use its best endeavors to minimize interference with the Lessee's occupation of the Demised Premises and in particular shall not enter the Demised Premises without reasonable prior notice to the Lessee, save in the event of emergency, when immediate entry upon the Demised Premises shall be permissible. Notwithstanding the implementation of any work as contemplated herein, the Lessee shall have no right to object to such work or to claim any rebate of rental or operating costs nor shall the Lessee have any claim for damages or compensation as a result of the implementation of any such work.
- 6.5 that the goods hoist system at the said Property is for the common and careful use of all the users of the first floor, including the Lessee. The Lessee shall make sure not to overload or abuse the system. The Lessor shall make reasonable effort to keep the system in a good working condition at all times. In the event of a breakdown, the Lessor shall try, in a reasonable time period, to effect repairs to the system, but shall not be held liable for any delays resulting from strikes, government restrictions, inability to obtain necessary materials or spare parts or labor or other matters which shall be beyond the reasonable control of the Lessor, thus making the system inoperable for further use for the remaining term of the

Lease Period. Rent shall not be diminished or abated for the remaining term of the Lease Period.

- 6.6 Lessee to observe non-exclusive use in common with the Lessor, other Lessees of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the Lessor. The Lessor reserves the right to designate parking areas within the said Property for Lessee and Lessee's agents and employees. Lessee shall provide the Lessor with a list of all license numbers for the cars owned by the Lessee, its agents and employees. Additionally, the Lessee shall seek written permission from the Lessor before the Lessee decides to store or use any area within the said Property, but which is outside his designated said Demised premises mentioned herein, whether they be walkways, driveways, footways, frontages, canopies, common automobile parking or otherwise unused areas; in the event that vehicles are left within the said Property overnight, for whatever reason, the Lessor shall not be responsible for any loss of whatsoever kind howsoever caused for the vehicle or goods stored therein and the Lessee shall be liable to pay a United States Dollars Two Hundred for each night the vehicle is parked within the said Property.
- 6.7 In the event that the rent hereby reserved or any part thereof shall at any time be in arrears and remain unpaid for a period of ten (10) days after the same has become due and payable, whether or not formally or legally demanded, then the Lessee agrees that the Lessor will deny access to the Lessee and also otherwise the Lessor will also add a padlock to the Demised Premises to prevent the Lessee's entry until such arrears are settled in full. If the Lessee still fails to pay such arrears in three (3) more working days thereafter, or fails or neglects to perform and observe any of the covenants and conditions herein contained or on his part to be performed and observed, or if the Lessee becomes bankrupt or is wound up, whether voluntarily or compulsorily, has a receiver appointed, then and in the event of any such case above, the Lessor may, at any time thereafter, forcibly re-enter upon and repossess the Demised Premises or any part thereof to forcibly recover any arrears outstanding. In such a case, the Lessor may liquidate any property seized in any way that the Lessor may deem fit and without prejudice to any right of further action which the Lessor might have in respect of any antecedent breach of the Lessee's covenants herein contained. The Lessee shall be liable for any and all expenses incurred by the Lessor in such an action. The Lessor shall act as agent of the Lessee and shall hold the Lessor indemnified against any loss or claim suffered or made against the Lessor howsoever arising.
- 6.8 that the toilet facilities provided for and existing at the said Property are for common and careful use by all the occupants of the said Property including the Lessee.
- 6.9 Failure on the part of the Lessor to insist upon or to enforce any of the terms and conditions herein contained in this Lease Agreement shall not be constituted or

construed as a waiver or relinquishment of the Lessor's rights thereafter to enforce such terms and conditions at a later date and that such terms and conditions shall remain in full force and effect at all times whether or not insisted upon or enforced.

ARTICLE 7

7.0 NOTICE OF RENEWAL OR TERMINATION OF THE LEASE AGREEMENT

- 7.1 Except for forceful termination by the Lessor which shall be immediate, either party to this Lease Agreement may terminate this Lease Agreement upon giving at least one (1) month written notice of the intention to terminate this Lease Agreement.
- 7.2 This Lease Agreement may also be prematurely terminated by the Lessor if the Lessee fails to abide by the terms and conditions expressed herein under this Lease Agreement and if such default continues for thirty (30) days after the Lessee receives written notice from the Lessor or his authorized agents of such alleged default. In the event the Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Demised Premises for illegal or unauthorized purposes, abandons or leaves the Demised Premises vacant or unoccupied for 30 consecutive days or violates any of the terms and conditions of this Lease Agreement, the Lessor has the right to terminate this Lease Agreement and retake possession of the Demised Premises either by force or otherwise without being liable for any prosecution therefor and re-let the premises and receive rent therefor. The Lessor shall act as an agent of the Lessee and the Lessee shall hold the Lessor indemnified against any loss or claim suffered or made against the Lessor howsoever arising.
- 7.3 At the termination of this Lease Agreement, either by normal expiration, premature termination or mutual agreement, the Lessee shall peaceably vacate the Demised Premises. Should the Lessee be in default of any money owed to the Lessor, the Lessor may take possession of any property owned by the Lessee and located at the Demised Premises and hold the same until the monetary default is settled. In such case that the Lessee cannot or will not settle any claims against him owed to the Lessor, the Lessor may liquidate any property seized in any way that the Lessor may deem fit. The Lessee shall be liable for any and all expenses incurred by the Lessor in such an action.
- 7.4 that the Lessee understands that this is a fixed term Lease Agreement which upon expiration of its period will terminate forthwith. If the Lessee shall be desirous of taking a new lease of the demised premises after the term hereby granted the Lessee shall communicate with the Lessor in writing not less than three months before expiration of the said term. A failure to observe this shall automatically terminate the Lease Agreement upon expiration of the Lease Period herein

stated. At the discretion of the lessor the lease may be renewed on such terms and conditions as mutually agreed.

ARTICLE 8

8.0 SERVICE OF NOTICE

- 8.1 For the purposes of Service of Notice, any Notice under this **Lease Agreement** shall be in writing. Notice to the Lessee shall be deemed to be sufficiently served if sent by Registered Postal Mail at their respective postal addresses shown hereinabove notwithstanding it be undelivered or returned undelivered.

ARTICLE 9

9.0 DISPUTE CLAUSE

- 9.1 Any dispute arising from or in connection with this **Lease Agreement** shall be settled amicably between the parties, failing which the aggrieved party may take legal action at the Land Division of the High Court of Tanzania.

ARTICLE 10

10.0 MISCELLANEOUS PROVISIONS

- 10.1 The representations and warranties set out in this **Lease agreement** are given and made on and as of the date of this **Lease Agreement**, and shall survive the acceptance of this **Lease Agreement** and are continuing representations and warranties which are deemed to be repeated during the continuance of this **Lease Agreement**.
- 10.2 That the Lessee is legally empowered to enter into a commercial Lease Agreement with the Lessor on the terms and conditions set out herein and has taken all necessary actions to authorize the acceptance of the **Lease Agreement** and performance of all its obligations connected with this **Lease Agreement** and there is no legal or other restriction whatsoever on the Lessee's ability to perform its obligations contained hereunder.
- 10.3 Notwithstanding the above terms and conditions of this **Lease Agreement**, it is hereby further agreed that any permanent structures and improvements made by the Lessee shall be considered as part of the Demised Premises.
- 10.4 All matters arising from or in connection to this **Lease Agreement** shall be governed and construed in accordance with Tanzanian laws.

THE NEXT PAGE IS RESERVED FOR SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

SIGNED and DELIVERED for and on behalf of }
WAREHOUSING SOLUTIONS LIMITED }
by SASMIN PREMJI being it's duly }
authorized officer who is known to me }
personally/introduced to me by ABDUL SAMAN }
the latter being known to me personally in my }
presence this 24 day of MARCH 2020 }

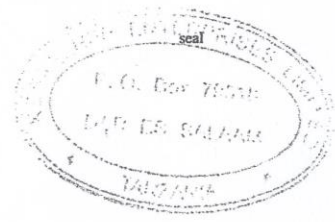
Jasen
WAREHOUSING SOLUTIONS LTD
P. O. Box 4446
DAR ES SALAAM

Signature: ##
Postal Address: 21012
DAR ES SALAAM
Qualification: ADVOCATE



SEALED with the common seal of the said
KESPELHER ENTERPRISES LIMITED
and delivered in the presence of us
this 24 day of MARCH, 2020

Signature: [Signature]
Name: JIANMIN WANG
Postal Address: P O Box 79518
Dar es Salaam
Qualification: Director
Signature: [Signature]
Name: HAICHUAN BA
Postal Address: P O Box 79518
Dar es Salaam
Qualification: Director/ Secretary



STAMP BOOK
No. 1500 COPY Collected
Receipt No: 21956501 Date: 25/03/2020
[Signature]
Regional Manager - Karakus

NI BAKALA HALISI
ILALA MAHAKAMA
LA NYAMIZO

LO tax (6 months) = TZS 519,950
S/duty = TZS 103,950
filed copy = TZS 1,500

M