



**NFRA**



**A LEASE AGREEMENT**

**FOR**

**LEASING OF 2604 SQUARE METERS OF WAREHOUSE No. 3  
SITUATED AT KIWALANI AREA, DAR ES SALAAM**

**BETWEEN**

**NATIONAL FOOD RESERVE AGENCY**

**P. O. BOX 1050, DODOMA**

**AND**

**SHANANGA GROUP LIMITED**

**P.O. Box 16225 DAR ES SALAAM**

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*[Handwritten initials]*



## LEASE AGREEMENT

This Lease Agreement is made this 01<sup>st</sup> day of August 2021

### BETWEEN

**Chief Executive Officer, National Food Reserve Agency** of P.O. Box 1050 Dodoma (herein after called "Lessor") which expression shall include any authorized officer acting on his behalf, on one part.

### AND

**Shananga Group Limited** of P.O Box 16225 Dar Es Salaam-Tanzania incorporated under the Companies Act, 2002, having Certificate of Incorporation of a Company No. 139692802 (herein after called "Lessee") on the other part; jointly referred to as "PARTIES".

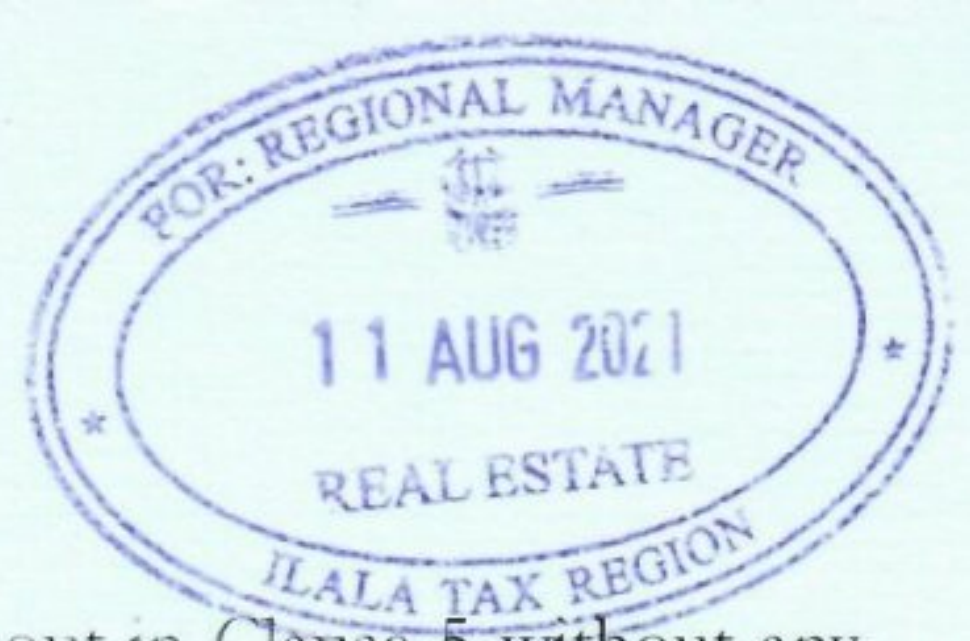
**WHEREAS** the Lessor has exclusive rights to ownership and control of 2604 Square Meters in the Warehouse No. 3 situated at Kiwalani area, Dar Es Salaam. (Herein after called "Premises")

**AND WHEREAS** the Lessor has agreed to lease the said PREMISES to the Lessee for the purpose of Storing Building and Hardware Materials; upon the consideration of a total sum of **Tshs. 6,510,000/= (Tanzanian Shillings Six Million Five Hundred Ten Thousand Only)**, per month ("Herein after called "rent").

**NOW THEREFORE** the PARTIES agree as follows; -

### 1.0 Definition

- 1.1. "Employee" means any person in the direct employment of either the Lessor or the Lessee.
- 1.2. "Fixtures" implies any fitting or attachment to the premises, doors, lights and down-pipes.
- 1.3. "PREMISES" means the 2604 sqm of the Warehouse No. 3 situated at a place specified herein.
- 1.4. "Rent" means the amount charged by the Lessor for the occupation of the PREMISES.



## 2.0 Obligations of the Lessee

- 2.1 To pay the rent at the time and in the manner set out in Clause 5 without any deduction, abatement or set-off whatsoever, unless agreed in writing by the PARTIES to this Lease Agreement.
- 2.2 To occupy the PREMISES for the purpose of storing building and hardware materials.
- 2.3 To maintain the PREMISES in good and safe condition at all time and on termination of the lease, to surrender the PREMISES in as good condition as it were, after the repair referred under Clause 2.11 of this Lease Agreement.
- 2.4 To keep the interior and exterior parts of the PREMISES in good and tenantable repair at all times and, to make good all minor defects and breakages caused by the Lessee.
- 2.5 To assume obligations not otherwise insured by the Lessor for all loss, breakage or damage to the PREMISES or fixtures within or attached to the PREMISES.
- 2.6 Not to assign part of or sublet the PREMISES or any part of the PREMISES without prior written consent of the Lessor.
- 2.7 Not to make any alteration or additions to the PREMISES without prior written consent of the Lessor, which shall not be unreasonably withheld.
- 2.8 To permit the Lessor or his agents to enter the PREMISES at reasonable times and upon reasonable notice to carry out inspection of the PREMISES and or to carry out repairs to the premise where necessary.
- 2.9 To surrender the PREMISES to the Lessor immediately upon expiry or termination of the lease or on default pursuant to relevant provisions in this Lease Agreement.

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- 2.10 To pay the costs of preparation of the lease including all legal costs, stamps duties and other usual costs, if any, associated with the preparation and execution of a Lease Agreement.
- 2.11 Without affecting the Lessee's obligation of keeping the PREMISES in a reasonable state of repair at all times, the Lessee shall carry out necessary repairs of the PREMISES in the beginning of the lease, to enable the Lessee utilize the PREMISES as set out in this Lease Agreement.

### **3.0 Obligations of the Lessor**

- 3.1 Unless there is breach of this Lease Agreement on the part of the Lessee, the Lessor shall not interfere with the day to day operations of the Lessee and the Lessee's occupation of the PREMISES.
- 3.2 To pay all statutory taxes like land rent and property tax which may be due to any government body or municipal council as per the laws of the land in respect of the demised Premises from time to time.

### **4.0 Duration and renewal of the Lease Agreement**

- 4.1 This Lease Agreement shall enter into effect on 1<sup>st</sup> of August, 2021 and shall be valid for a period of twelve (12) months from 1<sup>st</sup> August, 2021 to 31<sup>st</sup> July, 2022, unless terminated by either party in writing.
- 4.2 In case of termination, for any reason other than those provided under Clause 6, it shall be preceded with a notice period of not less than one (1) month from either party, as the case maybe.
- 4.3 This Lease Agreement may be renewed by mutual agreement in writing between the PARTIES, upon expiration of the Agreement duration noted under Clause 4.1 of this Lease Agreement. Notice for renewal shall be issued fifteen (15) calendar days before expiration of Lease Agreement.

## 5.0 Rent

- 5.1 The rent for the PREMISES shall be Tshs. 2500/= (Tanzania Shillings Two Thousand Five Hundred Only) per square meter, per month, for 2604 sqm (Two Thousand Six Hundred and Four Square Meter). This makes a total sum of Tshs. 6,510,000/= (Tanzanian Shillings Six Million Five Hundred Ten Thousand Only), per month and a total of Tshs. 78,120,000/= (Seventy Eight Million One Hundred Twenty Thousand Only) per annum.
- 5.2 The rental cost shall be inclusive of all taxes as per statutory requirements.
- 5.3 The annual rent shall be paid upfront by the Lessee upon receipt of an invoice from Lessor.
- 5.4 Subject to Clause 5.3 of this Lease Agreement, the Lessee shall pay rent within thirty (30) days, upon receipt of an invoice from Lessor, unless there are other prior agreed written arrangements that necessitate otherwise.

## 6.0 Cancellation or default

- 6.1 Should the Lessee default on payment of the rent or default in the performance of any of the other obligations set out in the Lease Agreement, the Lessor shall give 15 calendar days' written notice of such default to the Lessee the receipt of which shall be acknowledged in writing by the Lessee.
- 6.2 Should the Lessee decline or fail to remedy the default within 15 calendar days from receipt of written notification, the Lessor shall be entitled to terminate the lease.





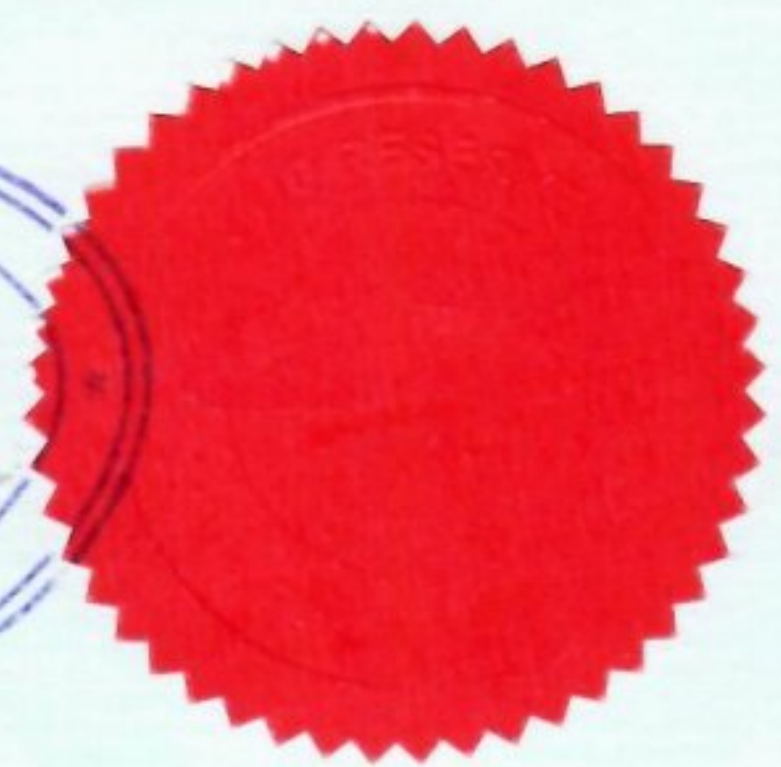
IN WITNESS WHEREOF the PARTIES hereto have caused this agreement to be executed in accordance with their respective laws in the date, month and year first above written.

SIGNED, AND DELIVERED BY OR ON BEHALF OF LESSOR

NAME: MILTON M. LUPA

TITLE: CHIEF EXECUTIVE OFFICER

SIGNATURE: [Signature]



IN THE PRESENCE OF

NAME: Nickson Heavenlight Larmer

TITLE: Acting Head of legal services

SIGNATURE: [Signature]

SIGNED, AND DELIVERED BY OR ON BEHALF OF LESSEE

NAME: DNESMO LAURENT NGONDO

TITLE: DIRECTOR

SIGNATURE: [Signature]



IN THE PRESENCE OF

NAME: Alex Mwashumbusi

TITLE: ADVOCATE

SIGNATURE: [Signature]



TIN: 139-692-802

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11/8/2021