

Dated

March 2021

(1) Douglas Factory & Warehouse Limited

as Landlord

-and-

(2) Farwa International Limited

as Tenant

Lease Agreement

relating to land located at

Plot No. 191 & 191/2/1 Vingunguti Industrial Area, Dar-es-Salaam,
Tanzania

This Lease Agreement (**Lease**) is dated

March 2021

Between:

- (1) Douglas Factory & Warehouse Limited, a limited liability company incorporated in the United Republic of Tanzania with company number 68786 whose registered office is at P.O Box 253, Dar es Salaam, Tanzania (**Landlord**); and
- (2) Farwa International Limited, a limited liability company incorporated under the laws of the United Republic of Tanzania with company number 135230 whose registered office is at P.O Box 80130, Dar es Salaam, Tanzania (**Tenant**).

Background

- A. The Landlord is the registered owner of Plot No. 191/1 & 191/2/1, Vingunguti Industrial Area, Dar es Salaam, Tanzania with certificate of title no. 55470.
- B. The Property is allowed under the laws of the United Republic of Tanzania to operate as a warehouse.
- C. The Property is in good and habitable condition and a good state of repair.
- D. The Tenant is desirous of letting and the Landlord of granting this Lease for the Property subject to the terms and conditions set out hereunder.

It is agreed as follows:

1. Definitions and Interpretation

1.1 The following definitions shall apply in this Lease:

Business Days means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Dar es Salaam.

Permitted Use means the sole use of the Property as offices and storage of all goods that the Tenant will decide to keep in the premises during the Term.

Property means the land located at Plot No. 191/1 & 191/2/1, Vingunguti Industrial Area, Dar es Salaam, Tanzania encompassed within the certificate of title(s) no.55470, together with the Landlords' fixtures and fittings.

Service Media means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Party means a party to this Lease.

Term means a term beginning on, and including 1 July 2021 and ending on, and including 30 June 2024.

Rent means rent at a rate of \$66,000 (United States Dollars Sixty Six Thousand) per annum.



VAT means any tax imposed in compliance with the Value Added Tax Act 1997 or any similar replacement or additional tax.

Withholding Tax means any tax, levy, impost, duty or other charge or withholding of similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) which becomes due and payable to the Tanzania Revenue Authority

1.2 References to Clauses are to Clauses to this Lease and their headings shall not affect the interpretation of this Lease.

1.3 A reference to this Lease or any other agreement or document referred to in this Lease is a reference to this Lease or such other agreement or document as varied, superseded or novated (in each case, other than in breach of the provisions of this Lease or the provisions of the agreement or document in question, as appropriate) from time to time.

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 Any obligation on the Tenant to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.7 A reference in this Lease to the Landlord includes a reference to the person who is entitled to the immediate reversion to the tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Lease.

2. Grant

2.1 Subject to the terms of this Lease, the Landlord lets the Property to the Tenant for the Term.

2.2 The grant is made with the Tenant paying to the Landlord the Rent in accordance with Clause 3 (*Rent*) below and all VAT in respect of it, as well as any other sums due and payable pursuant to this Lease.

3. Rent

3.1 The Tenant shall pay to the Landlord for the Term, the Rent plus VAT in accordance with the payment schedule set out below which is due and payable by the Tenant to the Landlord's bank account (as designated and notified to the Tenant by the Landlord from time to time).

Rent (inclusive of VAT)	Due date
\$77,880	1 July 2021
\$77,880	1 July 2022
\$77,880	1 July 2023

3.2 VAT will be included in every invoice that will be raised when the rent is due and will be paid as per the law.

3.3 The Tenant will be liable for the Withholding Tax and undertakes to make a direct payment to the Tanzania Revenue Authority for and on behalf of the Landlord instead of a deduction from the Rent as per the schedule.

3.4 The Tenant shall on demand provide a certificate and/or confirmation from the Tanzania Revenue Authority evidencing payment of the Withholding Tax to the Landlord.

4. Deposit

4.1 The Tenant shall pay a deposit which is to be mutually agreed and fixed between the Parties (**Deposit**) which the Landlord shall retain securely for the duration of the Term.

4.2 The Tenant agrees that the Landlord may make reasonable deductions from the Deposit at the end of the Term for the following purposes:

- (a) except for fair wear and tear, to make good any damage to the Property caused by the Tenant's obligations under this Lease;
- (b) to pay any amount of the Rent which remains unpaid at the end of the Term;
- (c) where the Tenant has failed to comply with Clause 10 (*Returning the Property to the Landlord*), to cover the reasonable removal, storage and disposal costs incurred by the Landlord; and
- (d) where the Tenant has failed to comply with its obligations and covenants pursuant to this Lease, to recover any financial losses incurred by the Landlord whatsoever.

5. Tenants Covenants

The Tenant covenants with the Landlord during the term as follows:

- (a) to pay the Rent reserved by this Lease in its entirety on the due date and comply with the obligations set out in Clause 3 (Rent) above, free of any deduction, counterclaim or set-off, unless otherwise mutually agreed to;
- (b) to pay and keep the Landlord indemnified against all outgoings in respect of the Property, that is non-domestic rates, water rates and charges from the beginning of the Tenant's occupation, all future rates, taxes, charges and assessments by whatever name called which are imposed on or payable by the owner or occupier of the Property;
- (c) to pay any rates, taxes, assessments or other charges of any water, gas, electricity, security, telephone or other utility supplied to the Property where charged directly to the Tenant;
- (d) to pay stamp duty (1% of the Rent) when registering this Lease with the Tanzania Revenue Authority;
- (e) not to use or permit the whole or any part of the Property otherwise than as for the Permitted Use;
- (f) to keep the Landlord indemnified against liability in respect of any accident, loss or damage to person or property occurring on the Property, except if such accident, loss or damage is a result of the Landlord's gross negligence;

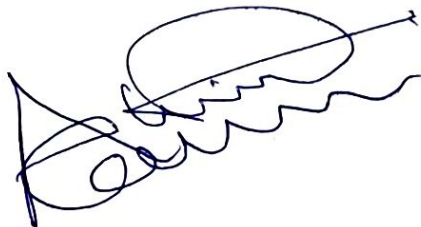


- (g) To keep the Property in good and substantial repair and condition;
- (h) at the expiry or sooner termination of the tenancy created by this Lease to yield up the Property repaired, maintained, cleaned, decorated and kept in accordance with the Tenant's covenants in this Lease to the same condition as was handed over;
- (i) to permit the Landlord or its agents at reasonable times to enter and examine the condition of the Property or for any other lawful purpose provided that reasonable prior notice is given to the Tenant;
- (j) the Landlord may through its workmen and agents enter the Property and execute all necessary works if needed by the tenant, and all expenses so incurred are to be paid by the Tenant to the Landlord on demand and to be recoverable as rent in arrear;
- (k) any damage to the warehouse incurred by human reason should be repaired by the Tenant along with any daily minor maintenance;
- (l) not to make structural alterations or additions to the property without the express written consent of the Landlord;
- (m) not assign (i.e transfer to another person) the tenancy, either in whole or in part without the consent of the Landlord in writing;
- (n) not sublet the Property, either in whole or in part without the consent of the Landlord in writing;
- (o) not to bring into or do or permit upon the Property anything which may invalidate any insurances over the Property or render any additional premium payable thereunder and in case of any additional premium becoming payable the amount shall be repaid by the Tenant to the Landlord on demand; and
- (p) not use the Property for any illegal, immoral, disorderly or anti-social purposes.

6. Landlord's Covenants

The Landlord covenants with the Tenant during the Term as follows:

- (a) so long as the Tenant pays the Rent reserved by and complies with its obligations in this Lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this Lease;
- (b) in the event that the Landlord elects, in its absolute discretion, to sell and/or transfer the whole or part of the Property, the Tenant shall be entitled to receive three (3) months prior written notice; and
- (c) the Landlord shall remain solely responsible with the payment of regular taxes and any other payments arising from or related to the Property as accounted for by the Tanzania Revenue Authority.



7. Termination

Either Party may terminate this Lease without penalty at any time by giving six (6) months' notice in writing.

8. Prohibition of Dealings

The Tenant shall not assign, charge, part with this Lease or the Property or hold the Lease on trust for any person, or grant any right or license over the Property in favour of any third party.

9. Compliance with Laws

The Tenant shall comply with all laws and regulations of the United Republic of Tanzania including, but not limited to those relating to the Property, the occupation and use of the Property by the Tenant as well as to the use of all Service Media, machinery and equipment at or serving the Property.

10. Returning the Property to the Landlord

10.1 At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this Lease (except for fair wear and tear) and shall remove from the Property all stock and chattels belonging to or used by it.

10.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten (10) Business Days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

11. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any lawyers' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any Tenant covenants in this Lease, or any act or omission of the Tenant or any person on the Property with its actual implied authority.

12. Re-entry and Forfeiture

12.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any amount owed to the Landlord pursuant to the terms of this Lease remains unpaid for ten (10) Business Days after becoming payable whether it has been formally demanded or not; or
- (b) any breach of any condition or tenant covenant of this Lease.

12.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this Clause 12, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this Lease.

13. Amendments

Any term of this Lease may be amended, modified or terminated with the unanimous consent of the Parties and any such amendment; modification or termination will only be binding on the Parties when it is in writing and signed by the Parties.

14. Confidential Information

Except to the extent required by law or any legal or regulatory authority of competent jurisdiction:

- (a) no Party shall at any time disclose to any person (other than any professional advisers) the terms of this Lease or any other confidential information relating to the Property or the Landlord, or make any use of such information other than to the extent necessary for the purpose of exercising or performing the respective rights and obligations under this Lease; and
- (b) no Party shall make, or permit any person to make any public announcement, communication or circular concerning this Lease.

15. Severance

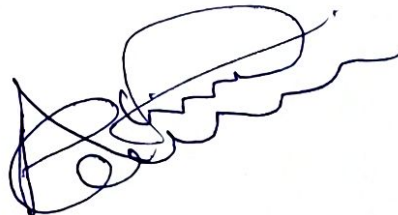
If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity or enforceability of the rest of this Lease.

16. Governing Law & Jurisdiction

16.1 This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

16.2 Each party irrevocably agrees that the courts of the United Republic of Tanzania shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

This Lease has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Execution Page

Executed as a deed by
Douglas Factory & Warehouse
Limited
in the presence of:

)
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)
)

sign here:



sign here:

Shiraz Jessa

Signature of witness

Name: Zulfia Sulaiman
Address: P.O. Box 253 DSM
Occupation: Administrator

DOUGLAS FACTORY & WAREHOUSE LTD.
P. O. Box 253
DAR-ES-SALAAM

Executed as a deed by
Farwa International Limited
in the presence of:

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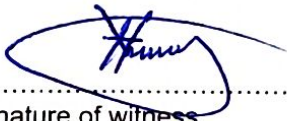
sign here:

ABDIKARIM AHMED

sign here:



NASUR RUFIMAN 8810.



Signature of witness

Name: HERMES TUPAH
Address:
Occupation:

to be stamped &
full name of
witness

