

LEASE AGREEMENT

This agreement is made on the 01 day of October, 2020

BETWEEN

OMARY MOHAMED BUBUBU of P.O Box 4102, Dar es Salaam (Hereinafter referred to as "**the Landlord**" which expression shall include, where the context so admits, his successors, assignees and or executors) on one part.

AND

AFRICA WAKAWAKA LOGISTICS Co. Limited of P.O Box 61299 Dar es Salaam (Hereinafter referred to as "**the Tenant**" which expression shall include, where the context so admits, his successors, assignees and or executors) on the other part.

WHEREAS the landlord is the legal owner of the premises (yard) situated at **Tanzania, Region Dar es Salaam, District Temeke, Ward Toangoma, Postal Code 15118, Malela Road Street (Block 'A', Plot Number 269 near to Malela Road.** (hereinafter referred to as "**the Demised premises**")

AND WHEREAS the Landlord wishes to let to the Tenant and the Tenant wishes to take the Demised Premises on the terms and conditions herein after appearing.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

1. That the **Landlord** hereby demises unto the **Tenant** the demised premises for the Tenant to hold the same for a term of Five years with effect from the **1st day of October 2020 to 31st day of September 2025** which term shall be renewable at the instance of the **Tenant** and at the option of the **Landlord**.
2. Rental payment of **TSH. 1,500,000/=** (Tanzania shillings One Million Five Hundred only) per calendar month shall be payable in Twelve months.
3. The **Tenant** hereby further covenants with the **Landlord** as follows:-
 - a) To pay the rent as stipulated herein above.
 - b) To pay all the rates and charges for the use of water, electricity and telephone (if any) in respect of the demised premises and to dispose of all garbage coming from the demised premises in a healthy manner.
 - c) At all times to keep both the interior and exterior of the demised premises in good repair and condition.
 - d) To permit the **Landlord** or his agent (s) at all reasonable times during the day time, to inspect the demised premises and or to carry out any necessary repairs.
 - e) NOT to assign, lease, sublet or otherwise part with possession of the demised premises or any part thereof without written CONSENT of the **Landlord** but such consent shall not be unreasonably withheld AND IT IS HEREBY AGREED AND DECLARED that upon any breach of this covenant by the **Tenant**, it shall be lawful for the **Landlord** to re-enter upon the demised premises and the tenancy hereby created shall be determined absolutely but without prejudice to the rights of action of the **Landlord** in respect of any breach of the tenant's covenant herein contained.
 - f) Not to make any alterations or additions to the wall structures of the demised premises or any part thereof without prior written consent of the **Landlord**.
 - g) Not to carry on any offensive or unlawful trade on the demised premises.
 - h) On the expiration or sooner determination of the term hereby created, to deliver up the demised premises to the **Landlord** in good tenable condition.

- i) To give one month's written notice in advance before the expiry of the term of the tenancy of the intention to renew the lease otherwise the agreement shall be deemed to have justly come to an end.
- j) To keep in good safe all his properties against fire or any other hazard.

4. The **Landlord** covenants with the **Tenant** as follows:-

- a) By signing these presents the **Landlord** acknowledges to have already received the amount stated in paragraph 2 above from the **Tenant**.
- b) To pay all the site rates, land rent or other impositions during the currency of the said term.
- c) The **Tenant** paying the rent hereby reserved and observing and performing the several covenants and stipulations herein, to let the **Tenant** peacefully enjoy the demised premises during the term created without interruptions by the **Landlord** or any person claiming under or in trust fro the **Landlord**.
- d) That the **Landlord** shall not be responsible for any kinds of loss which might happen in case of fire/theft to the personal effects/properties of the **Tenant**.

5. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED:-**

- a) If and whenever during the said term the said rent hereby reserved or any part thereof shall remain unpaid for **twenty one days after becoming payable** whether formally demanded or not, or if any covenant on the **Tenant's** part herein contained shall no be observed or performed, then in any one of the said cases it shall be lawful for the **Landlord** at any time thereafter to re-enter upon the demised premises and then this Agreement shall absolutely be determined.
- b) **Any notice** under this agreement shall be **in writing** and any notice to the **Tenant** shall be sufficiently be served to him if left to the demised premises and any notice to the **Landlord** shall be sufficiently be served if delivered to him personally.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year in the manner hereinafter appearing:-

SIGNED and DELIVERED at Dar es Salaam
By the said **OMARY MOHAMED BUBUBU**
who is identified to me
by **SULTAN KONDO** the latter
being known to me personally this **1** day of
10 2020.

Obhamed.
LANDLORD

Before Me:

Witness: *JULIANA J. MUMBURI*
Signature: *[Signature]*
Postal Address: *[Address]*
Qualification: *[Qualification]*



SEALED with the COMMON SEAL of the said
AFRICA WAKAWAKA LOGISTICS CO.LTD at Dar es Salaam
on this **1st** day of **Oct** 2020 in my presence

[Handwritten Signature]

TENANT



Before Me:

Name: *JULIANA J. MUMBURI*
Signature: *[Signature]*
Postal Address: *[Address]*
Qualification: *[Qualification]*

