

Agreement of Lease

(Consisting of the General Conditions of the lease)

Made and entered into by and between

Camel Oil Tanzania Ltd
(Hereinafter called "the Lessor") of the first part

And

Organo Africa (T) Limited
(Hereinafter called "the Lessee") of the second part

**The Lessor hereby lets to the Lessee who hereby hires the PREMISES
described herein on the terms and conditions of the Lease.**



LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 18th day of Oct. 2021.

BETWEEN

CAMEL OIL TANZANIA LTD a limited liability company incorporated under the laws of Tanzania of P.o.Box 22786 Dar-Es-Salaam (hereinafter referred to as "**THE LESSOR**", which expression shall, where the context so admits, include his assignees, executors and other successors in title) of the one part.

AND

ORGANO AFRICA (T) LIMITED a limited liability company incorporated under the laws of Tanzania of P.o.Box 22786 Dar-Es-Salaam (hereinafter referred to as "**THE LESSEE**", which expression shall, where the context so admits, include his assignees, executors and other successors in title) of the one part.

WHEREAS, the **LESSOR** is the owner of the land situated at **Plot No. 287 Port Access Road, Kurasini Area, Temeke Municipality, Dar-Es-Salaam Region** free from any adverse claims, court process or otherwise. (Hereinafter referred to as ("demised premises").

AND WHEREAS the Lessor has agreed to let the space at demised premise referred hereinabove on the terms and conditions hereinafter contained.

GENERAL CONDITIONS OF THE LEASE

1. **LEASE**

The Lessor hereby let the space from the premise to the Lessee and the lessee hereby hires from the lessor on the terms as set forth in this agreement.

2. **PERIOD OF LEASE**

2.1 This lease shall be valid for a period of Five (5) years commencing on the date of signature which shall be renewed upon agreement of the parties.

3. **PROPERTY**

Land located at Plot No. 287 Port Access Road, Kurasini Area, Temeke Municipality, Dar-Es-Salaam Region.

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STAMP DUTY

Tsh. 12,000 Collected
Receipt No. 998414608579
Date 21/11/2021
.....
Temeke Tax Service Centre
Regional Manager - Temeke

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4. **RENT**

The rent shall be TZS.100,000/= (Tanzanian Shillings One Hundred Thousand) per month VAT inclusive.

4.1 The lessee shall pay one year (1) year rent in advance amount upon signing of the agreement.

THE LESSEE HEREBY COVENANTS WITH THE LESSORS AS FOLLOWS;

5. To lease to the lessee free from all encumbrances land rent liens charges, caveats and /or lease the property for the period stated herein.
6. Not to use the demise premise for any purposes other than for commercial purpose only.
7. That the lessee shall not place nor suffer or permit to be placed on the demised premises any matter or thing of an inherently dangerous, explosive, corrosive, combustible or environmentally degrading character.
8. That the lessee shall not do, permit or suffer to be done on the demised premises anything that shall amount to nuisance to the public and to neighbours and occupiers of neighboring premises.
9. That the lessee shall not use the premises or permit or suffer the premises to be used for any unlawful or immoral purpose or trade.
10. That the lessee shall not use the premises or permit or suffer the premises to be used for any purpose or trade that is regarded by Islamic law to *haram* such as alcoholic products.
11. The lessee shall not assign or mortgage the demised premises or any part thereof.
12. The lessee shall not sublet or part with possession of the demised premises or any part thereof without the prior written consent of the lessor.
13. That the lessee shall pay all charges related to electricity, water, telephone, sewerage and garbage collection charges and service providers during the period of this lease Agreement or a proportionate part of such bills attributable to the lessee as the lessor may from time to time determine.
14. That the lessee shall be obliged to pay all statutory charges, such as withholding tax, stamp duty, etc, that shall relate to this lease.
15. That the lessee shall maintain the demised premises in a habitable and tenantable condition and shall leave the premises upon expiry of the lease term or termination of this lease Agreement in a condition comparable to that which existed when received by the lessee except for reasonable and ordinary wear and tear/or except for damage caused by the elements of weather or other circumstances.



16. That the lessee is responsible for carrying out repairs and regular maintenance of the demised premises such as to maintain it in good tenable condition during the whole period of the lease Agreement.
17. The lessee shall bear its own cost of maintenance and repairs and of any permitted renovations and alterations.
18. Any notice under this Agreement shall be in writing delivered by hand or by registered mail.

IT IS MUTUALLY FURTHER AGREED AND DECLARED AS FOLLOWS;

19. Any party may terminate this agreement in the event that opposite party has breached in a material manner this agreement. And has failed to remedy such breach within thirty (30) days, after the opposite party has given written notice, stating in detail in such notice the nature of such breach and requiring such breach to be remedied. Provided however, if the party allegedly in breach disputes the facts of its material breach, the arbitration provision will apply as provided in this agreement.
20. If any dispute arises between the Parties under or in connection with this Agreement, the parties shall resolve it through mediation and if failed then, the parties may refer the dispute to any court of competent jurisdiction.
21. During the dispute resolution Procedure, the Parties shall continue to perform their respective obligations under, and in accordance with, this Agreement.

IN WITNESSETH WHEREOF the parties hereto have set their hands to these presents as validly known and done in the manner herein under appearing: -



SEALED with the Common SEAL of the said
CAMEL OIL TANZANIA LTD
in the presence of us this 15th day of
Oct, 2020

SEAL

SIGNATURE: [Signature]

NAME: ABDULRAH M. NATIDI

POSTAL ADDRESS: 22786 DAR ES SALAAM

QUALIFICATION: DIRECTOR

SIGNATURE: [Signature]

NAME: SHIBI JUMA ALIYEMU

POSTAL ADDRESS: 22786, Dsm

QUALIFICATION: SECRETARY

BEFORE ME:

SIGNATURE: [Signature]

NAME: HASSAN JUMA ZUNZIGA

POSTAL ADDRESS: 70237 DAR ES SALAAM

QUALIFICATION: ADVOCATE

