

# **LEASE AGREEMENT**

**BETWEEN**

**BOLLORE TRANSPORT & LOGISTICS TANZANIA  
LIMITED**

**(Lessor)**

**&**

**E.A.L.S. LIMITED**

**(Lessee)**

---

**LEASE OVER PLOT NO. 27/1, 27/2 & 27/3 (PART)  
TABATA COMPLEX, DAR ES SALAAM**

---

**LEASE AGREEMENT**

**THIS LEASE** is made the .....<sup>1<sup>st</sup></sup> day of Apr .....2021

**BETWEEN**

**BOLLORE TRANSPORT & LOGISTICS TANZANIA LIMITED** a limited liability Company of Post Office Box Number 1683, Dar Es Salaam, Tanzania (hereinafter called "the Lessor" which expression shall where the context so admits include its successors and assigns) of the one part

**AND**

**E.A.L.S. LIMITED** a limited liability company having its registered office situate at and of Post Office Box Number 1683 Dar Es Salaam in the Republic of Tanzania (hereinafter called "the Lessee" which expression shall where the context so admits include its successor and assigns) of the other part.

**1. WHEREAS:**

The Lessor is registered as proprietor as Lessee from the Government of Tanzania of a portion of land known as plot nos.27/1, 27/2 and 27/3 within Tabata area, Dar Es Salaam in the Republic of Tanzania (**SUBJECT** to the payment of the due periodic rent and such charges and encumbrances as are notified by the Head Lessor from time to time and to the provisions and special conditions contained in or implied by the Lease)

- a) There is erected on the said pieces of land a building (hereinafter referred to as "the Building") comprising warehouses and an office block with the usual conveniences connected therewith;
- b) The lessor has agreed with the Lessee to grant to the Lessee a Lease of the premises hereinafter described forming portion of the Building for the term at the rent and subject to the covenants agreements conditions restrictions stipulations and provisions hereinafter contained.

**NOW THIS LEASE WITNESSETH** as follows:

In consideration of the rent hereinafter reserved and the covenants and agreements by the Lessee hereinafter contained and subject to the Lessor's lease being renewed by its Head Lessor from time to time, the Lessor **DOETH HEREBY LEASE** unto the Lessee **ALL THAT OFFICE SPACE** already identified and inspected jointly by both parties as more particularly described in the agreed sketches (herein called "the premises") **TO BE HELD** by the Lessee as tenant for a term of 2 years from the **1<sup>st</sup> day of April 2021**.

**IT IS HEREBY DECLARED AS FOLLOWS:**

The Monthly rent in respect of the warehouse space demised herein will be **Tanzania Shillings Two Hundred Twenty-Four Thousand (Tsh. 224,000)** per month, payable monthly in advance on the lease anniversary date in each month clear of all deductions by Bankers Order into the Lessor's bank account as may be communicated to the Lessee from time to time or so in proportion for any less period than a year. The first such payment to be paid upon execution hereof

2. The lessee to the intent that the obligations hereinafter set out may continue throughout the continuance of the term hereby created covenants and agrees with the Lessor as follows:
  - a) To pay the rent at the times and in the manner aforesaid.
  - b) To use the parking area assigned to the lessee by the Lessor for the parking of the Lessee's vehicles on the said piece of land and for no other purpose whatsoever and the vehicles of the Lessee will not be permitted to block the entrance of any of the go downs.

The lease is terminable by either party by serving the other party with a one (1) months' notice in writing of the party's intention to terminate

**THE LESSEE SHALL;**

- a) To pay the charges for electrical current whether for light or power supplied by the authorized distributor to the premises and consumed therein.
- b) To install at its own cost a partition separating the leased portion of the premises leased to the lessee from the rest of the premises.
- c) To pay for all water, electricity and conservancy consumed in the premises as may be levied by the respective authorities and all telephone charges levied by the Tanzania Telecommunications Corporation Limited in respect of the telephones installed in the premises as and when the same shall become due.
- d) To keep the interior of the premises including all floors walls ceiling and glass (plate or otherwise) in the windows thereof (including the outside) and all fitting and fixtures cleaned (and in the case of windows at regular intervals) and in good and tenantable repair and condition to the satisfaction of the Lessor reasonable wear and tear excepted and also permit the Lessor or its agents with or without workmen and others at all reasonable times to enter into and upon the premises for the purpose of painting repairing or otherwise dealing with the outsides of the private entrance door or doors entering into the premises and the outsides of all windows frames in the premises;
- e) To keep the premises clean and free of litter or any substances that may injure the environment and to comply with the Lessor's directives with regard to cleanliness;

- f) Not to willfully obstruct permit or suffer to be obstructed in any manner the corridors passages staircases and lifts in the Building:
- g) Immediately prior to the determination of the said term (whenever and however determined) well and sufficiently to clean off if necessary and paint with two coats of paint of similar quality and colour as the one currently painted and in such same manner and style as the premises are at the commencement of the lease all the inside parts of the premises previously or usually painted and at the same time wash distemper (with plastic distemper if the Lessor so requires) or whitewash all such parts of the interior of the premises previously or usually washed distempered or whitewashed and to clean off and polish all polished wood (if any) in a proper and workmanlike manner:
- h) To permit any caretaker employed by the Lessor to enter the premises in the ordinary course of his duty and also to permit the Lessor and its agents and all other persons authorized by it or them with or without workmen and others and all necessary tools appliances and apparatus at any time with to without notice to enter upon the premises in case of fire defective lavatory fittings water pipes and electric services or for the purpose of examining the condition thereof or of doing such repairs alterations additional improvements renewals or other things as may be required of or to either the premises or any other part of the Building or the electricity or water supply or drainage in or under any part of the Building reasonable wear and tear excepted.
- i) The use of the premises will be restricted solely to storage of cargo and auxiliary office accommodation, subject to the provisions of the Head Lease and for no other purposes whatsoever without the consent in writing of the Lessor first had and obtained. The Lessee shall obtain and maintain at its sole costs all the necessary permits or licences permitting the Lessee to carry out the activities set out herein;
- j) Not to do permit or suffer to be done upon or within the premises anything including emission of noise or bad smell due to use of machinery or chemicals which in the opinion of the Lessor (which opinion shall be final and conclusive) constitute a nuisance or disturbance to the Lessor or occupants of the Lessor's adjoining premises PROVIDED however that if the trade business or occupation of the Lessee is such as to necessitate such additional equipment and appliances over and above that and those supplied by the Lessor, then the Lessee shall employ appropriate measures to mitigate the effect of the use of such equipment or appliances.
- k) At the Lessee's own expense to install in the premises such additional fire fighting equipment and appliances as shall be required and approved by the Governmental or municipal authorities or the Lessor if in the Lessor's opinion (Which opinion shall be final and conclusive) the trade business or occupation of the Lessee is such as to necessitate such additional equipment and by appliances over and above that and those supplied by the Lessor;

- l) Not to load nor unload nor permit nor suffer to be loaded any goods package merchandise or equipment upon or from any vehicle parked in the street upon which the premises front otherwise than in conformity with the municipal by-laws (if any) from time to time in force;
  - m) Take out and maintain at the Lessee's sole cost such insurance policies as the Lessee shall deem appropriate to cover its cargo stored in the demised premises against burglary & theft, perils of fire and other risks, it being understood that the Lessor shall not be liable to the Lessee for any losses or injuries that might be sustained by the Lessee unless such losses have been occasioned through the negligence of the Lessor or the Lessor's agents.
  - n) At the expiration or sooner determination of the term hereby created to yield up the premises to the Lessor with the fixtures and fittings thereto (other than the partitions shelves counters and other fixtures and fittings installed by the Lessee at its own cost and expense in the premises) in good and tenantable repair and condition and condition and with all locks and fastenings complete.
3. The Lessor to the intent that the obligations hereinafter set out may continue throughout the continuance of the term hereby covenants and agrees with the Lessee as follows;
- a) To bear pay and discharge all existing and future Rent and Rates due to the Government and Municipal authorities rates payable in respect of the premises;
  - b) Unless prevented by any cause beyond its control to keep in a proper state of repair and condition the roof and outside walls of the building and the drains down pipes and sanitary apparatus thereof at all times during the said term **PROVIDED ALWAYS** that the Lessor shall not be liable for any damage to persons or property caused by or resulting from or arising out of the default of any lessees of the building or any portion thereof their servants or agents or licensees with reference to the maintenance or user of any pipes or sanitary water or electrical apparatus therein;
  - d) To keep the main structure of the building insured against loss or damage by fire and with the consent of the charges to rebuild or re-instate the premises and the entrance halls and passage giving access to the premises so far as the same may be destroyed or damaged but without prejudice to the Lessee's liability to pay or contribute towards the cost thereof in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Lessee or the servants or licensees of the Lessee;
  - e) To employ and maintain such staff as may be necessary to carry out the cleaning and maintenance of the Common areas.
4. The Lessor further covenants and agrees with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions

restriction stipulations and provisions herein contained or implied and on the part of the Lessee to be performed and observed shall hereof be entitled peacefully to hold and enjoy the premises during the said term without any interruption from or by the Lessor or any person rightfully claiming from or under it, subject however to the parties' rights to terminate the lease set out herein.

5. **PROVIDED ALWAYS AND IT IS HEREBY DECLARED** as follows:

- a) In the event of the premises or any part thereof being damaged by fire during the continuance of term hereby created so as to render them unfit for occupation the Lessor will allow the Lessee a total or proportionate abatement of the rent hereby reserved as the case may be or opt to terminate this Lease.
  - b) If the said rent or any other payment due hereunder by the Lessee or any part thereof shall be in arrears for the space of Sixty (60) next after any of the days whereon ought to be paid as aforesaid whether or not the same shall have been legally demanded or if there shall be any breach or non-performance by the Lessee of any of the covenants agreements conditions and provisions herein contained and on the part of the Lessee to be performed and observed it shall and may be lawful for the Lessor at any time thereafter to enter into and upon the premises or any part thereof in the name of the whole and the same to have again repossess and enjoy as in its former estate anything herein contained to the contrary in anywise notwithstanding without prejudice to any right of action or remedy of the Lessor in respect of any of the covenants agreements conditions restrictions stipulations or provisions herein contained or implied and on the part of the Lessee to be performed and observed;
  - c) Lessee shall be permitted at its own expense and cost upon the commencement of this Lease or upon any authorized disposition of the premises to affix a sign board showing the name and occupation of the Lessee on the premises in such manner in each case as shall be in conformity with the Municipal by-laws and as to size type colour and placing.
6. All notices required under this Lease shall be in writing and shall be in writing and shall in the case of notice to the Lessee be sufficiently served if addressed to the Lessee and delivered to the premises and in the case of notices to the Lessor be sufficiently served if addressed to it and delivered as its registered office or posted to it by registered post and so that any notice so posted shall be deemed to have been served within Three (3) days following the date of posting.
7. Both parties shall bear and pay their respective legal costs in connection with the preparation and completion of this lease and counterparts thereof.
8. Should any dispute or difference of any kind whatsoever arise between the parties herein, the matter in question shall be settled amicably by mutual discussion as a principle. However when such settlement cannot be reached, the matter shall be referred to the settlement by an arbitrator to be mutually agreed upon by the parties. In default of agreement an arbitrator shall be appointed by the Chairman for the time being of the Institute of Chartered Arbitrators in accordance with the Law of Arbitration Cap.

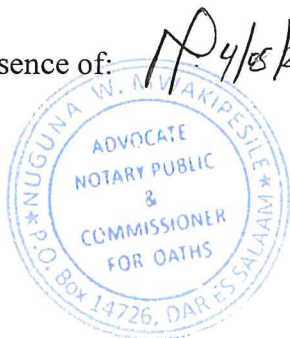
15 of the laws of Tanzania or any statutory modification or re-enactment of it for the time being in force. The decision of such arbitrator shall be conclusive and binding on the parties herein.

9. This Lease shall be governed by Tanzanian Law in every particular including formation and interpretation and shall be deemed to have been made in Tanzania. Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in Tanzania.
- 10 The parties hereby accept the terms of this Lease subject to the covenants agreements conditions restrictions stipulations and provisions above set forth or referred to.

IN WITNESS WHEREOF the parties to this agreement have hereto set their hands on the dates set against their respective signatures.

Signed for and on behalf of )  
**BOLLORE TRANSPORT & LOGISTICS** )  
**TANZANIA LIMITED** (the Lessor) )  
By, Name: **REGIS TISSIER** )  
Designation: **MANAGING DIRECTOR** )  
As the BOLLORE's duly authorised representative. )

In the presence of:

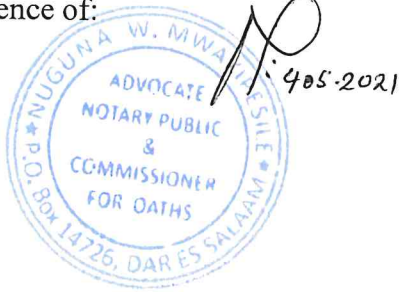


*[Handwritten signature]*

Signed for and on behalf of )  
E.A.L.S LIMITED (the Lessee) )

By, Name: ANGELINE KAVISHE MTULIA )  
Designation: COMPANY SECRETARY )  
As the E.A.L.S's duly authorised representative. )

In the presence of: )



*[Handwritten Signature]*

Assessment 6 B/5/20217

WHT = TShs 134,400  
S/Duty = TShs 27,400

*[Handwritten Signature]*

