

THE LAND REGISTRATION ORDINANCE (CAP. 334)

TITLE NO. 186063/76
PLOT NO. 2397/202

LEASE AGREEMENT

- Between -

APEX TOWERS LIMITED
P.O. Box 4267
Dar es Salaam, Tanzania

- And -

HRY LOGISTICS LTD
P.O. Box XXX
Dar es Salaam, Tanzania

LEASE AGREEMENT

THIS LEASE made on the 15 day of JULY 2020 BETWEEN **APEX TOWERS LIMITED** having its registered office at Bend Street, Plot No. 1347/208, Kisutu, of P.O. Box 4267, Dar-es-Salaam (hereinafter called "**the Landlord**") which expression shall where the context so admits include the person entitled in reversion for the time being immediately expectant on the term hereby created of the one part and **HARMONY LOGISTICS (T) LTD** of P.O. Box 14392, Dar es Salaam (hereinafter called "**the Tenant**") which expression shall where the context so admits include its assignees and successors in title) of the other part.

WITNESSETH as follows:

1. **IN CONSIDERATION** of the rent and the **Tenant's** covenants hereinafter reserved and contained the **Landlord** hereby demises unto the tenant all that suite of rooms known as Office %B (25 sq mts). (Hereinafter called the "**the demised premises**") and being part of the **APEX TOWERS Building**, situated at PLOT NO. 2397/202 on Lugoda Street, Area 11 in Gerezani, Dar es Salaam (hereinafter called "**the building**") (the said demised premises being more particularly described in the **FIRST SCHEDULE** hereto and delineated on the plan annexed hereto) together with (but to the exclusion of all other liberties easements rights or advantages):-
 - (a) Full right and liberty for the **Tenant** and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the main entrance of the said building and the common passages landings and staircases thereof and forecourts pathways and rides in the curtilage thereof provided nevertheless that the **Tenant** shall not authorise the use of the said forecourts by any tradesmen and shall not cause or permit the obstruction of any common parts of the said building by furniture or otherwise.
 - (b) The free and uninterrupted passage and running of water and soil gas and electricity from and to the demised premises through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the said building or any part thereof.
 - (c) TO HOLD the demised premises unto the **Tenant** from the **1st** day of **JANUARY 2022** for the term of **ONE (1) Year** hence next ensuing (that is to say until the **31** day of, **DECEMBER 2022**) subject nevertheless to the provision for re-entry hereinafter contained yielding and paying therefore during the said term hereby granted the monthly rent of **USD \$250 (US Two Hundred and Fifty Only) + VAT** and will be paid yearly- in advance for the tenancy of agreement period.
- 2) The **Tenant** HEREBY COVENANTS with the **Landlord** to the extent that the obligations may continue throughout the said term as follows:-
 - (a) To pay the said rent in the manner aforesaid.
 - (d) To comply with all by-laws, rules and regulations of any Government or local authority affecting the business of the **Tenant** and to obtain or cause to be obtained

all requisite approvals in the name of the **Tenant** including all licenses and authorizations to carry on its business at the premises, it being understood that failure on the part of the Tenant to obtain such licenses and authorizations to conduct its business in accordance with prevailing laws and regulations of Tanzania shall render the agreement null and void and the **Landlord** shall be entitled to repossession of the premises without further notice to Tenant.

PROVIDED THAT and without prejudice if through the negligence of Tenant the due authorizations and licenses are not obtained, the Tenant will pay in full all the outstanding rent and maintenance charges, to the end of the lease period.

- (c) If either, party shall desire to determine the term hereby created shall give to the other two months notice in writing of their intention to terminate the Agreement and on expiry of the notice the Agreement.

PROVIDED NEVERTHELESS that the **Landlord** may determine the same at any time and without notice should the **Tenant**:-

i) Abandons the premises or leaves the same unattended for a period of six months.

ii) Under clause 4(a) herein provided.

Any determination by the **Landlord** by virtue of the provisions of this clause shall be without prejudice to the Landlord's rights in respect of any antecedent breach on the part of the **Tenant** and should the **Tenant** refuse or neglect to vacate the premises after the determination date the **Tenant** will be obliged to pay damages to the **Landlord** at the rate of **USD 150/-** per day for every day the premises are occupied by the Tenant after expiry of the lease period or after the **Landlord** has terminated the agreement as provided herein above.

iii) If Tenant has paid the rent for 6 months and subsequently intends to terminate the agreement thereby giving notice to effect the termination than landlord will refund the rent for the excess period beyond notice period to Tenant. Such rent will be paid prior the notice for such termination expires.

- (d) To keep the interior of the demised premises including the decorations thereof and all the fixtures and fittings therein (and the windows and the glass thereof) and the doors thereof in good and substantial repair and condition and to deliver up the same to the **Landlord** on giving up possession of the demised premises, damage by fire and fair wear and tear excepted.

- (e) Forthwith to comply with any notice that may be given by the **Landlord** requiring any breach of any of the obligations on the part of the **Tenant** under the last preceding clause to be made good. **PROVIDED** that if the **Tenant** shall make default for a period of one month in complying with such notice it shall be lawful for the **Landlord** (but without prejudice to the right of re-entry hereinafter contained) to enter the demised premises and execute the repairs at the expenses of the **Tenant** in accordance with the provisions

hereof and the reasonable expenses of such repairs shall be repaid by the **Tenant** on demand.

- (f) Immediately before giving up possession of the demised premises whether upon the termination of the contractual term hereby granted or after retention of possession for any further period pursuant to statutory rights or otherwise and also of the contractual term hereby granted together with any such further period of retention of possession shall so long endure once in every year of the Tenant's possession of the demised premises in a proper and workmanlike manner to paint with two coats of good quality paint to the satisfaction in all respects of the **Landlord** such parts of the interior of the demised premises as have been previously or usually or which ought to be so treated. **PROVIDED** that the colour of such paint and distemper shall be previously approved by the **Landlord**.
- (g) To keep all taps baths washbasins water closets sinks cisterns domestic water heaters and waste and other internal pipes in or connected with the demised premises clean and in good order and repair and to keep in good order and repair all other pipes and all wires conduits fittings and apparatus within or exclusively serving the demised premises and used for or in connection with the services of water or electricity in the demised premises and to make good all damage occasioned to the demised premises or to any other part of the building through any breach of this obligation or through improper use by or the negligence of the **Tenant** or of any person for the time being in or using the demised premises in connection with any of the things aforementioned or through improper use by or the negligence of the **Tenant** or the servants or agents of the **Tenant** or of any person for the time being in or using the demised premises in connection with any of the things aforementioned or through the stopping up bursting overflowing or leakage of any of the said taps baths washbasins water closets sinks cisterns heaters pipes taps fittings and apparatus of any kind whatsoever for compliance with any notice served by the statutory water suppliers or the local sanitary or other competent authority.
- (h) To be responsible for all damage occasioned to the demised premises or any other part of the building or any adjacent or neighboring premises caused by any act of negligence of the **Tenant** or the servants agents licensees or invitees of the **Tenant**.
- (i) Not to place or expose for sale or otherwise or permit or suffer so to be upon or over the ground within the cartilage of the building any goods things or vehicles whatsoever nor to cause or permit any obstruction to the entrances passages and other common portions of the building or the said ground.
- (j) To observe and perform the rules and regulations specified in the SECOND SCHEDULE hereto or any reasonable modifications thereof or additions thereto made from time to time by the **Landlord** for the proper conduct of the building and of which notice shall be given to the **Tenant** in writing or left for the **Tenant** at the demised premises.
- (k) Not without the previous consent (such consent not to be unreasonably delayed or withheld) in writing of the **Landlord** to alter or interfere with the construction or arrangement of the demised premises or the fixtures or fittings therein belonging to the **Landlord** or for which the **Landlord** is responsible or alter or injure any of the walls floors ceilings wiring pipes or drains of the demised premises

PROVIDED ALWAYS THAT the **Tenant** shall subject to prior consent in writing of the **Landlord** having been obtained be permitted to erect or install such alterations or improvements in or additions to the demised premises as may be necessary or convenient for the **Tenant** in the use of the demised premises but all such alterations improvements and additions shall be removed prior to termination or expiration of the said term unless otherwise agreed with the **Landlord** in writing and the **Tenant**.

- (l) To permit the **Landlord** or its duly authorized agents with or without workmen at all reasonable times of the day with prior notice of atleast one day to enter the demised premises or any part thereof in order to inspect the state of repair and decoration thereof and to paint the outside of the demised premises or the building and generally to carry out therein or there from any repairs additions alterations or other work which may appear to the **Landlord** to be necessary or desirable to the demised premises or to the building.
- (m) Not to use or suffer or permit the demised premises to be used for any unlawful or immoral purpose or private residential premises for the use of the **Tenant** and the family of the **Tenant** and not to take in lodgers or paying guests.
- (n) Not to do or permit or suffer anything in the demised premises or the building which may be or grow to be a nuisance or annoyance to the **Landlord** or any lessee or **Tenant** thereof or affect the reputation of the building.
- (o) Within seven days of the service thereof to give full particulars to the **Landlord** of any notice order or proposal therefore given made or issued under or by virtue of any statute whether public or local or any regulation order or direction there-under or under the bye - laws of any competent authority.
- (p) To permit the **Landlord** during two months prior to the determination of the term hereby granted to affix a notice on a conspicuous part of the demised premises signifying that the demised premises are to be let and to admit persons to view the same on any week - day between the hours of nine a.m. and four p.m. during such period.
- (q) Not to sublease, transfer, assign, sell or part with the benefit of this lease or part thereof to any third party without prior written consent of the **Landlord** such consent not to be unreasonable withheld or delayed.
- (r) Not to store or bring upon the demised premises any articles of a specially combustible inflammable or dangerous nature and not to do or to suffer anything by reason whereof any insurance effected on the demised premises may be rendered void or voidable or whereby the rate of premium thereon may be increased and to comply with all recommendations of the insurers and fire authorities as to fire precautions relating to the demised premises.
- (s) To pay and make good to the **Landlord** all and every loss and damage whatsoever incurred or sustained by the **Landlord** as a consequence of every breach or non-observance of the **Tenant's** covenants herein contained and to indemnify the

Landlord from and against all actions claims liability costs and expenses thereby arising.

- (t) **To pay stamp duties as a lessee as per Stamp Duty Act. 1972 section 40 (e) and Article 34 and any subsequent amendments and deliver a true copy to the Landlord.**
- (u) To pay the withholding tax due from the rent payable on demised premises and deliver a copy of the **Tanzania Revenue Authority Remittance Advice Summary withholding tax on Rental Income form No. RA No. 05/ WT 505-R** payment receipt to the **Landlord** promptly as per **Income Tax Act of 2004 section 11 subsection 84(1)**. Non-compliance will be treated as a breach of the lease and the **Tenant** will be responsible for all consequences **directly** or **indirectly** arising there from.

3) The **Landlord** **HEREBY COVENANTS** with the Tenant

- (a) During the Tenancy of the agreement, and as long as the **Tenant** observes and perform the covenants herein contained to permit the **Tenant** to hold the demised premises and to occupy the same without any interruption by the **Landlord** or any person or persons lawfully claiming under or in trust for the Landlord.
- (b) To maintain repair renew cleanse repaint and redecorate and otherwise keep in good and Tenatable condition the structure of the building and in particular the roofs foundations and walls thereof but excluding nevertheless there-from all walls that are situate wholly within the demised premises except those portions of the building and facilities which are for common usage PROVIDED THAT the **Landlord** shall not be liable to the **Tenant** for any defect or want of repair hereinbefore mentioned unless the **Landlord** has had notice thereof nor in respect of any obligation hereunder that is to be construed as falling within the ambit of any to the **Tenant's** covenants hereinbefore contained.
- (c) To insure and keep insured the demised premises and Landlord's fixtures therein against loss or damage by fire and such other risks as the **Landlord** shall deem desirable.
- (d) The **Tenant** will only be responsible for insuring movables and Air-conditioners belonging to him on the leased premises.
- (e) During the continuance of the said term to keep the exterior portions of the premises in good and tenatable repair and condition and remedy any major or structural fault or faults or construction affecting the convenient and proper use or occupation thereof provided such faults are not attributable to neglect on the part of the **Tenant** or his agents or employees.
- (f) The **Landlord** shall maintain in good condition and working order the **AIR CONDITIONERS** referred in the First Schedule to this Agreement.
- (g) The **Landlord** shall endeavor to maintain in good condition and working order a standby working generator and **Tenant** shall pay for metered electricity provided for the premises.

(4) **PROVIDED AND IT IS HEREBY AGREED AS FOLLOWS:**

- (a) If any rent or other payment or any part thereof shall remain unpaid for fourteen days or upwards after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any covenant on the part of the **Tenant** then the **Landlord** may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall be determined but without prejudice to the rights of the **Landlord** in respect of any antecedent breach of any covenant or obligation on the part of the **Tenant** herein contained.
- (b) No liability shall attach in respect of any breach of any positive covenant (other than covenants for the payment of money) on the part of the **Landlord** or the **Tenant** herein contained or implied so long as they shall be prevented from performing the same by statutory restrictions non-availability of labour or materials or matters beyond their control except that if such breach shall occur as aforesaid the **Landlord** or the **Tenant** as the case may be shall remedy such breach immediately conditions permit and in the event of any such breach of a covenant on the part of the **Tenant** not having been remedied before the expiration or sooner determination of the term here by granted the **Tenant** shall forthwith upon such expiration or sooner determination pay to the **Landlord** such an amount as shall be necessary to remedy such breach as aforesaid.
- (c) Notwithstanding anything herein contained the **Landlord** shall not be liable to the **Tenant** nor shall the **Tenant** have any claim against the **Landlord** in respect of any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the **Landlord's** control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel materials water or labour.
- (d) The **Landlord** shall be entitled to let any other part or parts of the building subject to any terms or conditions the **Landlord** may think fit and nothing herein contained shall be deemed to create a letting scheme for the building or any part thereof and neither the **Tenant** nor the persons deriving title under the **Tenant** shall have the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any present or future **Tenant** of any part of the building.
- (f) In case the demised premises or any part hereof shall at any time during the said term be so damaged or destroyed by fire or act of God or force-majeure or other risk against which the **Landlord** shall have insured as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the **Tenant**) the rents hereby reserved or a fair proportion thereof according to nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use and any dispute with reference to this proviso shall be referred to arbitration in accordance with Arbitration Ordinance aforesaid an any statutory modification or re-enactment thereof for the time being in force.

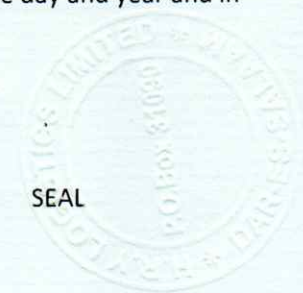
- (g) Any notice under this lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for him at the demised premises (if he be the Tenant) or at his last known place of abode, or by sending it by registered post or the recorded delivery service to such premises or place; and in the case of a notice to be served on the **Landlord** it may be served in like manner upon any agent for the **Landlord** duly authorized in that behalf.
 - (h) It is hereby declared that each of the **Tenant's** covenants herein contained shall remain in full force both in law and equity.
 - (i) The Tanzanian Laws shall in all respects govern this Lease Agreement.
- (5) If the **Tenant** shall be desirous of taking a lease of the demised premises for a further term of year from the expiration of the term hereby granted at the rent and on the term and conditions hereinafter mentioned and shall **not less than three months** before the expiration of the term hereby granted give to the **Landlord** notice in writing of such his desire and if he shall have paid the rent hereby reserved (hereinafter called the current rent) and he shall have reasonably performed observed stipulations herein contained and on his part to be performed and observed up to the expiry of the Tenancy hereby created then the **Landlord** will let the demised premises to the **Tenant** for a further period under terms to be agreed between the **Tenant** and the **Landlord** from the date following the date of expiry of this present lease at a rent to be determined by mutual consent.

6. Settlement of Dispute:

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act (Cap. 15). Arbitration will be undertaken by three Arbitrators, one Arbitrator to be appointed by each of the parties in dispute and an umpire appointed jointly by the Arbitrators appointed by the disputing parties. In the event that the two Arbitrators fail to reach agreement on the identity of the umpire or if one party fails to appoint an Arbitrator, then in either such case the appointment of the umpire or the non-appointing party's Arbitrator (as the case may be) shall be undertaken by the Chairman for the time being of the Tanzania Institute of Arbitrators. The place of arbitration shall be Dar es Salaam and the language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year and in the manner herein after appearing.

SEALED with the common seal of the said
HRY LOGISTICS LTD and
DELIVERED in the presence of us
Thisday of..... 2021



SEAL

Signature 

Postal Address P.O. Box 31090 DSM

Qualification MANAGING DIRECTOR

Signature S. Ubeid

Postal Address P.O. Box 31090 DSM

Qualification OPERATION MANAGER

SEALED with the common seal of the said
APEX TOWERS LTD and
DELIVERED in the presence of us
Thisday of..... 2021




SEAL
APEX TOWERS LTD
P. O. Box 4267
DAR ES SALAAM

Signature 

Postal Address P.O. Box 4267, DSM

Qualification Managing Director

Signature 

Postal Address Po Box 4267, DSM

Qualification Accountant

- (c) Shall not waste or permit to be wasted any water in the demised premises.
- (d) Shall not leave any bicycle or other vehicle nor deposit or permit to be deposited any goods parcels cases refuse litter or any other thing in or upon the staircase yards passages or any other part of the building nor do or suffer to be done any act or thing in the building or any part thereof to the annoyance or injury of the **Landlord** or other **Tenants** of the building or of adjoining premises.
- (e) Shall not cause any obstruction in or on the approaches private roads or passage ways adjacent to the building by leaving or parking or permitting to be left or parked any motor car motor cycle bicycle or other vehicle belonging to or used by the **Tenants** or occupiers of the demised premises or by any of their friends servants or visitors, and shall also observe all regulations made by the **Landlord** relating to the parking of such vehicles.
- (f) Shall not permit any mats or other material to be shaken out of the windows or doors of the demised premises.

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THIRD SCHEDULE

(Referred to in Clause 2(d))

The under noted charges shall be paid yearly in advance for the tenancy agreement period.