

# LEASE AGREEMENT

THIS LEASE is entered into on this 24<sup>th</sup> day of November 2023.

## BETWEEN

**MR ANDO ROOFING PRODUCTS LTD** of P.O. Box 20653 Dar es salaam (hereinafter called the "Lessor" which expression shall where the context so admits include his successors and assign of part. With Plot Number 6-7/21-26, Tegeta Kinondoni Dar Es Salaam hereinafter referred "the Lessor "of the other part;

## AND

**M/S AICE ICE CREAM TANZANIA COMPANY LIMITED** of P.O. Box 31145 Dar es Salaam and is a private company incorporated with limited liability in united Republic of Tanzania (hereinafter referred 'the Lessee ') on the other part.

## WHEREAS:

- A. The lessor is the owner of Godown consisting of 1200 square meter and Office room measured 225 square meter which generally make 1425 square meter located on plot No 6-7/21-26 Tegeta Kinondoni Municipality.
- B. The Lessee is desirous of taking on lease the said Godown for the said consideration and upon the terms and conditions hereinafter appearing; and
- C. The Lessor and Lessee have negotiated and agreed on the said terms and conditions and now wish to record their said agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### 1. COMMENCEMENT & DURATION

- i. The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor the said Godown for a period of **Three (3) Year** (the Lessor Terms) with option to renew the lease Term by consent of both parties to the lease agreement.

This Agreement will be officially start from 11/12/2023 to 10/12/2026.

### 2. RENT PAYABLE

- i. The consideration for the lease of said land shall be \$. 3 (United States Dollar **Three Only**) per square meter which make \$ 4275 (United States Dollar Four

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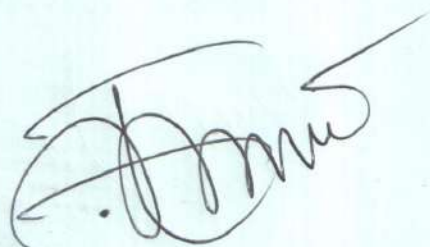
- i. **Thousand Two Hundred Seventy Five only,)** for all leased square meter per month, whereby rent shall be payable after every six months which is \$ **25,650 (United states dollar Twenty Five Thousand Six Hundred Fifty Only).**

Payment to be made to M/S Ando Roofing Products, Account Number 0250043813900, CRDB Bank Tower Branch.

The agreed Rent Amount are Taxes exclusive which it will be paid separate by Lessee.

**3. THE LESSEE COVENANTS WITH THE LESSOR:**

- a) To pay the rent punctually as herein provided.
- b) To pay withholding tax and provide receipt to the lessor within 30 days.
- c) To pay **STAMP DUTY FEES** in connection with the preparation, execution and the validation of the lease agreement.
- d) To pay for utilities including installation cost for water supply system, electricity system and other utilities installation costs.
- e) To hire their own security for the premise that they are renting.
- f) To not assign, sublet or part with possession of the Demised Premises or any part thereof without the written consent of the Lessor.
- g) To permit the Lessor and/or his agents with or without workmen at the reasonable time of the day and after reasonable notice to Lessee in that respect to enter into Demised Premised to inspect and/or to execute major repairs damages caused by natural circumstances (without Lessee fault) to the Demised premises.
- h) To use the Dismissed Premises for producing ice cream only, but the lessee may use the leased premises for any purpose upon obtaining the prior consent from the lessor.
- i) To live in harmony with, and not to cause any nuisance to the occupants of neighboring residences and observe relevant municipal laws and regulations.

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- j) To keep the Demised premises in good state repair and condition (reasonable wear to tear expected) and paint the premises and repair all breakages and damages as required by health or other municipal authorities.
- k) Not to make any alterations or addition to Demised premises without the written consent of the Lessor, such consent is not unreasonably withheld or delayed.
- l) To surrender vacant possession of the Demised premises to the Lessor on the expiry of the Lease Term, or any subsequent renewal thereof, in a clean and good tenable condition with all the modifications intact.
- m) To ensure that all outstanding bills for electricity and water are proved paid before vacating the demised One week before vacating the Demised Premises.
- n) To take reasonable care for ensuring all time the rented compounds are clean within and outside of the rented compound.
- o) To hire their own security for the premise that they are renting.

**4. THE LESSOR HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:**

- i. The lessee performing the obligations on its part herein contained shall peacefully enjoy the occupation of the Demised Premises during the Lease term without any interruption from the Lessor or any person rightfully claiming under or in trust for the Lessor.
- ii. To pay Land rent and other statutory charges in respect of the Demised Premises.
- iii. That, the Lessor shall ensure that, the demised premises are in good and habitable condition e.g., leaking roof before handing it to the Lessee likewise Lessee upon the termination or expiration of Lease Terms shall ensure the Demised Premises is in Reasonable working condition before handing it back to the Lessor.
- iv. Lessor shall be responsible for repairing the transformer if the problem is not cause by the Lessee.

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**5. THE LESSOR AND THE LESSEE HEREBY FURTHER AGREED AND DECLARE THAT;**

- i. The Lessee shall not be allowed to modify, add or correct new structures on the Demised premises without prior permission from the Lessor.

**6. INSURANCE**

- i. The Parties expressly agree that if the Lessee conducted business classified as hazardous activities, he will be liable to insure the demised properties and its properties against fire, if the Lessee business is non- hazardous in nature the Lessor shall be liable to insure his demised property.

**7. DEFAULT**

- i. In the event of Lessee default in paying rental or any other payment when due hereunder within ten days after written notice from Lessor of such default, The Lessor at any time thereafter and without any further notice or demand may re-enter the demised premises and take possession and take all the Lessee belonging out of the godown and keep them to the brokers at the Lessee's cost until they settle.

**8. TERMINATION OF THE LEASE**

- i. The Lessor shall be entitled to terminate this Lease Agreement in the event of the Lessee committing a breach of the terms and conditions contained in this Lease Agreement to be observed and performed by the Lessee by giving Lessee notice of one (month) to remedy the breach and if he does not comply the Lessor shall terminate this Lease Agreement.
- ii. **EITHER PARTY** shall have the option to terminate the Lease Agreement by giving other party three months advance notice in writing by assigning good or sufficient reasons whatsoever; at any time during the term.
- iii. Any notice under this lease shall be in writing and shall be sufficiently served on the Lessee if addressed to it and delivered to or left on the Demised Premises and any notice to the Lessor shall be sufficiently served if addressed to them **AND** any notice posted shall be deemed to have been served within six days following that on which it is posted.

**9. RENEWAL OF THE TERM OF THE AGREEMENT**

- i. In the event that Lessee shall desire to renew the Lease Term after expiration of Lease Period which is One year the Lessee shall give the One months' notice of



the Lessee's intention to renew the Lease Term on the different terms and conditions or terms to be agreed by both parties to lease agreement hereto.

- ii. Any notice served pursuant to this Lease Agreement may be served by the same to the above given postal address, email Address or prepaid envelope by physical dispatch delivery. A notice to the Lessee may be served by delivering it at the Demised Premises
- iii. The term of this Lease Agreement may be varied by mutual agreement of parties which shall be confirmed by written record.

#### **10. ARBITRATION**

Any dispute or difference between the parties hereto including any inability or failure to agree the current market rental on the exercise of any option for the renewal of the demised term shall be decided by arbitration in accordance with the provisions of the Arbitration Act (CAP 15 R.E 2002) or any statutory modification thereof or any Act for the time being amending or replacing the same.

#### **11. GOVERNING LAWS**

The Parties expressly agree that, for all matters arising hereunder, this Lease Agreement shall be governed by the laws of the united Republic of Tanzania, whenever disputes arises concerning the leased premise shall be resolved amicably upon failure then the matter shall be taken to court of law

#### **12. SURETYSHIP**

By their signatures to this Agreement, the Lessee and lessor acknowledge themselves to be truly and lawfully bound to the terms and conditions in the manner hereinafter appearing"

#### **13. FORCE MAJEURE.**

Neither party shall be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond parties reasonable control.

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a either party and which makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible under the circumstances and includes, but is not limited to Government Gazette Notice, war, earthquakes, fire, explosion, storm flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where

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such invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

#### **14. AMENDMENTS AND WAIVERS.**

No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by Lessor and the Lessee. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.

#### **15. CONFIDENTIALITY**

Parties mutually undertake to treat all information, particularly concerning the content of the Agreement, product specific information and business and trade secrets, with the strictest confidence and to keep them secret from third parties.

#### **16. ENTIRE AGREEMENT**

This agreement contains all covenants, stipulations and provisions agreed by both Parties. No agent or representative of either party has authority to make any changes and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not stated herein.

#### **17. MISCELLANEOUS PROVISIONS:**

Any provision of this agreement, which is or may become prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions.

**IN WITNESS WHEREOF** the Lessor and the Lessee have executed these presents on the day hereinbefore appearing:

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SIGNED and DELIVERED by the said

M/S ANDO ROOFING PRODUCTS LTD who is personally known to me /identified to me by .....The latter being known to me personally, in my presence this 24<sup>th</sup> day Of Nov: 2023.



Signature :

*[Handwritten signature]*

Name :

Erick A. Maimu

Postal Address :

20683 D.SM

Qualification :

Before me:

Name:

Noel Mabugu

Signature :



Postal Address:

Qualification:

SEALED with the COMMON SEAL OF

M/S AICE ICE CREAM TANZANIA COMPANY LIMITED

and Delivered in our presence this .....day of .....2023



Signature :

*[Handwritten signature]*

Name :

LIU HUA XU

Postal Address :

Qualification :

BEFORE ME

Name

Noel Mabugu

LESSEE

Signature

Postal Address

Qualification

Date

  
  
20/11/2023

The image shows a notary seal for NGEL MABUGA, an Advocate, Notary Public, and Commissioner for Faith, located in Dares Salaam, P.O. Box 2768. The seal is circular with a star at the top. The handwritten signature is written over the top part of the seal. The date 20/11/2023 is written at the bottom of the seal area.