

LEASE AGREEMENT

STARTS ON THIS 1st DAY OF OCTOBER 2018

B E T W E E N

MYLOCALWAREHOUSE LIMITED

"The Lessor"

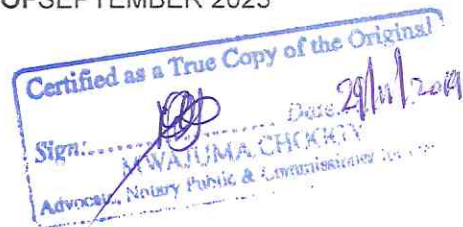
A N D

BARAKA AGRIBUSINESS DEVELOPMENT SERVICES COMPANY LIMITED

"The Lessee"

EXPIRING 30TH DAY OF SEPTEMBER 2023

DRAWN BY:
MYLOCALWAREHOUSE LIMITED
P. O. Box 5421
Dar es Salaam
Tanzania



THE LAND ACT, No. 4 OF 1999S.64 and PART IX

LEASE AGREEMENT

THIS LEASE STARTS on the 1ST day of OCTOBER 2018 BETWEEN

MYLOCALWAREHOUSELIMITED, a limited liability company incorporated in Tanzania having its registered office in Dar es Salaam of Post Office Box 5421 (hereinafter called "the Lessor" which expression shall where the context so admits include its successors and assigns) of the one part

AND

BARAKA AGRIBUSINESS DEVELOPMENT SERVICES COMPANY LIMITED, of Tax Identification Number (TIN) 127-735-425 incorporated in Tanzania having its registered office in Dar es Salaam (hereinafter called "the Lessee" which expression shall where the context so admits include its successors and assigns) of the other party.

THIS LEASE AGREEMENT WITNESSETH as follows:

1. **IN CONSIDERATION** of the rent and the Lessee's covenants hereinafter reserved and appearing the Lessor hereby LEASES to the Lessee the WAREHOUSEPREMISES (hereinafter called "The Said Premises") on Plot No.95/96 at Vingunguti Industrial Area for a term of 5 YEARS starting from 1ST day of OCTOBER 2018 to 30TH day of SEPTEMBER 2023, renewable with mutual consent subject nevertheless to the provisions for re-entry as hereinafter appearing yielding and paying therefore during the term hereby created.
 - a) The rent will be **United States Dollars \$1,000 (ONETHOUSAND ONLY)** per month, all payable 3 months in advance without any deduction whatsoever save the statutory Withholding Rent Tax while in force, the first such payments becoming due on or before occupation of the said premises but not later than 1ST day of OCTOBER 2018. Payment equivalent in Tanzanian Shillings will be accepted at the rate ruling on the date of payment.
 - b) Value Added Tax when and where applicable on the said rent shall be added into the payments. The amounts of the tax so paid being shown in the Tax Invoice to be issued by the Lessor to the Lessee.
 - c) As per the Tanzania Revenue Authority (TRA) requirement, Stamp Duty in the amount of 1% of one year's annual rent is to be paid by the lessee before the lease can be legally bound. Please note if the stamp duty is not paid within 30 days of the contract date there is a penalty enforced by the TRA and the tenet will be responsible to pay any additional charges that may arise.
 - d) As per the Tanzania Revenue Authority (TRA) requirement The Withholding Tax is to be paid by the lessee/tenant to the TRA and a copy of the withholding tax certificate to be given to the lessor. The copy of the withholding tax payment should accompany the payment for the given period.
 - e) All electricity charges to be paid according to the units consumed at the rate of Tanesco with service charges + Vat at 18% REA at 3% and EW at 1% which is what Tanesco charges. Customers using less than 50 units of electricity per month will not be charged. Customers using more than this will be charged a service fee of 15,000 TSH per month plus the meter units used.

- f) Securities provided by the lessor include security guards, and electric wire fencing. However, **Insurance of all goods and assets** stored in the said premises is the **sole responsibility of the Lessee**. In an event of a theft occurring on the said premises, the **lessor is not responsible** for any stolen goods or assets and it is the sole responsibility of the lessee to insure their assets and goods.
- g) The lessor is not responsible for any loss of goods or business suffered by the lessee in the case of any natural disaster or acts of God occurrence including but not limited to flood, hurricane, earthquakes, tsunamis.
- h) The rent will be renegotiated with mutual consent if the lease is extended.

2. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:

- a) To pay the rent in advance in the manner herein provided and not to withhold the rent for any reason during the said term.
- b) Not to use the said premises other than for purpose of carrying out the Lessee's Licensed and authorized business but excluding any such business which would invalidate the insurance policy or increase premium payable on the property.
- c) Not to assign, sub-lease or part with the possession of the said premises or any part thereof without written consent of the landlord but such consent shall not be unreasonably withheld or delayed.
- d) To maintain the interior of the said premises including all fixtures, fittings and installations forming part of the said premises in good tenable repair and condition as the said premises are at the commencement of the Lease Agreement, fair wear and tear excepted.
- e) Not to make any non-structural or internal alteration or additions, to the said premises without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed and may be given with or without conditions.
- f) Vehicles should not be put anywhere else for parking except the appropriate space, which is appointed by the Lessor, if any. When offloading, vehicles should not block any routes going in and out of the premises as well as any other warehouse blocks, which are not rented by the same lessee.
- g) Not to make or suffer to be made any alterations or improvements in or addition to the structure of the said premises nor to commit or permit or suffer any spoil or destruction in or upon the said premises nor to cut maim or injure or suffer to be cut maimed or injured any structural parts, fixtures, fittings or installations thereof in the said premises and to report in writing to the Lessor any wants of reparation of the structure and external parts of the said premises.
- h) To permit the Lessor or its employees or authorized agents or representative's at all reasonable times with or without workmen to enter upon the said premises and view the state and condition thereof and to carry out repairs and other work in accordance with the Lessor's covenants hereinafter contained.
- i) The Lessee shall have given to the Lessor in writing of any defects, decays or wants of reparation found up in the said premises. Strictly no repair works will be carried out by the Lessee without prior approval from the landlord.

- j) To keep the said premises and its surrounding neat and clean to the satisfaction of the Lessor, its employees or its duly authorized agents till delivery of possession of the said premises to the Lessor.
- k) Not to create or permit any willful noise or disturbances in the said premises or use or permit to be used the said premises in a way which would create nuisance, annoyance, disturbance, injury or damage to the Lessor, the public, neighbours or adjoining Lessees.
- l) To make good expense both material damage and labour costs for all damages caused to the said premises and/or the Lessor's facilities for common use outside the said premises occasioned through the fault, neglect or misuse by the Lessee, its employees or the occupants under the Lessee's responsibility.
- m) The Lessee shall at all times comply with all laws, by-laws and regulations in respect of occupation, health and fire appliances and precautions in relation to the said premises.
- n) Not to do or suffer to be done anything on the said premises which may render any increase or extra premium payable on the insurance of the building against fire or which may make void or voidable any policy or such insurance held by the Lessor and not to store any petrol or inflammable and hazardous materials on the said premises in excess of the amount if any set in any such policy and in the event of any breach of this covenant by the Lessee to repair, reinstate or pay to the Lessor by way of compensation any amount representing the loss or to reimburse the Lessor all sums paid out by the Lessor by way of increased or extra premium.
- o) Not to affix, erect, exhibit or permit or suffer so to be upon any part of the exterior of the said premises or the building or display through any window of the said premises any placard sign or advertisement except any sign permitted in writing by the Lessor.
- p) Not to erect any pole, mast, satellite dish, wire antenna or aerials (whether in connection with telephone, television, radio, electronic communication or otherwise) on the said premises or the building without the prior written consent of the Lessor.
- q) To notify the Lessor and provide such security arrangements as shall be deemed necessary by the Lessor should the Lessee cease to occupy the said premises continuously for more than one month.
- r) The lessee shall be allowed to install or use in or upon the said premises any electricity generator set provided it does not cause noise or vibration such that it can be heard or felt in the adjacent premises or outside the said premises or which is likely to cause structural damage.
- s) Not to install ventilation equipment in the said premises except in accordance with the regulations set for such purpose by the Lessor from time to time.
- t) To keep in the said premises proper and adequate receptacles for collection of refuse and to ensure that the same are properly and regularly emptied.

To yield up at the expiration or sooner termination of the term the said premises with fixtures, fittings and installations forming part thereof in good tenable condition reasonable wear and tear accepted. Provided that the Lessee shall pay a sum equivalent to any loss of rent incurred by the Lessor during such period as shall have been required for the carrying out of works at the expiration or the termination of the term in the event of any breach of covenant

- u) To yield up at the expiration or sooner termination of the term the said premises with fixtures, fittings and installations forming part thereof in good tenantable condition reasonable wear and tear accepted. Provided that the Lessee shall pay a sum equivalent to any loss of rent incurred by the Lessor during such period as shall have been required for the carrying out of works at the expiration or the termination of the term in the event of any breach of covenant by the Lessee in respect of maintenance and repairs herein contained. To give up all the keys of the said premises to the Lessor and remove all signs erected by the Lessee and make good immediately any damage caused by such removal while yielding up the said premises.
- v) To be responsible for and indemnify the Lessor against all damages occasioned to the said premises or any part of the building or the common facilities provided by the Lessor to the Lessees or any adjacent or neighboring premises or to any person within the building caused by fault or default or neglect of the Lessee or the employees licensees or invitees of the Lessee.
- w) To observe all reasonable rules and regulations formulated by the Lessor from time to time for proper management of the building.
- x) Not to permit or cause any obstruction of the entrances, passages, fore court, or any other common parts of the building or cause nuisance and annoyance in the use thereof.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- a) That the Lessee paying the rent hereby reserves and performing all covenants and stipulations herein on its part shall hold and enjoy quiet possession of the said premises during the term hereby created without any unlawful interruption or disturbance from or by the Lessor or any person rightfully claiming under or in trust for the Lessor.
- b) To maintain, repair, renew, cleanse and repaint and otherwise keep in good and tenantable condition:
 - i. The structure of the building including main walls, roofs, foundations, timbers, drains and to do such structural repairs as may be necessary to the said premises, but excluding nevertheless wherefrom the internal faces of the walls situate wholly within and enclosing the said premises.
 - ii. The boundary walls, fences, all sewers, drain gutters and sanitary pipes which serve the building.

4. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:

- a) That if any of the covenants on the Lessee's part herein contained shall not be performed or observed, then it shall be lawful for the Lessor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and then this Lease Agreement shall absolutely determine but without prejudice to any right or action of the Lessor in respect of any breach of the Lessee's covenants herein contained. A notice of three months will be given to either party in case it has been decided to abrogate the agreement.
- b) That if any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction of this Lease Agreement or concerning anything herein contained or arising out of this Lease

Agreement or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each of the parties hereto or by its representatives or assigns in accordance with and subject to the provisions of the Arbitration Ordinance Cap. 25 of the Laws of Tanzania.

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

Sealed with the Common Seal of **MYLOCALWAREHOUSE LIMITED** and delivered in the presence of us this _____ day of _____

SIGNATURE: _____
NAME: Hitali Buzi
POSTAL ADDRESS: PO Box 5421
Dar
QUALIFICATION: Director



STAMP

SIGNATURE: _____
NAME: _____
POSTAL ADDRESS: _____
QUALIFICATION: _____

Sealed with the Common Seal of **BARAKA AGRIBUSINESS DEVELOPMENT SERVICES COMPANY LIMITED** and delivered in the presence of us this _____ day of _____

SIGNATURE: _____
NAME: AHMAO GHADDAR
POSTAL ADDRESS: 8812
DSM
QUALIFICATION: DIRECTOR

BARAKA AGRIBUSINESS DEVELOPMENT
SERVICES COMPANY LTD
P. O. Box 8812
DAR-ES-SALAAM
TANZANIA
STAMP

SIGNATURE: _____

