

LEASE AGREEMENT

Dated the 1st of July 2023

BETWEEN

M/S ARUSHA SUNDRIES LTD

(the “Lessor”)

AND

BRIGHT SUN LOGISTICS LTD

(The “lessee”)



THIS LEASE AGREEMENT made this 1st day of July 2023

BETWEEN

M/S ARUSHA SUNDRIES LTD of P.O BOX 896, Arusha (herein after “the lessor” which expression Legal Representatives, Agents, Assigns and Successors in title) of the one part;

AND

BRIGHT SUN LOGISTICS LTD, a Limited Liability Company of P.O BOX 896, Arusha (herein after “lessee” which expression and when the contest so admits shall include its legal representative, agents, assigns and successors in title), of the other part.

WHERE AS

1. The lessor is the owner of the premises comprised in the landed property known as Plot No 60, Themu Industrial area, Arusha consisting of a workshop section with office block and an open yard for the parking of trucks and trailers.
2. The Lessor has agreed to lease out the above yard with workshop and office block (herein after referred to as demised premises) to the lessee to hold and enjoy the same commercial purposes on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS follows;

3. The Lessor hereby demises unto the Lessee ALL THAT demised premises for a period of five years commencing on the 1st day of July 2023 to 30th June 2028 and THEREFORE for the said term the consideration of Tanzanian shillings Six million only per month plus VAT (herein after referred to as “the Rent”) to be paid quarterly in advance.
4. After one year the parties agree to negotiate the rent to reflect the rent rates at that time.
5. The Lessor shall hand over vacant possession of the demised premises to the Lessee upon the execution of this Agreement.
6. At any such time not later than three months before this lease expires, the lessee may serve a notice to the lessor signifying his intention to renew this lease term at the time of expiry of this lease if he so wishes.

7. THE LESSEE HEREBY CONVENATS with the LESSOR;

- i. To pay all rates, taxes and other charges for the use of water electricity and telephone in respect of the demised premises during the said term, EXCLUDING property tax hereinafter becoming payable in respect of the demised property.
- ii. To permit the Lessor and his agents and other persons authorized in writing by the Lessor to enter the demised premises at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenant hereinbefore or hereinafter contained.
- iii. Not to do anything that invalidate the policy of insurance against fire or that which may increase the premium in respect of the demised premises and to pay to the Lessor sums paid by way of insurance premium., and any expenses incurred by the Lessor due to Lessee's breach of this covenant.
- iv. Not to assign, sublet or part with the possession of the demised premise hereby demised without the written consent and permission of the Lessor.
- v. To comply with the City Council, Municipal Council and Health regulations relating to the demised premises
- vi. Not to do or permit to be done upon the demised premises anything which shall contravene any law or regulation.
- vii. Not to use the demised premises in a way would create nuisance or any damage to the public neighbors.
- viii. Not to demolish, change, alter, renovate, construct or modify anything on the demised premises and the land thereon, without the written consent and permission of the lessor.

8. THE LESSOR CONVENATS WITH THE LESSEE AS FOLLOWS:

- i. To ensure and keep insured the demises premises against loss or damage by fire and such other risks as the Lessor shall deem desirable or expedient.
- ii. To keep the exterior and the main structure of the demised premises in good repair and on receipt of notice from the lessee remedy the faults.

- iii. The lessee paying the rent hereby agrees upon observing and performing the covenants and stipulations herein on the Lessee contained shall peacefully hold and enjoy the demised premises during the term created without interruption by the Lessor.
9. PROVIDED ALWAYS and it is hereby agreed as follows
Whenever any part of the rent hereby agreed upon shall be in arrears for three months
 - i. After the due date or a breach of any of the covenants by the lessee herein contained the Lessor may re-enter the demised premises and terminate the lease.
 - ii. That the tenancy hereby created shall terminated at the option of either party by giving the other party a three months notice in writing. Within the said period of 1 year.
 - iii. That if the Lessor gives notice in writing to the Lessee as above, without reasonable cause and where the Lessee has not breached any of the covenants in this lease agreement, the Lessor shall pay the Lessee, such amount of profit expected from the commercial benefits including goodwill and any additional sums that shall be determined by the parties to be just as compensation.
10. That any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor or his agents through the post.

IN WITNESS WHEREOF the Lessor and the Lessee has hereto signed this deed on day, month, year and the manner as herein after appearing.

SEALED AND DELIVERED at Arusha

By the said ARUSHA SUNDRIES LTD

This 1st day of July, 2023.

Witness:

NAME: Harleen Kaur

SIGNATURE: Harleen Kaur

POSTAL ADDRESS: P.O. Box 896

IThermi Industrial Area,
Arusha

QUALIFICATION:



[Signature]
.....
CEO

SEALED AND DELIVERED at Arusha

By the said BRIGHT SUN LOGISTICS LTD

This 1st day of July, 2023.

Witness:

NAME: Amela Julius Kimani

SIGNATURE: [Signature]

POSTAL ADDRESS: P.O. Box

856 - Arusha

QUALIFICATION:



[Signature]
.....
Director

