

LEASE AGREEMENT

STARTS THIS 1<sup>ST</sup> DAY OF February 2023

B E T W E E N

TANZANIA GYPSUM LTD

*"The Lessor"*

A N D

-----CANOPUS ENERGY SOLUTIONS COMPANY LTD-----

*"The Lessee"*

EXPIRING 31<sup>ST</sup> DAY OF January 2024

DRAWN BY:  
Tanzania gypsum ltd  
P. O. Box 23198  
Dar es Salaam  
Tanzania

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

## LEASE AGREEMENT

THIS LEASE STARTS on the 1<sup>ST</sup> day of February 2023 BETWEEN

TANZANIA GYPSUM LTD, a limited liability company incorporated in Tanzania having its registered office in Dar es Salaam of Tax Identification Number (TIN) 104-968-554 (hereinafter called "the Lessor" which expression shall where the context so admits include its successors and assigns) of the one part

**AND**

CANOPUS ENERGY SOLUTION COMPANY LTD, a limited liability company incorporated in Tanzania having its registered office in Dar es Salaam of Tax Identification Number(TIN)

140-743-186(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 part of the warehouse (hereinafter called "The Said Premises") on Plot No.92 LIGHT INDUSTRIAL MIKOCHENI AREA IN KINONDONI, Ground floor 336 m2 warehouse for a term of 12 month starting from 1<sup>st</sup> day of February 2023 to 31<sup>st</sup> day of January 2024. 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 \$14,400 ( fourteen thousand four hundred only) vat exclusive** per year , all payable **twelve months advanced (18% vat exclusive)** 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 1<sup>st</sup> day February 2023. Payment equivalent in Tanzanian Shillings will be accepted at the rate ruling on the date of payment.
  - b) Value Added Tax 18% 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) The Withholding Rent Tax is to be paid by the lessee to the Tanzania Revenue Authority (TRA) and the receipt of payment to be given to the lessor.
  - d) Stamp Duty of 1% to be paid by the lessee before the lease can be legally bound.
  - 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.
  - f) Insurance of the goods and any 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.
  - g) Service charges(security & cleaning etc) are not inclusive.
  - 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 it's 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.
- 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 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 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 or stamped with the Common Seal of TANZANIA GYPSUM LIMITED and delivered in the presence of us this \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: WUKI AOMEI

POSTAL ADDRESS: 23198 DSM

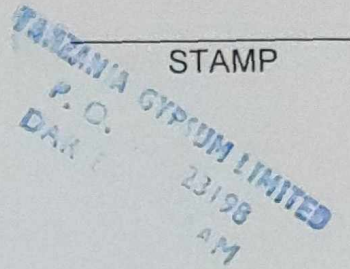
QUALIFICATION: DIRECTOR

SIGNATURE: \_\_\_\_\_

NAME: MWITA JACKSON EZERIEL

POSTAL ADDRESS: 23198 DSM

QUALIFICATION: RENTAL OFFICER



Sealed or stamped with the Common Seal of CANOPUS ENERGY SOLUTIONS COMPANY(LTD) and delivered in the presence of us this \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: JAMILA IBRAHIM

POSTAL ADDRESS: 34786

QUALIFICATION: SALES ASST. MANAGER

SIGNATURE: \_\_\_\_\_

NAME: TICHAER L. DROIG

POSTAL ADDRESS: 02389 DfK

QUALIFICATION: ASSOCIATE

