

AGREEMENT

BETWEEN

ABDALLA SALIM BATHAWAB

AND

INTEGRITY LOGISTICS TANZANIA LIMITED

FOR LEASE OF PLOT NO: 109 BLOCK: "C"

TITLE NO. 186080/43

CHANG'OMBE INDUSTRIAL AREA

TEMEKE

DAR ES SALAAM

Drawn by:

EMMANUEL H. HYERA (Advocate)

HYERA LAW CHAMBERS,
KARIAKOO-MUHONDA STREETS
HOUSE NO. 24.2ND FLOORS
NEAR BUTTERFLY HOTEL
P.O.BOX 22552 / 0762 565 655 / 0684-761 205
DAR ES SALAA.



CONTRACT FOR LEASE

AGREEMENT dated this.....23rd.....day of.....September.....2019

BETWEEN

ABDALLA SALIM BATHAWAB of P.O.BOX 1117 DAR ES SALAAM (here in called the "**Landlord**"). Which expression shall, deriving title under and /or personal representatives and successors of the one Part.

AND

INTEGRITY LOGISTICS TANZANIA LIMITED of P.O.BOX 6517 Dar es Salaam, Tanzania (here in after called the **Tenant** which expression shall, where the context so admits, include persons deriving title under and /or personal representatives and successor) of the other part.

WHERE BY IT IS AGREED as follows;

- A. The **Landlord** hereby LETS and the **Tenant** is willing to **RENT** the property comprised under the title from the Landlord for a period of Ten years (10yrs) from the date of execution of this Lease Agreement (*hereinafter referred to as the tenancy period*).
- B. The Landlord has good and sufficient power, authority and right to enter into this Agreement and to complete the transaction;
- C. The Landlord is the lawful Owner and is entitled to lease his property on the terms of this Agreement.

WHEREFORE:

1. THAT, the **Landlord** is the lawfully owner of the plot No. 109 Block No. "C" with title deed No. 186080/43 within Chang'ombe Industrial area Temeke, Dar es Salaam hereinafter shall be referred as "area, plot or compound" and is willing to lease to the **Tenant** from 1ST day of January 2020 (here in after called the effective date) for a period of Ten years from the Effective date at the total monthly rent of USD 2500/= equivalent to Tshs per exchange rate of the particular date of payment.

2. THAT, the rent shall be paid in two installments per each year whereby each 1st March and 1st August each year (from 1st January 2020 to 31 December 2029) shall be termed as agreed or remittance date and the same payment arrangements shall continue after every six months starting from 1st day of January 2020.
3. THAT, the Tenant and Landlord has agreed to construct a one Storey building within the said compound at the costs of Tshs.170, 000,000/= (Equivalent to 74,000 USD) whereof the Tenant shall finance the construction project by paying the rent advance of One Hundred and seventy Million Only (Tshs170, 000,000/=) equivalent to (\$74,000) as it is hereby agreed by both parties that the said amount of 170,000,000/= shall be used strictly for construction purposes.
4. THAT, the tenant agrees to take full responsibilities including supervising and settling all construction bills concerning the said construction on behalf of the Landlord.
5. THAT the tenant will pay an advance rent of USD 74,000/= to the Landlord, which is Equivalent to Tsh. 170,000,000/= of which the mentioned amount has to be used for the Construction purpose of offices building at the said compound. The agreed drawings attached herein as annexure one, to form part of this agreement.
6. THAT in respect of clause 3 and 5 of this contract, the rent payment for the first year of the contract which shall be counted from 1st January 2020 to 31st December 2020 the tenant shall pay One Thousand United States Dollars (\$1000) only per month THEREAFTER the tenant shall start paying One Thousand and Five Hundreds United State Dollars (\$1500) only per month be counted from 1st January 2021 to 31 December 2029 until the amount of rent advanced is fully deducted.
7. THAT, the Contract is subjected to review after every (3) three years.
8. THAT, this contract shall not be terminated before the full payment of the advance rent paid of USD 74,000/= to the Landlord, which is Equivalent to Tsh. 170,000,000/= for construction costs as stipulated under clause 3 of this contract is deducted from the rent payable by Tenant herein.
9. THAT, Subject to clause 3 and 8 this contract may be terminated by either part to give the other party a six months notice in writing expressing the intention of doing so and the reason(s)
10. THAT, subletting is only allowed to Sisters Company of the Tenant after signing this agreement.

2. Liability
4. Not responsible for...
10. Insurance
(10) ...

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[Signature]

11. THAT, any improvement on the plot to suit tenant's business at tenant's expenses. All the permanent improvements effected on the plot provided that before making any such improvement the proposed drawings shall be sent to the landlord for approval.
12. The demised premises shall at all times be covered by a suitable policy of insurance by the Landlord as aforesaid against risks or Loss or damage by fire and in the event of damage by fire the monies received on the said insurance shall be used by the Tenant to restore the condition of the demised premises. The Tenant shall also maintain a separate insurance cover for its insurable properties, if any.
13. THAT, upon the execution of this Agreement the Tenant shall be entitled to enter full occupation of the said Property and free to start the said construction.
14. The stamp duty, advocate's fees and others expense in connection with the preparation of these lease shall be borne by both parties.
15. THAT, the **Landlord** shall pay the Land rent, withholding tax, service charges and other statutory outgoing levied on the said property.
16. THAT, the **Tenant** shall use the said property for office, workshop and parking, maintenance of heavy duty trucks.
17. THAT, the **Tenant** agrees to be responsible for security of his items under custody.
18. THAT, the **Tenant** shall pay all charges of Electricity, Water and other utilities used by him on the said property during the term of this lease.
19. THAT, the **Tenant** agrees that in event of Failure on his part to pay the stated rent in the agreed date the defaulted amount could be deducted from the advanced rent stated in **clause 3** to cover the defaulted current rent and shall be the landlord desire.
20. THAT, for the purpose of confidentiality except as required by law, no part shall disclose or communicate, use or exploit any proprietary or confidential information acquired or received from the other party as a result of entering into this lease agreement, without prior written consent of the other party.
21. THAT, In the Event of any dispute between the parties arising out or relating to this agreement, the parties shall within fifteen (15) working days of a written notice from any

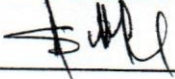
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party to the other party. hold a meeting at any proposed places agreed by both parties in an effort to resolve the dispute.

22. THAT, any unresolved dispute whether or not a meeting has been held shall be referred to Arbitration, within thirty days from when the dispute arose, in accordance with the Arbitration Act. Arbitration shall be conducted by a single Arbitrator appointed by parties and at a place agreed by both parties. Should the matter fail to be resolved amicably, the decision given by the Arbitrator shall be conclusive and binding to both parties, and shall be enforceable by any court with competent jurisdiction.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the date and the year and in the manner hereinafter appearing.

Name: ABDALLA SALIM BATHAWAB

Signature: 

Postal Address: 1117 Dar es Salaam.

Qualification: LANDLORD

BEFORE ME:

Name: Emmanuel H. Hyera

Signature: 

Address: 22552 DAR ES SALAAM

Qualification: Advocate.



SEALED with the Common Seal of the said

INTEGRITY TANZANIA LIMITED

DELIVERED in the presence

Date: 23/9/2015



Name: PURNIMA SINGH SANGHRA.

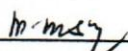
Signature: 

Date: 23/09/2019.

Qualification: M.D. MANAGING DIRECTOR

BEFORE ME:

Name: MAVALA MSUYA

Signature: 

Address: P.O. BOX 75303 DAR ES SALAAM

Date: 23/9/2019

Qualification: Advocate / Commissioner for Oaths



