

## POULTRY FEEDS MILLING MACHINE LEASE AGREEMENT

THIS AGREEMENT is made the 31<sup>st</sup> day of January, 2023.

**Between**

**TRIRAM INVESTMENTS COMPANY LIMITED** a Company registered under the laws of Tanzania with its registration number 124201772 and its registered office at Mwanamb, Ilala Dar es Salaam City with P. O. Box 40245 Dar es Salaam (hereinafter called "**Lessor**" which expression shall where the context so admits include the persons deriving title under him) of the one part;

**And**

**TANZANIA COMMUNITY EMPOWERMENT ASSOCIATION TRUST (TANCEAT)** an association registered under the laws of Tanzania with registration number **S.A. 22622** and its registered office at Kitunda, Ilala at Dar es Salaam City with P. O. Box 11430 Dar es Salaam (hereinafter called "**Lessee**" which expression shall where the context so admits include the persons deriving title under him) of the other part;

**WHERE AS**, the LESSOR is the owner of the **GODOWN and POULTRY FEEDS MILLING MACHINE** located at Plot No. 3, Block No. 3, Muge, Kigamboni area held under C.T. No. \_\_\_\_\_ (hereinafter referred to as the "**demised property**").

**AND WHERE AS**, the LESSOR is desirous of LETING the DEMISED PROPERTY and the LESSEE is willing to TAKE the DEMISED PROPERTY, in CONSIDERATION of an amount of Chicken Feeds produced per kilogram;

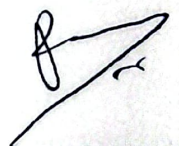
**NOW, THEREFORE, THIS AGREEMENT WITNETH** as herein under;

1. The Lessor hereby lets and the Lessee hereby agrees to take the demised property.
2. The LEASE shall be of the term of **two years (2)** commencing from 31<sup>st</sup> January, 2023 to 30<sup>th</sup> January 2025.
3. The lessee shall pay the lessor the amount of **TZS 260.00 (Tanzania Shillings Two Hundred Sixty Only)** per each Kilogram of Chicken feeds produced in the demised premises.
4. The amount payable under clause 3 includes production costs per kilogram and storage charges for finished products and other equipment in relation to the production of chicken feeds.
5. The Lessor shall invoice the Lessee on monthly bases basing on the production and the payment shall base on the invoices at each month.
6. The Lessee hereby agrees with the Lessor, as follows:

- a) To buy and store the raw materials in a proper and acceptable manner.
- b) To make payments on time, at the times and in manner aforesaid;
- c) Not to display any advisement upon the outer walls of the said demised property and not to paint or otherwise to exhibit upon any of the doors windows or other parts of the said demised area any advertisement or name or announcement whatsoever other than the name and profession or business of the lessee which he shall be at liberty to paint on any of the doors of the said demised area and also on the tablet in the entrance hall of the said building or on a brass plate to be affixed to the outer wall thereof in such position as the Lessor shall approve;
- d) Not to assign, underlet or part with the possession of the said demised property or any part thereof without the written consent of the lessor;
- e) Not without the consent in writing of the Lessor to make or permit or suffer to be made any alterations or additions to the said demised property;
- f) To use the said demised property for the purpose aforesaid.
- g) To comply with all Statutes, Acts, Proclamations, Orders, Rules, Regulations, By laws and requirements of all municipal and state now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by the Lessee;
- h) Not to hold or permit or suffer to be held in the said demised property any sale by public auction and not to do or permit or suffer to be done there anything whereby the insurance against fire of the said building may be rendered void or voidable or the premium increased or which may be or grow to be a nuisance or annoyance of the Lessor or the Lessee.

7. The Lessor hereby agree with the Lessee as follows:

- a) To ensure production of Chicken Feeds at a required quality and quantity.
- b) To pay all charges and bills in respect of electricity and water used in the demised property.
- c) To pay all present and future rates taxed assessments and outgoing payable by the Lessor in respect of the said demised property.
- d) To keep the ground and fencing of the demised property in good order and condition.
- e) To keep the interior of the demised property in good order and condition
- f) To keep the interior of the demised property together with the roof and the main structure walls, rooms, electrical wiring and fittings thereof, all

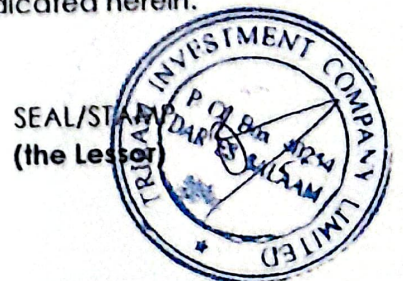


water taps, pipes, sinks and tanks used in connection with the water installation in good and tenantable repair and condition and to remedy all the faults of construction inside and outside of the demised property giving proper and convenient use and occupation of the demised property.

- g) To provide an adequate supply of water for the said water closet and lavatory accommodation;
  - h) To keep the outside of the said demised area and the roof main walls and main timbers of the said building and the said godown and lavatory accommodation in good and tenantable repair and condition;
8. Both parties shall have their officers at the premises to ensure production and keep proper records of production hourly, daily and monthly.
9. Both the parties shall ensure security of the premises at all times.
10. Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Contract if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question.
11. Any notice which either party may, or is required to give, shall be given by mailing, email, to the Lessee at the premises, or the Lessor at the address shown above, or at such other places as may be designated by the parties from time to time.
12. Provided that if the Lessee is not in default in the performance of this lease, the Lessee shall have the option to renew the lease for an additional term of Two Years commencing at the expiration of the initial lease term. All of the terms and conditions of this lease shall apply during the renewal term except that the parties hereto shall agree in writing on the payment under the new lease. Subject to the foregoing, the option to renew shall be exercised by written notice given to the Lessor not less than 90 days prior to the expiration of the initial lease term.
13. The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.
14. The stamp duty and other disbursements made in connection with preparation and execution of this agreement shall be borne by both parties.

**IN WITNESS WHEREOFF**, The parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand on the day indicated herein.

**SEALED/STAMPED** with the common seal/stamp of the said  
**TRIRAM INVESTMENTS COMPANY LIMITED**  
And delivered in Dar es Salaam in our presence



SEAL/STAMP  
(the Lessor)

*[Handwritten signatures]*

This 31<sup>st</sup> day of January, 2023

Name: RAMADHAN R. MAMU Name: RUADHIRA ABDUWAH

Signature: P.O. Box 40245 DSM Signature: H. Abdalla

Address: [Signature] Address: P.O. Box 40245 DSM

Qualification: DIRECTOR Qualification: DIRECTOR

**SEALED/STAMPED** with the common seal/stamp of the said  
**TANZANIA COMMUNITY EMPOWERMENT  
ASSOCIATION TRUST (TANCEAT)**

And delivered in Dar es Salaam in our presence

This 31<sup>st</sup> day of January, 2023

Name: ENIESHI FRANK

Signature: [Signature]

Address: Box 11430 DSM

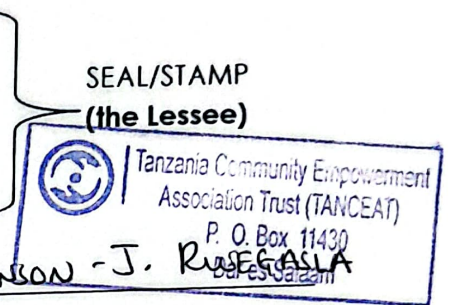
Qualification: TRUSTEE

Name: JOHNSON - J. RUSI GASA

Signature: [Signature]

Address: P.O. Box 11430 DSM

Qualification: TRUSTEE



[Signature]

[Signature]