

LEASE AGREEMENT

THIS LEASE AGREEMENT (this 'Lease Agreement') is made effective this 4TH day of **MARCH, 2024** ('Effective Date') by and between:

MOHAMOOD MOHAMED DUALE TRANSPORTERLIMITED of P. O. Box 3260 Dar es Salaam ("Landlord"),

and

ONTIME FOOD STUFF COMPANY LIMITED of P. O. Box 5204 Dar es Salaam ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the legal and beneficial owner of the real property measuring Three Thousand Square Meters (3,000 Sqm), situated and being on Plot 4, Kwagamba Street, Maghimba Area, Chamazi Ward, Temeke District, Dar es Salaam Region (hereinafter referred to as the "Premises");

WHEREAS, Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant, under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and provisions hereinafter contained or implied and on the part of the Tenant to be performed and observed, and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. **LEASE OF PREMISES:** Landlord hereby demises, leases, and lets the Premises to Tenant, and Tenant hereby takes, accepts, and leases the Premises from Landlord, both parties mutually covenanting and agreeing to be bound by all the terms and conditions stipulated in this Lease Agreement.
2. **TERM:** This Lease Agreement shall take effect on the Effective Date and remain in force for an initial term of two (2) years. Upon the expiration of the initial term, the lease may be renewed or extended only by the express and mutual written agreement of both parties. Any renewal or extension shall be subject to the terms and conditions negotiated and specified in the renewal agreement.
3. **RENT:** Tenant agrees to remit to Landlord a monthly rent payment in the amount of Tanzanian Shillings Five Hundred Thousand (TZS. 500,000/-), due on or before the 30th day of each calendar month. All rent payments shall be made and delivered to the Landlord.

- a. The Landlord confirms to pay all existing and future land rents, taxes and outgoings in respect of the demised premises.
 - b. The Tenant will take over and pay the withholding tax for each year.
4. **USE:** Tenant shall use the Premises for the commercial motor vehicle parking yard only. Tenant agrees to comply with all laws and regulations of any public authority relating to the use of the Premises. Tenant shall not make or permit any noisy or offensive use of the Premises, or allow any nuisance or use which might interfere the enjoyment of other neighbors. Tenant will not permit any hazardous act or use of Premises and neither will they permit any waste on the Premises. Tenant will not permit any lien or encumbrance to be placed on the Premises or building in which the Premises are located.
5. **UTILITIES:** Tenant will pay for all utilities and services furnished to the Premises. Landlord shall not be liable for the interruption or failure of any utility or service if due to any cause beyond Landlord's control.
6. **MAINTENANCE AND CONDITION:** Tenant acknowledges that it has examined the Premises and that they are in a good and merchantable condition. Tenant shall keep the Premises in a clean and sanitary condition and in good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. Tenant shall dispose-off all garbage in designated disposal facilities.
7. **ALTERATIONS:** Tenant is not allowed to erect any structure on the Premises, or make additions or improvements without the prior written consent of Landlord. Unless otherwise agreed in writing, all alterations and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease, provided, however, that Landlord, at its option, may require Tenant to remove any such alterations, additions or improvements and restore the Premises to its former conditions.
8. **DELIVERY OF POSSESSION:** The Landlord has delivered possession of the Premises to Tenant on the Effective Date of this Lease Agreement.
9. **QUIET ENJOYMENT:** The tenant, paying the rent hereby agreed and observing all the terms and conditions herein contained, shall enjoy a quiet and peaceful occupation of the premises without any interference whatsoever from the Landlord.

10. **SURRENDER OF PREMISES.** At the expiration of the Lease, Tenant shall quit and surrender the property in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.
11. **ACCESS:** Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvement, or to whom the same to prospective tenants buyer or lenders. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.
12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet all or any portion of the Premises without on each occasion obtaining the prior written consent of Landlord, which consent will not be unreasonably withheld. Notwithstanding any assignment or subletting, Tenant will remain liable for the payment of rent and the performance of all terms and conditions of this Lease. Any attempt to assign or sublet without Landlord's consent shall be void and shall entitle Landlord to terminate this Lease.
13. **LOSS OR DAMAGE:** Unless caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions. The Landlord shall keep the premises fully insured against fire and other related risks during the whole period of the tenancy.
14. **INDEMNIFICATION:** Unless caused by the negligence of Landlord, Landlord will not be liable for any loss or damage of any property or injury of death to Tenant or any person occurring on or about the Premises.
15. **TERMINATION:** Termination of Agreement must be given in writing to the Landlord not later than three (3) calendar months prior to the termination of the lease. Landlord may terminate the Lease by giving the Tenant prior notice of three (3) month in the event of default as described in section 17 herein below.
16. **DEFAULT:** Tenant will be in default of this Lease upon the occurrence of any one of the following event:
 - (a) Failure to pay rent when its due;
 - (b) Occasioning damage to the property without fixing the same in time;
 - (c) Change of use of the property without landlords permission;
 - (d) Effecting alterations without Landlord's written approval; or
 - (e) Subleasing without Landlords written approval.

