



LEASE AGREEMENT

This agreement is entered on the 01 Day of JUNE, 2024

BETWEEN

FAYKAT PROPERTY DEVELOPERS LTD TIN 111-505-373, of P. O. Box 11277, Dar es Salaam – Tanzania (hereinafter referred to as the "Lessor") of one party;

AND

ORBIS LOGISTICS LTD, of P. O. Box 25220 Dar es Salaam – Tanzania (hereinafter referred to as the "Lessee") of second party;

PREAMBLE

- A. WHEREAS, the Lessor is the registered owner of the landed property with ID No. 282767 Located on Plot Number 248, block 16, Gezaulole, Kigamboni Municipality, in Dar es Salaam – Tanzania. (hereinafter referred to as 'the Premise);
- B. At the request of the Lessee, the Lessor has agreed to lease part of the area (3000 square meters) of the Premises to the Lessee to be used by the Lessee for Parking and Yard purposes.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

1.1.1 'Premises' means part of the area of the landed Property with ID No. 282767 Located on Plot Number 248, block 16, Gezaulole, Kigamboni Municipality, in Dar es Salaam – Tanzania. (hereinafter referred to as 'the Premise);

1.1.3.1 All additions and improvements to the Premises,

1.1.3.2 all Lessor's fixtures and fittings of every kind that are from time to time in or upon the Premises (whether or not they are affixed or fastened).

1.1.3.3 all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other conducting media that are in, under or over the Premises and serve it exclusively, including plant or fixtures and fittings and other ancillary apparatus, and

1.1.3.4 The surface of all walls and ceilings and the floor coverings and floorboards to the floors, and the beams or supports.

1.1.3.5 Any common areas, parking areas, gardens and land held with it.

1.1.2 'the Rent' means the fixed sum of Tanzania Shillings One Million Only (Tsh 1,000,000), only per month

1.1.3 'the Term' means the period of 3 Years, from the 01<sup>st</sup> Day of June, 2024 and ending on the 30<sup>th</sup> Day of May, 2027 which the Premises is leased under this Agreement.

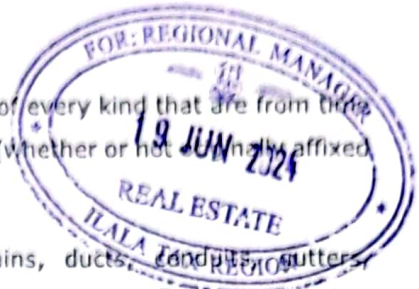
## 1.2 INTERPRETATIONS

1.2.1 Wherever the context so admits, the expression 'the Lessor' includes the person for the time being entitled to the reversion immediately expectant at the end of the Term of this lease.

1.2.2 The expression 'the Lessee', as this agreement excludes the Lessee's ability to assign or sublease, includes the Lessee's personal representatives, administrator or trustee in bankruptcy only.

1.2.3 Where the Lessor or the Lessee for the time being comprises two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally.

1.2.4 References in this agreement to any clause, sub clause or schedule without further designation shall be construed as a reference to the clause, sub clause or schedule to this agreement so numbered.



1.2.5 The clause, paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

## 2.0 AGREEMENT TO LEASE AND USE THE PREMISES

### 2.1 Agreement to Lease

The Lessor agrees to lease and the Lessee agrees to take the Premises with the rights, for the Term, and the Rent subject to the terms and conditions of agreement, rights, easements and covenants to which the Premises is subject.

### 2.3 Notice for renewing or terminating the agreement

Both parties shall give to each other **Three (3) months** written notice in advance for renewal of this agreement prior to the expiration of the Term, under different or similar terms and conditions.

### 2.4 Use

The lessee shall use and occupy the demised premise solely and exclusively for business purpose.

## 3.0 RENT AND SERVICE CHARGES PAYABLE

3.1 The Lessee shall pay a monthly rent of **Tanzania Shillings One Million (Tshs 1,000,000)** only to the Lessor being monthly Rent for the use of the Premises, payable twelve months in advance.

3.2 The Rent stipulated in clause 3.1 above, shall be paid by the lessee to the lessor bank accounts on the date/before signing this agreement.

3.3 The Lessee shall deposit to the Lessor one monthly rent, of the basic lease Provisions (the "Security Deposit"), to be held by Lessor as security for the full and faithful performance of the Lessee obligations under this Lease.

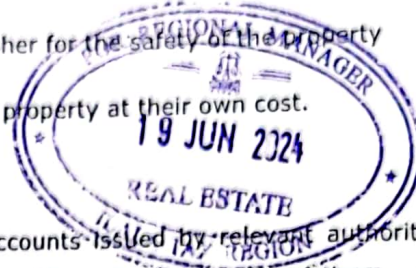
## 4.0 EXPENSES

### 4.1 Payments to be made by the Lessee

The Lessee shall pay or reimburse the Lessor against:



- 4.1.1 all charges for gas consumed on or supplied to the Premises;
- 4.1.2 Any other charges for cable, or satellite television services the Property;
- 4.1.3 The lessee shall pay for electricity chargers and water consumed on the demised premise during the period of tenancy
- 4.1.4 The lessee shall install fire extinguisher for the safety of the property
- 4.1.5 The lessee shall insure the demised property at their own cost.



**4.2 Accounts**

- 4.2.1 The Lessee shall ensure that all accounts issued by relevant authorities or suppliers are settled within a reasonable period of receipt of them. If any service or facility is disconnected for non-payment of an account, the Lessee shall pay the re-connection charges and indemnify the Lessor against any demands or claims in respect of them.
- 4.2.2 The Lessee shall on termination or expiration of this Agreement provide proof to the Lessor or his appointed Agent that all accounts and bills have been settled. The Lessee will be responsible to pay the lessor or his appointed agent for any unsettled accounts and bills.

**4.3 Tax payment by the Lessor**

- 4.3.1 The Lessor shall pay the existing and future land rent payable in respect of the Premises throughout the Term of this Lease.
- 4.3.2 That, the withholding tax at a rate of 10% shall be paid by the lessor
- 4.3.3 That, the lessee shall pay 1% of stamp duty on the annual reserve rent to TRA

## 5.0 COVENANTS

5.1 Lessee hereby covenants with the Lessor as follows:

5.1.1 To pay the Rent to the Lessor on the day and in the manner aforesaid under clause 2.6 above.

5.1.2 To use the Premises as for business purposes

5.1.3 To use the Premises for commercial use.

5.1.4 The Lessee shall be responsible for the routine maintenance of the Premises during the Lease Period.

5.2 The Lessor hereby covenants with the Lessee as follows:

5.2.1 To pay and discharge the land rent, property tax, relating to the Premises timely during the Lease Period.

5.2.2 Lessee paying the rent hereby reserved and observed and performing the conditions and stipulations herein contained shall peacefully hold and enjoy the Premises during the lease period without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.

5.2.3 Not to assign, transfer, mortgage, charge or deal with the Premises in a manner that will affect the Lessee in any way without prior written notice to the Lessee.

5.2.4 Both Parties agreed that this lease is irrevocable and can only be terminated in the event of a breach by the Lessee regarding payment of rent or at the discretion of the Lessee.

5.2.5 In the event of the Lessee winding up or suspending operations, the Lessee shall give 60 days' notice to the Lessor of such event and shall thereafter hand over the Premises to the Lessee within 60 days.



5.2.6 If the Premises shall be damaged by fire or the elements (but not rendered substantially untenable) not caused by the fault, omission, negligence, or other misconduct of the Lessee's agents, employees, or guests, the Premises shall be repaired with reasonable diligence by the Lessor and the rest shall continue unabated.

5.2.7 Maintaining the entire lease agreement's continuity in case of a change in management is crucial to guarantee that the new management honors the terms of the contract.

## 6.0 REPAIRS

### The Lessor's obligations

#### 6.1 Structure and exterior

6.1.1 The Lessor shall keep the structure and exterior of the Premises in good state of repair and condition.

6.1.2 The Lessor shall keep in repair and proper working order the installations for the supply of water, electricity, for sanitation (including basins, sinks, baths and sanitary conveniences), and water heating destroyed or damaged as a result of normal wear and tear. Independently connected electrical appliances such as electric fires, heaters, radio or television sets, and including the plug connecting them to the main electricity system, are the Lessee's responsibility.

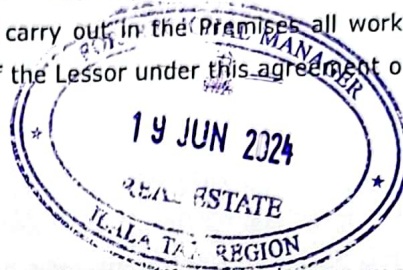
6.1.3 The Lessor shall comply with the Land Act No.4 of 1999 and other relevant statutes as to its responsibility for repairs on the Premises in so far as any obligations have inadvertently not been expressly set out in this clause.



## The Lessee's obligations

### 6.2 Repair

The Lessee shall keep the interior and exterior of the Premises in a good state of repair and condition, clean and properly maintained, including the doors, window frames and glass in windows and doors. The Lessee shall, using a contractor or architect approved by the Lessor replace all broken glass, light bulbs and fuses and the Lessee shall carry out in the Premises all works of repair that are not the responsibility of the Lessor under this agreement or by statute.



### 6.3 Decoration

The Lessee shall upon receiving written confirmation from the Lessor, repaint and repaper the internal walls and other surfaces including doors and window frames within the Premises and otherwise keep them in a good state of decorative condition, shall not damage the walls with nails, pins, glue or adhesive putty and shall make good any damage so caused by immediate repair and decoration. For avoidance of doubt the Lessee shall only engage a contractor or architect approved or recommended and/or supervised by the lessor or Lessor's Agent.

### 6.4 Breakages

6.4.1 The Lessee shall replace or make good, or at the option of the Lessor pay full and proper compensation for, all breakages, damage and deficiencies occurring to the Premises during the Term, or any period when the Lessee or anyone under his control remains in unauthorized occupation, except those occurring through reasonable use or any risk against which the Premises are insured by the Lessor unless the policy of insurance has been wholly or partly invalidated by any act or default of the Lessee or anyone under his control.

6.4.2 The Lessee shall upon receiving prior verbal or written notice, permit the Lessor and or her architects, contractors and others during the daytime and at a time agreed on by the Lessee and accompanied by a

representative of the Lessee to enter upon the Premises and carry out repairs, improvements, maintenance, alterations and other work (including work of a structural nature) to the Premises or to any part thereof provided always that in the exercise of any such right the Lessor shall avoid unduly inconveniencing the Lessee and provided that the Lessor in so doing shall not interfere with the Lessee's use and occupation of the Premises more than is reasonably necessary and shall make good any damage caused thereby.

#### 6.5 Notice to Repair

The Lessee shall comply with any written notice served on him by the Lessor reasonably requiring him to make good any want of repair or failure to keep the Premises in good condition and properly cleaned, within the period reasonably required in the notice. If the Lessee fails to comply within that period the Lessor may do the work and charge the expense to the Lessee. The expense shall be a debt due from the Lessee to the Lessor.



#### 6.6 Specific Conditions on Repairs

6.6.1 The Lessee shall give the Lessor Seven (7) days written request to make any modifications to the Premises. Further the Lessee shall give the Lessor's Agent (24) hours' notice for any repairs to be done in the Premises.

6.6.2 The Lessee shall only engage a contractor, architect, technician or any third party to repair, decorate or replace anything in the Premises after seeking and receiving approval from the Lessor's Agent. The Lessor's Agent shall have the discretion to approve or refuse the services of any contractor, architect, technician or any other third party and appoint such person qualified for the job/task.

6.7 The lessee will not to store, bring upon the demised property or building any articles of combustible, inflammable or dangerous in nature to the company without prior approve from the lessor.

6.8 The lessee shall not sublease any party of the leased premise without the written consent of the lessor, and such notice shall not be withheld unreasonably.

#### 7.0 MODIFICATIONS/ ADDITION OF CONTENTS IN THE PREMISES

7.1 The Lessee may only install fixtures and/or fittings as it may require at his own expense and with the prior written consent of the Lessor, such consent not to be unreasonably withheld. The Lessee may at or prior to the expiration of the Lease take, remove and carry away from the Premises all such fixtures and/or fittings provided that if the Lessee in such removal damages the Premises, he shall forthwith make good such damage, to the Lessor's satisfaction.

7.2 The Lessee, having first obtained the written consent of the Lessor, such consent not to be unreasonably withheld, may have the right during the existence of this lease, to erect structures, additions, and/or to make alterations, in or upon the Premises hereby leased. Such structures, additions, or alterations placed in or upon or attached to Premises shall be and remains the property of the Lessee and shall be removed at the time of or within a reasonable time after the lease or any extensions thereof expires or is terminated. If such structures, additions, and/or alterations are not removed by the Lessee at the time of termination or expiration of this lease, they shall become the property of the Lessor and may be disposed of by the Lessor without compensation to the Lessee.

#### 8.0 INVENTORY AND PERIODIC INSPECTION OF THE PREMISES

8.1 The Lessor or Lessor's Agent shall cause an Inventory of all fittings and fixtures of the Premises and the general condition of the Premises to be taken on commencement of the term of the Lease. The Lessee shall ensure that the Premises is maintained and handed over to the Lessor's Agent in the same condition.

8.2 The Lessor or his Lessor's Agent shall inspect the Premises periodically after every Three (3) months to ensure that the Premises are in the condition of this

Agreement. The Lessor's Agent shall make recommendations on the repairs that need to be done if any, specifying the normal tear and wear repairs and any damages done by the negligence of the Lessee.

#### **9.0 GENERAL MAINTENANCE**

The Lessee shall be responsible to ensure that the Premises is maintained and kept in habitable conditions at all times. The Lessee shall not cause to be removed from the Premises any item that has been installed at any time during the Term of the Lease.

#### **10.0 KEYS AND SECURITY DEVICES**

##### **10.1 Loss of keys or security devices**

The Lessee shall report immediately to the Lessor if keys or security devices are lost or compromised during the Term and shall take immediate steps to provide new keys or security devices, supplying the Lessor with a set of keys or security device immediately upon replacement.

##### **10.2 Return of keys**

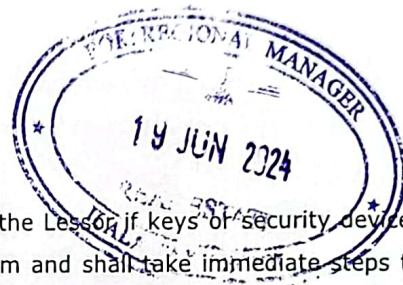
The Lessee shall hand over to the Lessor all keys and security devices by noon on the date the Term ends.

##### **10.3 Alterations or Development**

The Lessee shall not damage, injure, alter or add to the Premises or change its use, except as provided herein and shall not commit waste on it.

#### **11.0 QUIET ENJOYMENT**

Provided always that the Lessee shall adhere to the terms and conditions stipulated herein, the Lessor shall permit the Lessee peaceably to hold and enjoy the Premises during the lease created by this agreement without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for him.



## 12.0 THE LESSOR'S WARRANTIES

- 12.1 The Lessor's warranty that he is the sole and lawful owner of the Premises and able to enter into this Agreement and perform all its obligations.
- 12.2 That he will hold the Lessee free and harmless from any and all demands, claims, actions or proceedings by any person or entity in regard to the leased Premises.

## 13.0 TERMINATION OF THIS AGREEMENT

The Parties hereby agree that this Agreement may be terminated prematurely prior to the lapse of the Term by either party giving one (1) months' notice of the intention and reasons for terminating this agreement.



## 14.0 GOVERNING LAW

The Lessor and the Lessee agree that this agreement shall be exclusively governed by and construed in accordance with the laws of the United Republic of Tanzania.

## 15.0 ARBITRATION AND LIMITATION OF ACTION

- 15.1 Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, which the Parties have been unable to settle amicably, then that dispute or difference shall be referred by the Parties to Mediation whereby a Mediator shall be jointly chosen by the Parties to mediate.
- 15.2 If the dispute has failed to be resolved by Mediation the same shall be referred to Arbitration by the Parties. Further, each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint an umpire who shall arbitrate the matter to its finality and their decision shall be final and conclusive. The Arbitration proceedings shall be construed in accordance with the Arbitration Act, Cap. 15 of the Laws of Tanzania R.E. 2020. The place of arbitration shall be in the United Republic of Tanzania.

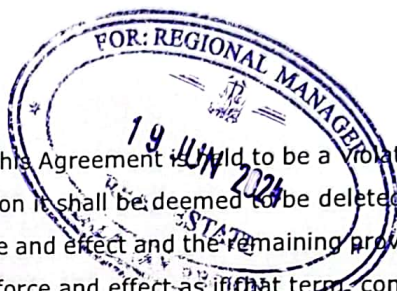
## 16.0 MISCELLANEOUS PROVISIONS

### 16.1 ASSIGNMENT

This Agreement or any rights and/or obligations arising under it may only be assigned to a Third Party with the written consent of the other Party. For avoidance of doubt such written consent should not be unreasonably withheld.

### 16.2 SEVERABILITY

If any term, condition or provision of this Agreement is held to be a violation of any applicable law, statute or regulation it shall be deemed to be deleted from this Agreement and shall be of no force and effect and the remaining provisions of this Agreement shall remain in full force and effect as if that term, condition or provision had not originally been contained in this Agreement.



IN WITNESS WHEREOF the Lessor and Lessee have executed and delivered this agreement in Two (2) Originals on the day and the year above written.

SIGNED and DELIVERED by

FAYKAT PROPERTY DEVELOPERS LTD who is known to me

Personally/ identified to me by.....

This 14 day of JUNE 2024

BEFORE ME.

Full Name: .....

Signature: .....

Designation: **ADVOCATE**

Sealed with the Common Seal of )

**ORBIS LOGISTICS LTD**

this 14 day of June 2024 )

In our presence:

Signature: \*

Name: AMIR ALI KHAN

Address Box 25220, DSM

Title: DIRECTOR.

Signature: [Signature]

Name: AMBROSE M. NKWERE

Address Box 25220, DSM

Title: ADVOCATE.

**STAMP DUTY**

Shs: 120,000 Collected  
9984116974288  
Receipt No: ..... Date: 20/6/2024

[Signature]  
Regional Manager - Ilula Tax Region



TIN:  
S/D: 120,000  
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