

LEASE AGREEMENT

BETWEEN

TAHA

AND

FRESH FIELD MANYATTA COMPANY LIMITED

**DRAWN BY:
ADVOCATE GRACE MKINGA,
P.O.BOX 15237,
ARUSHA.**

LEASE AGREEMENT

THIS AGREEMENT is made this 10th day of OCTOBER 2023

BETWEEN

TAHA is an apex member-based private sector organization registered in Tanzania and is mandated with the responsibility of driving inclusive, transformative, competitive and sustainable horticulture industry in Tanzania, whose address is P. O. Box 16520 Arusha (hereinafter referred as "**LESSOR**") of the other part.

AND

FRESH FIELD MANYATTA LIMITED is private company Limited by shares, registered under the Company laws of Tanzania (The companies Act No. 12 of 2012), with registration number 164165825. The objectives of the company is to provide exceptional products and services to customers while maintaining the highest standards of integrity and professionalism, whose address is of P.O. Box 10648, Arusha (hereinafter referred as "**LESSEE**") of one part.

PREAMBLE

- A. **WHEREAS**, the LESSOR owns the premise "Farmers Service Center" located at Tengeru, in Arusha.
- B. **WHEREAS** the LESSOR is desirous of entering into a LEASE AGREEMENT (hereinafter referred to as "**LEASE**") with the LESSEE of the said part of the premise
- C. **AND WHEREAS**, the parties desire to enter into the short-term lease agreement of the premise, this LEASE shall form base of the lease agreement.

NOW THIS Agreement WITNESS as follows: -

1. **IN CONSIDERATION** of the rent and Lessee covenants hereinafter reserved and contained, Lessor HEREBY DEMISES to the Lessee the Farmers Service Center (hereinafter called "the said Premises") situated in Arusha region at Tengeru for a term of Ten (10) months commencing on 1st October 2023 and ending on 31st July 2024.
2. Lessor is desirous of leasing to the Lessee and the latter is desirous of leasing the premise from the Lessor for a consideration of a rental fee of **1,500,000 Tanzanian Shillings per month**. In the period of three (3) years the Lessee will pay lumpsum of **54,000,000 Tanzanian Shillings**. Lessee is obligated to pay taxes and avail the Lessor with the Withholding Tax Certificate of payment from Tanzania Revenue Authority.

3. Given No. 2 above, the rental fee shall therefore be reviewed after a period of 3 years and the new fees shall be agreed upon by both parties.

4. LESSEE'S COVENANTS

- i. To only use the demised Premises for processing, sorting, packaging, packing and preserving horticultural products.
- ii. Not to assign or sublet the demised Premises or any part thereof, without the Lessor's prior written consent.
- iii. Not to make any material alteration or additions or to put any fixtures on the demised Premises without the Lessor's prior agreement.
- iv. To promptly pay the Electricity, Security and Water bills connected to the demised Premises directly to the service provider upon receipt of monthly bills.
- v. To keep and maintain the demised Premises in a state of good structural repair.
- vi. Not to do or permit or suffer to be done upon the demised Premises anything which may be a nuisance to or in any way interfere with the quiet use or comfort of other occupants or neighbors in the surrounding area.
- vii. To permit the Lessor's Officials, Ministry of Agriculture Officials, or his/their duly authorized agents at all reasonable times to enter upon the demised Premises to view the condition, after receipt of due advance notice to that effect.
- viii. To peacefully yield up the demised Premises at the expiration of the Lease in good repair and condition as well as to cover cost of any damage occurred to building, furniture's, tools, and equipment's during packaging at original cost condition. As listed in Annex 1.
- ix. To avail to the Lessor all relevant quarter information relating to number of farmers involved, volumes consolidated and traded and employment.
- x. To keep the premise, clean all the time and ensuring the trash are disposed timely.
- xi. To comply with government Statutory and mandatory obligations, and Global food safety standards.
- xii. The Lessee is not allowed to construct any permanent structures or change any detail(s) in the permanent houses unless agreed in advance with Lessor in writing.
- xiii. To allow the Lessor access to the compound giving the prior notice of his or his representative's intention to do so.

5. LESSOR 'S COVENANTS

- i. That the electrical system and fittings have been verified as safe and fully functioning and that the plumbing, drainage, and water systems are without fault and fully functioning.
- ii. That the Lessee shall enjoy using peacefully the Premises during the term.
- iii. To pay taxes in respect of the Premises.
- iv. The Lessee paying the rent and performing and observing all the obligations under this agreement shall quietly enjoy the demised premises during the lease without any interruption by the Lessor.

6. RENTAL FEE AND MODE OF PAYMENT

The lease fee payable by the Lessee to the Lessor shall be **Tanzanian shillings 1,500,000** per months. The rent will be paid in lumpsum of **15,000,000 Tanzanian Shillings** for twelve months renewable which will be paid on the date of signing this agreement. The Lessee is obligated to pay taxes and avail the Lessor with the Withholding Tax certificate of payment from Tanzania Revenue Authority (TRA). The rent will be paid in two (2) installments as follows:

1. 1st Installment sum of 7,500,000 Tanzania Shillings will be paid on 30th October.
2. 2nd Installment sum of 7,500,000 Tanzania shillings will be paid on 20th December.

7. ELETRICITY AND WATER

- i. Electricity and water bills shall be paid by the Lessee according to the TANESCO and Water Authority conditions.
- ii. In case of power cuts from TANESCO, Lessee shall arrange for her alternative source of power at her own cost without causing any damage to the property.

8. Lessor and the Lessee mutually covenant as follows: -

- i. This Agreement effectively commences on 1st October 2023 and ends 31st July 2027 and it remains into force for Three years or until either party terminates the agreement.
- ii. All payments will be channeled through the Lessor's account details as follows.

BANK NAME; STANBIC BANK TANZANIA
A/C NAME; TANZANIA HORTICULTURAL ASSOCIATION
A/C NUMBER; 912 000 1196411
SWIFT CODE; STBICTZTX

- iii. The Lessee will indemnify the Lessor in a circumstance whereby the Lessee or his or her employees or any person assigned by the Lessor maliciously commit an unlawful act, which caused damage to the Lessor's welfare.
- iv. The Lessor and Lessee endeavor to observe the covenants stipulated herein for the best interests of both parties.

9. COMMUNICATION

Parties should communicate when need arise to avoid inconveniences to both parties. Communication should be made orally (through meetings or phone calls) and written (through emails and letters.)

10. TERMINATION

This agreement is revoked with mutual consent of both parties if it is found that one party or both parties has/have breached the agreements of the lease.

Both Parties have the right to terminate the agreement at any time during the term by giving the other party 1 (one) month written notice of their intention to do so.

11. DISPUTE

In the case of any dispute between the parties as to matters arising from this agreement, parties will consult each other to reach an agreement. If no agreement is reached, both parties can meet for mediation whereby a parties may opt to choose a 3rd neutral party to mediate and resolve the dispute, or failing that, both parties agree that the courts of Tanzania shall have jurisdiction to hear, settle and/or determine any dispute, controversy or claim arising out of or in connection with this agreement.

12. APPLICABLE LAW

This Agreement is governed by the laws of the United Republic of Tanzania.

13. FORCE MAJEURE

Both parties shall without liability be released from their respective obligations in the event of acts beyond their reasonable control, such as Bankruptcy, national emergency, war, prohibitive governmental regulation, low production caused by uncontrollable outbreak of disease, epidemics, or by abnormal weather conditions, flood, drought, earthquakes, fire or other catastrophes, or if either of them renders the performance of this Contract impossible.

14. ANTI-BRIBERY AND ANTI-CORRUPTION

Each party hereby undertakes that, at the date of the entering into force of the agreement, itself, its directors, officers or employees have not offered, promised, given, authorised, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the agreement and that it has taken reasonable measures to prevent subcontractors, agents or any third parties, subject to its control or determining influence from doing so.

15. CHILD LABOUR

Both parties hereby agree that child labour is prohibited and the Lessee in all his or her undertaking shall ensure that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

16. ANTI HUMAN TRAFFICKING

Both Parties agree not to be involved in human trafficking which involve the use of force, fraud or coercion to obtain some type of labour or commercial sex act.

17. SEXUAL EXPLOITATION

Both parties agree to comply with the standards of conduct concerning measures for protection from sexual exploitation and sexual abuse. In particular, the Lessee shall not engage in any conduct that would constitute sexual exploitation or sexual abuse.

The Lessee shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employee or any other persons engaged and controlled by the Lessee to perform any service under the agreement. For this purpose, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Lessee shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, service or other things of value for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

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18. ANTI-TERRORISM AND ANTI-MONEY LAUNDERING

Both Parties agree to undertake all reasonable effort to ensure that none of them will violate any anti - money laundering laws.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year hereinafter appearing.

SIGNED AND DELIVERED

by the said ANTHONY P CHAMANGA

Who is known personally to me

This 10TH day of OCTOBER 2023

Name: Anthony P. Chamanga

Signature: *Anthony P. Chamanga*

Qualification: For Chief Executive Officer

Postal Address: P. O. BOX 16520, ARUSHA

Date:



LESSOR

WITNESS:

Name: *Annabas*

Signature: *Annabas*

Qualification: *Liaison Manager*

Postal Address: *16520 Arusha*

Date: *10/10/2023*



BEFORE ME

Name: GRACE MKINGA

Signature: *GRACE*

Qualification: ADVOCATE

Postal Address: P.O. BOX 45877 DAR-ES-SALAAM

Date: 10TH OCTOBER 2023

SIGNED AND DELIVERED

by the said YASINIA C. MANYATTA

Who is known to me personally

.....
LESSEE

This 10TH day of OCTOBER 2023

Name: YASINIA C. MANYATTA

Signature: Yanyatta

Qualification: CEO OF FFM

Postal Address: 10648

Date: 13/10/2023

WITNESS:

Name: CLEMENT MANYATTA

Signature: [Signature]

Qualification: M.D

Postal Address: 10648-ARS

Date: 10/10/2023

BEFORE ME

Name: GRACE MUKINGA

Signature: [Signature]

Qualification: ADVOCATE

Postal Address: P.O. BOX 45877, DAR-ES-SALAAM

Date:

