

LEASE AGREEMENT

BETWEEN

M/S. EVERGREEN RESOURCE INVESTMENT CO. LTD

AND

TATO LOGISTICS LIMITED

**IN RESPECT OF LEASING OF OPEN YARD COMPRISING A TOTAL
OF 2800 SQM ADMINISTRATION CUM RESIDENCE DOUBLE
STOREY BUILDING CONTAIN NINE ROOMS AND OFFICE SPACE
AND U SHAPE SINGLE STOREY BUILDING CONTAIN FOURTEEN
BED ROOMS**

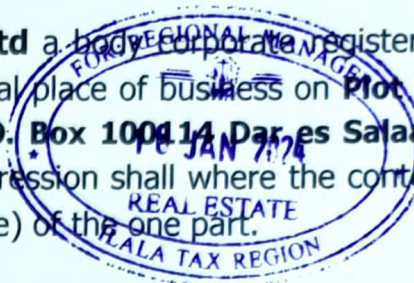


LEASE AGREEMENT

This Lease Agreement is made this..... Day of2023

BETWEEN

M/s. Evergreen Resource Investment Co. Ltd a body corporate registered under Companies Act, CAP. 212 having its principal place of business on **Plot No 33 Block 'A' Mbagala in Temeke Municipal, P.O. Box 100114 Dar es Salaam** (herein after referred to as the 'Lessor' which expression shall where the context so permits include assignees and successors in title) of the one part.



AND

M/S. TATO LOGISTICS LIMITED, a body corporate registered under Companies Act, CAP. 212 having its principal place of business on Plot No. 2217/168 Sokoine – Drives mains field Street 12 Floor Ilala Municipality Dar es Salaam.

WHEREAS THE LESSOR is the owner of the Plot No. 33 Block 'A' Mbagala in Dar es Salaam (hereinafter referred to as the 'demised premises').

AND WHEREAS THE LESSOR is desirous of letting the demised premises (Open yard Comprising a Total of 2800sqm administration Cum residence double storey Building contain nine rooms and office space and U Shape single storey building fourteen Bed rooms) to the Lessee and the Lessee is desirous of leasing the demised premises for the terms and conditions as hereinafter appearing.

NOW THEREFORE this Lease Agreement witnesses as follows:-

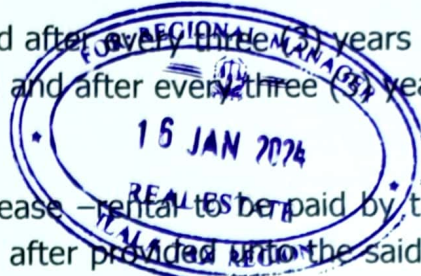
1.0 TERM OF TENANCY

- 1.1 This Lease Agreement in respect of the demised premise shall be for a term of 120 Months with effect from 15th February 2024 to 14th March, 2035 (Herein after referred to as 'tenancy period') subject to renewal as may be agreed by both Parties.



2.0 CONSIDERATION

1. The Lessee shall pay to the Lessor the monthly rent of USD 5000 (USD Five thousand only Exclusive of VAT, payable after every six month in advance subject to withholding tax payable by Lessor and Stamp Duty by Lessee.
2. The Monthly rent above may be reviewed after every three (3) years with an increment/decrease of 1 to 10% during and after every three (3) years that period.
3. That for and in consideration of the Lease - rental to be paid by the said Lessee and its afore written as here in after provided unto the said Lessor and their afore written and in consideration of the covenants provisions and agreements as hereafter contained on the apart and on behalf of the Lessee and its afore written to be paid, observed and performed the said Lessor do here by Lease and demise unto to said Lessee and its afore written the demised premises in Plot No. 33 Block 'A' Mbagala in Dar es Salaam.



3.0 THE LESSEES'S COVENANTS

- 3.1 To pay during the said terms the reserved rent punctually as herein provided, subject to any statutory deductions.
- 3.2 To bear, pay and discharge utility charges for water, electricity, telephone and telex consumed by the Lessee.
- 3.3 To bear, pay and discharge bills for garbage collection.
- 3.4 Not to assign, sublet, underlet or Part with the Possession of the demised premises or any Part thereof to another Party without the written consent of the Lessor.
- 3.5 At all times to keep the interior of the demised premises and appurtenances thereof including fittings, fastenings, electric wires and fittings, water drain and other pipes, sanitary and water apparatus therein and the painting, in good condition throughout the said term (fair wear and tear exempted) and without prejudice to the generality of the foregoing covenants to clean regularly both inside and outside in the demised premises.



- 3.6 Notice the Lessor one week in advance and obtain the consent of the Lessor if needs to make any decoration, alterations, additions or modification on the demised premises. The Lessor shall reply within 3(three) days from the date of receiving the notice from the Lessee. Failure to reply within the time limit shall be deemed to have agreed.
- 3.7 To permit the Lessor and his agents, at all reasonable times of the day upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises for purposes mainly of conducting maintenance and repair services.
- 3.8 Not to store, bring upon the demises premises or building any articles of combustible, inflammable or dangerous nature and to comply with all recommendation of fire authorities as to fire precautions relating to the demised premises or building.
- 3.9 Not perform on the demised premises any act or something whatsoever which may be of nuisance to neighbors within the premises or any adjoining premises.
- 3.10 To use and occupy the demised premises solely and exclusively for lawful purposes and business running of the Lessee.
- 3.11 To cover any costs related to security lights, water, sewerage charge, minor repair and maintenance of the area, standby generator and cleanliness of common area.
- 3.12 Subject to Clause 3.13 herein, all such alteration or improvements permitted by the Lessee to the demised premises and done at Lessee's costs should be subject to removal by the Lessee at the expiration of the tenancy period provided that vacant possession is given in the state at which the property was the time of signing the agreement.
- 3.13 Subject to clause 3.6 all such alterations, improvements and addition to be remove prior to termination or expiration of the said term. Lessee shall make good to the satisfaction of the Lessor all damages



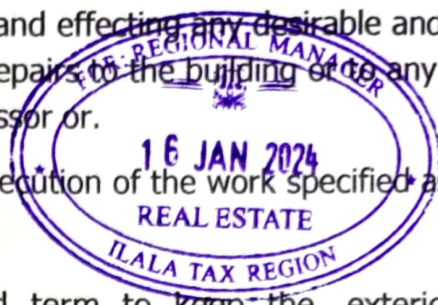
thereby occasioned to demised premises and restore the same to their original state and condition, reasonable wear and tear accepted.

4.0 THE LESSOR'S COVENANTS

- 4.1 At the commencement of this lease agreement the Lessor is the Lawful owner or rightful party to utilize and possess the demised premises, and has the lawful right to give possession of the demised premises to the Lessee at habitable and tenable condition.
- 4.2 To give possession of the demised premises to the Lessee at the commencement of this lease agreement upon confirmation of payment of rent as per Clause 2.1 herein above and ensure Lessee enjoys quit and peaceful possession of the leased premises without Lessor's interruption whatsoever.
- 4.3 To pay and discharge all existing and future land rents, property taxes, insurance costs, taxes imposition and outgoings whatsoever in respect of ownership of the demised premises.
- 4.4 To make repair all major defects so as to maintain the habitability and tenability of the premise. These major defects will include roof leakage, sewage system, fixing mosquito gauze, external painting, foundation failure, wall cracks, plumbing system and electrical system. The Annex 1 is the list of repairs agreed by the lessor to complete before 15th Feb, 2024. If not completed in time, no rent will be charged for the number of days deferred.
- 4.5 Upon discovery of any major defects, or wants of reparation the Lessor may repair and make good the same. PROVIDED THAT the Lessor may not execute such repairs and works within two (2) months; the Lessee with the consent of the Lessor may repair the same. The cost may be recovered immediately through rent payable by the Lessee to the Lessor.
- 4.6 During the continuance of the said term to give permission to Lessee to keep and maintain the demised premises in state of good structural repair and in a condition suitable for human habitation.



- a) Inspecting or carrying out there on and effecting any desirable and necessary major maintenance and repairs to the building or to any adjoining premises owned by the Lessor or.
- b) Commence and proceed with the execution of the work specified as aforesaid.



- 4.7 During the continuance of the said term to keep the exterior portions or of the said premises in good and presentable repair and condition and remedy any major or structural fault or use of occupation provided that such faults are not attributable to neglect on the part of the Lessess his agents or employees.
- 4.8 During the continuance of the said term to keep building and demised property in habitable and tenable condition.
- 4.9 Provide necessary assistance for the Lesee to decorate the demised premises and move office furniture such as reporting to the property management office.

5.0 IT IS HEREBY AGREED BETWEEN THE LESSOR AND THE LESSEE THAT:

- 5.1 If the Lessee shall be desirous of taking a new lease of the demised premises after the expiry of the term hereby granted, he shall have to give written notice to the Lessor of his intention to take the new Lease of thirty calendar days (30) before the expiry of the term hereof.
- 5.2 In case the demised or any part thereof shall at any time during the said term be so damaged or destroyed by fire, earthquake, or other unnatural and unforeseeable phenomenon which shall not have been caused or contributed to by the act, negligence or default of the Lessee as to be unfit for occupation and use, then the rent hereby or fair proportion thereof according to the nature and extent to the damage sustained shall be suspended until the demises shall again the rendered fit for occupation and use.
- 5.3 Stamp duty, registration charges and other expenses in connection with or incidental to the preparation of this Lease shall be paid by the Lessee.



6.0 TERMINATION

This Lease agreement may be terminated in any of the following circumstances:-

- 6.1 Breach of terms and condition of this lease agreement by either Party subject to issuance of the three (3) months notice of termination.
- 6.2 Government order prohibiting performance of this lease agreement.
- 6.3 Fundamental changes of circumstances rendering it impossible for the Parties herein to maintain this Lease agreement.
- 6.4 By Force Majeure
For avoidance of doubt in this Lease Agreement "force majeure" shall mean any event beyond the control of either Party that shall cause nonperformance or delay of the performance of the Agreement and these shall include:-
- i) An act of God
 - ii) War or hostility whether declared or not
 - iii) Earthquake, flood, fire or other natural disasters

In event of force majeure, loss if any shall lie where it falls.

- 6.5 If the Lessor terminates the contract in advance, the Lessor shall compensate the lessee for the investment payment in the demised premises, and the compensation amount shall be calculated according to the depreciation of the total use of 120 months.

7.0 AMENDMENT

All or any of the provision of this Agreement may be amended, altered, added to or replaced by mutual agreement of the Parties. The parties shall give a sufficient notice of not less than 30 calendar days to each other before effecting any changes to this lease agreement.

8.0 DISPUTE SETTLEMENT

All disputes and controversies arising out or relating to the performance of this Agreement, which cannot be settled mutually by the Parties hereto, shall be referred to the court of the place where the Agreement is performed (that is, where the demised premises is located).

9.0 GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the Laws of Tanzania.



IN WITNESS WHEREOF the Parties hereto have executed these presents in the manner and on the day hereinafter appearing.



Signed and Sealed and Delivered on Behalf of Evergreen Resource Investment Co. Ltd:

Name: MECKY GRAY MZIRAY
Signature: [Handwritten Signature]
Position: FOR: MANAGING DIRECTOR
Date: 11th FEB. 2024

In the Presence of:

Name: [Handwritten Name]
Signature: [Handwritten Signature]
Position: Company Secretary
Date: 11 FEB 2024



Company Seal



Signed and Sealed and Delivered on Behalf of TATO LOGISTICS LTD Investment Co. Ltd:

Name: LU YONG MUY
Signature: [Handwritten Signature]
Position: [Blank]
Date: [Blank]

In the Presence of:

Name: [Blank]
Signature: [Blank]
Position: [Blank]
Date: [Blank]



Company Seal

TIH: 167-604-994.
SID: 1,494,000
COPY: 3000.
Total 1,497,000.

STAMP DUTY

Shs: 1,494,000/- Collected
998474641606
Receipt No: [Blank] Date: 17/01/24.
[Handwritten Signature]
Regional Manager - Ilala Tax Region



ANNEX 1

A list of repair agreed by lessor

1. Repairing of Electric fencing wire
2. Repainting of all rooms internal and external
3. Repairing of defective doors
4. Repairing of water system
5. Repairing of Electricity system
6. Fix of Air condition and water heater for Nine (9) Bed rooms in residence
7. Fix of Air condition in the office
8. Repairing of toilets and Bath rooms
9. Fix fan to 14 rooms in U type house.
10. Repairing or (replace) of window and mosquito gauge
11. Repairing of Roofing

