

WAREHOUSE LEASE AGREEMENT

BETWEEN

AFRILINE GT LIMITED

AND

SNOW INDUSTRIES (EA) LIMITED

PREPARED BY: -

**Afriline GT Limited,
P.O. BOX 2189,
MWANZA.**

WAREHOUSE LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 23rd day of MARCH 2024

BETWEEN

AFRILINE GT LIMITED, a limited liability Company incorporated under the Companies Act (Cap. 212 R.E. 2002) of P.O.Box 2189, Mwanza (hereinafter called "**the Landlord**" which expression shall where the context so permits, include its assigns, agents and or successors in title) of the one part;

AND

SNOW INDUSTRIES (EA) LIMITED, a limited liability Company incorporated under the Companies Act (Cap. 212 R.E. 2002) (hereinafter called "**the Tenant**" which expression shall where the context so permits, include its assigns, agents and or successors in title) of the one part;

WITNESSETH as follows:-

1 **IN CONSIDERATION** of the rent and Tenant covenants hereinafter reserved the Landlord **HEREBY DEMISES** unto the Tenant One (1) warehouse building erected on the **Plots No. 39 and 40, Nyakato Industrial Area, Mwanza**, which has been shown and identified in the drawing attached to this agreement and signed by the parties, which attachment forms part and parcel of this agreement (hereinafter referred to as "**the demised premises**"), **TO HOLD** the demised premises unto the Tenant for the term of one (3) year from 15th day of August 2024 to 14th Day of August 2027 with an option to renew("the Lease").

2 The Tenant shall pay rent of **Tanzanian Shillings Fifty Six Million Seven hundred thousand Only (TZS 56,700,000.00)** per year payable in two (2) equal installments. The 1st Installment is payable on signing of this agreement, and the last installment of TZS 28,350,000.00 at the beginning of the 7th Month. The rent mentioned herein is exclusive of VAT and for each installment paid, the Tenant shall add and pay VAT at the rate of 18% or any other rate which in accordance with the law, shall be applicable at the time of payment.

- 3 **PROVIDED** always that, all payment shall be made by Bank transfer from the Tenant's bank to the Landlord's bank account, the details of which shall be communicated in writing to the Tenant. **PROVIDED FURTHER** that, within 3 days from the Landlord has received payment of the first installment mentioned at paragraph 2 hereinabove, the Landlord shall send to the Tenant an official receipt for the said amount together with the invoice for the balance mentioned under paragraph 2 herein.

4 CONVENANTS FOR TENANT

The Tenant Hereby covenants with the Landlord to the intent that through out the said term the following obligations shall continue;-

- i. To pay the reserved rent in the time and in the manner herein provided.
- ii. To pay all charges for water, electricity, telephone and internet consumed in the demised premises.
- iii. At all times to keep the interior of the demised premises in good and substantial repair and condition through the said term.
- iv. The tenant shall at the expiry of or other sooner determination of the lease term deliver up the demised premises to the landlord with all keys, locks, and fasteners in good repair and condition; reasonable wear and tear expected.
- v. The Tenant shall subject to prior consent in writing of the Landlord having been obtained be permitted to erect or install such alterations as may be necessary for the Tenant in the use of the demised premises.
- vi. To permit the Landlord and its agents at all reasonable times of the day upon not less than 3 days written notice addressed to the Tenant (or immediately in case of need) to enter upon the demised premises.
- vii. To use and occupy the demised premises solely and exclusively as a warehouse for industrial services and office accommodation.
- viii. Not to assign or sublet the demised premises (the same being hereby expressly prohibited).
- ix. Not to use the demised premises for immoral and or illegal activities.
- x. To be responsible for and to indemnify the Landlord against all damage occasioned to the demised premises by negligence of the Tenant or invitees of the Tenant

5 COVENANT FOR LANDLORD

The Landlord HEREBY COVENANTS with the Tenant as follows:-

- i. That the Tenant paying the rents hereby reserved and observing and performing the several covenants and stipulations herein or the part of



the Tenant shall peacefully hold and enjoy the demised premises through the tenancy period without any interruption by the Landlord.

- ii. That the landlord shall renovate the premises to suit office accommodation usage of the tenant before handing over to the tenant on 15 June 2024
- iii. Subject to clause (i) hereof, to pay all rates charges and rents and outgoings whatsoever which now are or hereafter may become payable in respect of the premises or any part thereof.
- iv. During the continuance of the said term to keep the demised premises in good and tenable repair and conditions and remedy any major or structural faults or construction affection the convenient and proper use of occupation thereof provided that such faults are not attributed to neglect on the part of the Tenant, his agents or employees. PROVIDED that if the Landlord shall fail so to do the Tenant will upon notice in writing to the Landlord be at liberty to carry out such repairs and/or remedy such faults or constructions and the cost thereof shall be repaid by the Landlord to the Tenant upon demand.

- 6 That each of the Tenant's covenants herein constrained shall remain in full force both at law and equity.
- 7 That if the Tenant shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby granted, the Landlord shall grant to the Tennant a new Lease of the demised premises for another tenancy period of two years at not more than 5% rent increase increment.

8 TERMINATION

- i. That either part shall be at the liberty to end this agreement incase of any breach of the terms here under
- ii. That the part intending to end the agreement shall issue sixty days prior notice
- iii. That this agreement shall come to an end upo its expiry of its period however parties shall be at the liberty to renew the same upon new terms and conditions or on the same terms and conditions
- iv. If any part to this contract has no intention of renewing the lease hereby created that party shall, deliver to the other not less than sixty days written notice of such intention before expiration of the term hereby created.

9 DISPUTE RESOLUTION

All disputes or different whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any

Handwritten signatures and initials in blue ink at the bottom of the page.

other matter in way connected with or arising out of or in relation to the subject matter of this lease shall be referred to two arbitrators one each to be appointed by each party hereto in accordance with and subject to the provisions of the Arbitration Act (Cap. 15 R.E. 2002) or any statutory modification or reenactment thereof for the time being in force. **PROVIDED** that any party aggrieved by the decision of the Arbitrator or Arbitrators, as the case may be, that party may seek redress from the court or tribunal of competent jurisdiction.

10 The parties may waive, but only in writing any breaches of this lease but no such waiver

shall be deemed to constitute a waiver of subsequent, similar or other breaches.

11 No addition, alteration to or modification of this lease shall be affected or binding on either of the parties hereto unless reduced into writing and executed by the respective duly authorized representatives of each of the parties hereto.

12 Should any provision(s) of this lease be determined to be invalid, unenforceable or void, this shall not invalidate or avoid the remainder of this lease. The parties agree that in that event they will take all necessary and/or reasonable steps to render the provision(s) valid and enforceable failing which provision(s) shall be deemed to be struck out and the remainder shall remain in full force and effect.

13 In performance of this agreement, the parties herein undertakes to comply with all applicable municipal, local and national laws.

14 Any notice under this lease shall be in writing and may be served on the Tenant by leaving it at the demised premises or sending it by registered office and in the case of the Landlord by leaving it at the Landlord's place of business or sending it by registered post via P. O. Box 2189, Mwanza.

15 This Agreement may be executed in one or more original and by the different parties

hereto in separate counterparts, each of which when executed shall be deemed to be an

original but all of which taken together shall constitute one and the same agreement.

16 This Agreement and the performance of the duties under it shall not be assigned without

the express written consent of the other party.

17 This Agreement and the other agreements, documents and instruments referenced herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, by and among the Landlord and the Tenant with respect to the subject matter hereof and thereof.

18 The construction, validity and performance of this lease shall be governed in all respects by the laws of the United Republic of Tanzania.



19 Upon signing of lease agreement, the tenant shall pay first installment (6 months rental) within 14 days. The landlord shall have the right to terminate the lease agreement in the event the tenant fails to pay first installment within 14 days.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and the year and in the manner hereinafter appearing:-

SIGNED and DELIVERED at Mwanza)
on behalf of the said)
AFRILINE GT LIMITED by MATHIAS)
AKPAZI) who is known to)
me personally/identified to me by)
.....)
the latter person being known to me)
personally in my presence)
this 28th day of March, 2024)

Wx

FOR THE LANDLORD

Name: JENIPHER DONALD KATHEA
Signature: [Signature]
Address: P.O. Box 11588
MWANZA
Qualification: ADVOCATE



SIGNED and DELIVERED at Mwanza)
on behalf of the said **SNOW INDUSTRIES (EA) LIMITED**)
by TOM CHEN.....who is known)
to me personally/identified to me by)
.....)
the latter person being known to me)
personally in my presence)
this 03 day of 03, 2024)

[Signature]

FOR THE TENANT
SNOW INDUSTRIES (EA) LIMITED
P.O. BOX 2287
MWANZA

Name: WILLIAM WILBARD MUYUMBU
Signature: [Signature]
Address: 1890, MWANZA
Qualification: ADVOCATE

