

LEASE AGREEMENT

Between

MORNING SIGHT INVESTMENT COMPANY LIMITED

And

INVICTUS COMMERCE TRADING LIMITED

IN RESPECT OF WAREHOUSE NO. "A3"

PLOT NO. 24A

NYERERE ROAD,

DAR ES SALAAM

LEASE AGREEMENT

This LEASE AGREEMENT is made on this 19th day of October, 2023.

BETWEEN

MORNING SIGHT INVESTMENT COMPANY LIMITED a limited liability company incorporated in the United Republic of Tanzania, whose registered office is at Nyerere Road, Temeke, P.O. Box 40303, Dar es Salaam, Tanzania (hereinafter referred to as the "**The Lessor**" which expression shall include and extend to person deriving title under the **Lessor**, its successors and assigns) of the one part.

AND

INVICTUS COMMERCE TRADING LIMITED a limited liability company incorporated in the United Republic of Tanzania, with TIN 141-051-806 whose registered office is at _____, P.O. Box _____, Dar es Salaam, Tanzania (hereinafter referred to as the "**The Lessee**" which expression shall include and extend to person deriving title under the **Lessee**, its successors and assigns) of the other part.

PREAMBLES

WHEREAS the **Lessor** is the owner of plot No. 24A along Nyerere Road, Dar es Salaam and all the buildings, outer houses and other structure standing on the said plot (hereinafter called the '**Property**')

AND WHEREAS the **Lessor** is desirous of leasing to a **Lessee** and the **Lessee** is desirous of renting the warehouse no. "**A3**" which is **300 sqms** on the terms and conditions hereinafter appearing.

NOW THEREFORE, in consideration of foregoing, the mutual covenants and promises set forth below and for other good and valuable consideration the sufficiency of which are hereby acknowledged by each of the Parties, and the Parties intending to be legally bound.

NOW THIS LEASE AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE 1

DEFINITION AND INTERPRETATION

For the purpose of this Lease the following words shall have the following meaning:

- 'Agreement'** means this lease agreement between the Lessor and Lessee for a period of **Three Years**.
- 'Lease Period'** Means the period from the **1st October, 2023**, to the day of **30th September, 2026**.
- 'Parties'** means the signatories of this Agreement.

- 'Rent'** Means the monthly rent of **United States Dollars Three Dollars (3 USD per sqm) plus VAT** payable in advance or any other such rent as may be agreed by the parties;
- 1.1 Reference to the singular include when the context so admits, reference to the plural and vice versa and references to clauses and annexes are references to clauses of and to this agreement.
- 1.2 Words importing masculine gender shall include the feminine gender and vice versa and words importing person shall include Companies.
- 1.3 The heading as used in this agreement are for convenience of reference only and shall not affect the construction of any of the terms and provision thereof.
- 1.4 If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein.

ARTICLE 2

LEASE PREMISES AND PERIOD

- 2.1 The Lessor hereby is desirous to Lease premises located at plot no. 24A along Nyerere road to the Lessee who is desirous to lease the said premises for a Period of **Three Years** commencing from the 1st day of **October, 2023**, to the day of **30th September, 2026**. Lease Period is subject to extension by the creation of new lease agreement.
- 2.2 The lessee shall pay the advance of **Six month's** rent on the day of signing the contract and the remaining balance will be paid every six months in advance.

ARTICLE 3

RENT & OTHER PAYMENTS

- 3.1 The Lessee shall pay the agreed sum of rent at the specified time in this agreement without fail and shall not withhold any deductions unless those stipulated by the law in consideration of the lease stated herein above, the Lessee shall pay a total of **United State Dollars Nine Hundred Only (USD 900/-)** plus VAT per month.
- 3.2 The Lessor shall issue an invoice of **Thirty (30) days** in advance to the Lessee and upon expiration of the period and the Lessee fails to pay the due rentals, the Lessor shall proceed to lockdown the warehouse and issue the legal Demand Notice for period of **fourteen (14) days** to clear the outstanding Rental Payment due and upon failure by the Lessee to settle the rentals, the Lessor shall proceed with legal proceedings as mentioned in **Article 4**.

- 3.3 The rent shall be paid every Six months in advance.
- 3.4 Where the Lessee opts to pay withholding tax directly to Tanzania Revenue Authority (TRA) on behalf of the Lessor, the Lessee shall avail the withholding tax certificate to the Lessor within **fourteen (14) days** from issuance of tax invoice to the Lessee. In event the Lessee fails to pay the withholding tax timely, the penalties associated with such delays shall be to the account of the Lessee.
- 3.5 The Lessor shall have the right to review rent when reasonable need arise thereto depending on the market rental value.

ARTICLE 4

DEFAULT PAYMENT

- 4.1 In the event that the Lessee fails, omits or ignores to pay the stipulated rent in this agreement for whatever reason within **Thirty (30) days** from the due date as indicated in the invoice, the Lessor shall lock the said warehouse. Further Grace Period of **Sixty (60) days** will be given to pay the outstanding rental and simultaneously the demand notice from Lawyers shall be issued for the same. During this dispute period the Lessee shall not have right of entry to its warehouse.
- 4.3 Upon default by the Lessee to make the payment within the prescribed time as described in this agreement (clause 9.1 & 9.2) after the same has become due or shall fail to observe or perform any of the terms and conditions of this Agreement, the Lessor shall without prejudice to his claim for damages for breach of this agreement forthwith the Lessor shall terminate this lease agreement without notice and retake physical possession of the said property and the Lessee shall not object to the retaking of possession of the property by the Lessor or his agents by written notice from the Lessor.
- 4.4 Upon entering of the premises by the Lessor to repossess the Leased premises, the Lessor shall confiscate goods available at the Leased Premises and proceed to auction the same to recover the outstanding rentals. The costs of such auction shall be for the Lessee.

ARTICLE 5

RENEWAL

- 5.1 The Lessee shall have the option to renew the lease agreement upon issuance of a written notice of **Thirty (30) days** prior to expiry of this lease agreement to the Lessor. The parties shall have the discretion to agree to the renewal subjected to changes in market rental values.

ARTICLE 6

THE LESSEE'S CONVENANTS

The Lessee hereby covenants to the Lessors as follow:

- 6.1 To pay the reserved rent in the afore stated on time;
- 6.2 To use the said Demised Premised for lawful commercial purposes only.
- 6.3 To maintain the Demised Premises in a clean and hygienic condition. The Lessee shall not store or permit the storage of any fuel or hazardous, violate and/or dangerous chemicals, explosives, acids or any other material which may constitute a danger to the demised premises and/or adjacent premises.
- 6.4 a) The Lessee to ensure that they are in compliant to all regulatory requirements and safety measures provided by law including but not limited to the Fire and Rescue Services Act no. 12 of 2007.
b) To equip the leased premises with Fire Extinguisher/s as described by law and to keep it/ them readily accessible in the event of fire.
- 6.5 Lessee should provide his own insurance coverage for any personal property located in or on the Leased Premises.
- 6.6 To keep the said Leased Premises in good tenable repair. The responsibility to repair any damages to the demised premises shall be of the Lessee
- 6.7 The use of demised premises should not cause nuisance or any form of annoyance to the neighboring premises. Not to use the said demised premises in a way that would create nuisance or annoyance to the neighbors.
- 6.8 The lessee undertakes to pay the all utility bills including but not limited to electricity, garbage collection and water services.
- 6.9 It shall be the responsibility of the Lessee to ensure that the premises are adequately secured and that the lessor shall not be responsible for any loss or damage suffered as a result of criminal activities on the demised premises.
- 6.10 Not to hold any auction sale in the said property unless from written permission from Lessor.
- 6.11 The Lessee shall not conduct construction work of any nature whatsoever in the demised premises without prior written consent from the Lessor which shall not be unreasonably withheld. In the event that the Lessee performs any construction activities without written consent, the Lessor shall be at the liberty to take legal actions against the Lessee.
- 6.12 The demised premises shall be used for commercial purpose only and that the Lessee shall not do any industrial related activities on the demised premises.

- 6.13 To comply with the terms of every Act of Parliament, Order, Regulations, By-laws, Rules, License and registration authorizing or regulating how the said property is used, and to obtain, renew and continue any license or registration, which is required.
- 6.14 The Lessee shall not be allowed to take any vehicle inside the warehouse for loading or offloading. In the event of default, the Lessor shall be at the liberty to take any legal actions against the Lessee.
- 6.15 All the transport vehicles entering the demised premises for loading and offloading containers or any other purposes shall be at the responsibility of the Lessee. In the event the transport vehicles cause some damages to the property of the Lessor, the Lessee will be responsible and bear the cost of replacing or repairing the damages.
- 6.16 The Lessee shall not sublease the demised premises to any third party unless prior written approval has been obtained from the Lessor.
- 6.17 Under no circumstances whatsoever will the Lessee dispose the property to a third party by way of sell.
- 6.18 The Lessee shall not be allowed to store or sell alcoholic beverages in the said demised premises.
- 6.19 **ACCESS**
- 6.19.1 To permit the Lessor and/or its agent with or without workmen and others at all reasonable times of the day with prior notice to the Lessee to enter upon and view the condition of the leased premises and forthwith (so far as the Lessee is liable) to execute all repairs and works required to be done by written notice given by the LESSOR PROVIDED ALWAYS that if the LESSEE shall not within (14) fourteen days after service of such notice commence and proceed diligently with the execution of repairs and works mentioned in such notice (so far as aforesaid), it shall be lawful for the Lessor to enter the demised premises and execute such repairs and works and the cost thereof shall be to the account of the Lessee.
- 6.19.2 In order to ensure that right persons are admitted in the compound of the building, the Lessee shall supply the Lessor names and photographs of the two individuals who will require access to the leased premises. When these two individuals are not available and if the Lessee intend to send a third person, then the Lessee shall give this person a letter containing his name and authorizing him to have access to the demised premises.
- 6.20 Not to make any alteration or renovations to the permanent structures of the said premises without obtaining prior written consent of the Lessor.
- 6.21 Upon termination of the contract whether by mutual agreement or the expiration of this agreement, the Lessee shall return the demised premises to the Lessor in the condition it was

prior to entering into the lease agreement. Any damages shall for the account of the Lessee and the Lessee shall be responsible to repair and restore the premises.

- 6.22 In case of a bonded warehouse, the Lessee will have to continue paying the rent even if the premises have been cleared until all documents have been retrieved from TRA.
- 6.23 To comply with the management's rules and regulations regarding use of car park this may be amended by management from time to time including (but subject to amendment by management from time to time).

ARTICLE 7

COMMUNICATION

- 7.1 All communications addressed to the Lessor regarding Agreements, Renewals, Notice and other related matter etc., should be done via e-mails or official letter on the below mentioned address:

MORNING SIGHT INVESTMENT COMPANY LIMITED,
P.O.BOX 40303,
DAR ES SALAAM,
TANZANIA.

Telephone : +255 715 926 162
Email : saleh.afif@azaniagroup.company
For the attention Mr. Saleh Afif

- 7.2 All communications addressed to the Lessee regarding Agreements, Renewals, Notice and other related matter etc., should be done via e-mails or official letter on the below mentioned address:

MANAGING DIRECTOR,
INVICTUS COMMERCE TRADING LIMITED
P.O.BOX _____,
DAR ES SALAAM
TANZANIA.

Telephone : +.....
Email :
For the attention :

ARTICLE 8

THE LESSOR'S COVENANTS

The Lessor hereby covenants to the Lessee as follows:

- 8.1 To keep the exterior of the leased premises together with the roof, Trusses, main structural walls of the Lease premises in tenable repair and condition.
- 8.2 To grant peaceful and quite enjoyment of the premises to the Lessee for the duration of the Lease Agreement.
- 8.3 To pay land rent and municipal rates to the relevant authorities promptly.
- 8.4 The lessor shall provide external security services.

ARTICLE 9

THE LESSOR AND LESSEE'S DECLARATION

- 9.1 The Lessor and Lessee hereby further agree and confirm.
- 9.2 The common arears for demised property shall be for the use of all occupants of the demised premises.
- 9.3 In the event the rent is hereby reserved or any party thereof shall at any time be in arrears and remained unpaid for the period of thirty (30) days after the same has become due and payable, whether or not formally or legally demanded or if the Lessee fails or neglect to perform and observe any of the covenants and conditions herein contained and on his party to be performed and observed, or of the Lessee becomes bankrupt or is wound up whether voluntary or involuntary otherwise than for the purpose of amalgamation or reconstructions then and in the event of any such case that the Lessor may at any time thereafter re-enter upon and repossess the Lease Premises or any part thereof and hold onto the same as if this Lease had not been granted but without prejudice to any right of action or remedy of either party for any antecedent breach of the covenants herein contained.
- 9.4 That the Stamp Duty of this Lease Agreement shall be paid by the Lessee.
- 9.5 NEW GOVERNMENT LEVIES: In the event that the government of the United Republic of Tanzania or any subdivision or agency thereof imposes any new or additional taxes, levies or imposts relating to tenancies, such levies shall be payable by the Lessee to the extent that the levies do not relate to ownership of land of which such levies shall be paid by the Lessor.
- 9.6 The Lessee shall deduct **Ten Percent (10%)** of the withholding tax from the rental payments and avail certificates to the Lessor within 14 days of issuance of invoice.

ARTICLE 10

TERMINATION CLAUSE

Either party may terminate this Lease Agreement by giving the other party a three (3) month notice period. During the notice period, all obligations and duties vested to both parties shall continue until the termination date of the agreement.

ARTICLE 11

CONFIDEFIALITY

That the parties hereto recognize that propriety information is important, material and confidential. Accordingly, the Lessee shall not, directly or indirectly, during the terms of this Lease Agreement or at any time thereafter, without the prior written consent of the Lessor, disclose any propriety information with respect to this Lease Agreement to any third without prior authorization of the Lessor.

ARTICLE 12

SERVICE OF NOTICE

For the purpose of Service of Notice under this Lease Agreement shall be in writing. Notice to either party by the other shall be deemed to be successfully served by dispatch or Email.

ARTICLE 13

LAW AND DISPUTE SETTLEMENT

This lease shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. Any dispute arising from or in connection with this Lease Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

ARTICLE 14

FORCE MAJEURE

- 14.1 For the purpose of this lease agreement "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible under circumstances and includes, but is not limited to Government Gazette Notice, war, earthquakes, fire, explosion, storm, flood and other adverse weather conditions, strikes, lockouts or other industrial action (except where such invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 14.2 Measures to be taken
- (a) Either Party affected by an event of *force majeure* shall take all reasonable measures to prevent such inability to fulfill its obligations with minimum of delay.
 - (b) The affected Party shall give 14 days as to the occurrence and evidence of the event and specify measures to restore the situation.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any occurrence of *force majeure*.

ARTICLE 15

MISCELLANEOUS PROVISION

- 15.1 Notwithstanding the above terms and conditions of this Lease Agreement, it is hereby further agreed that any permanent structures and improvements made by the Lessee shall be considered as part of the Demised Premises.
- 15.2 All matters arising from or in connection to this Lease Agreement shall be governed by and construed in accordance with Tanzanian Law.

In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing:

STAMPED with an **OFFICIAL STAMP** of the said
MORNING SIGHT INVESTMENT COMPANY LIMITED
and **DELIVERED** in our presence
this 19th day of ... October, 2023.



Name : ADNAN A. ABDULAH
Signature : [Signature]
Qualification : FINANCE MANAGER
Postal Address : 40303 Dar es Salaam

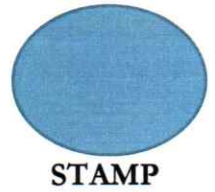
Name : AHLAM ABDULLATIF BAJABIR
Signature : [Signature]
Qualification : PROPERTY MANAGER
Postal Address : 40303 Dar es Salaam

BEFORE ME:

Name : SALEH MOHAMED AFIF
Address : 40130 D'SALAAM
Signature : [Signature]
Qualification : Advocate, Notary Public & Commissioner for Oaths




STAMPED with an OFFICIAL STAMP of the said
INVICTUS COMMERCE TRADING LIMITED
and DELIVERED in our presence
this day of, 2023.

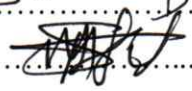


Name : KHALID OMER MOBARRAK
Signature : 
Qualification : Director
Postal Address :



Name : ABDURAEI ABDULKARIM RAJABIR
Signature : 
Qualification : ASSISTANT MANAGER
Postal Address :

BEFORE ME:

Name : SALEH MOHAMED AFIF
Address : 40130 D'SALAAM
Signature : 
Qualification : Advocate, Notary Public & Commissioner for Oaths

