

THE LAND ACT 1999

LEASE

BETWEEN

**GABRIEL MWASHELA
(LESSOR)**

AND

**LAKE HAUL LOGISTICS LIMITED
(LESSEE)**



**Lease of Office space located on Floor
Jamhuri street, Dar es Salaam, Tanzania**

LEASE AGREEMENT

THIS LEASE is made this Day of **NOVEMBER, 2024** between **M/s GABRIEL MWASHELA** of P. O Box 5896, Dar Es Salaam, Tanzania. (hereinafter called "**the Lessor**") which expression shall, where the context so admits, include its successors and assigns) on one part,

and

LAKE HAUL LOGISTICS LIMITED whose address for the purposes hereof is P.O Box 6810, Dar es Salaam, Tanzania (hereinafter called "**the Lessee**") which expression shall, where the context so admits, include its successors and assigns), of the other part.

NOW THIS LEASE WITNESSETH as follows:-

1.0 LEASE PERIOD, RENT, SERVICE CHARGE & FITTING OUT

1.1 **IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee that entire **OFFICE SPACE....., covering 13. sqm on the 2nd Floor** (hereinafter called "the demised premises") **TO HOLD** the demised premises unto the Lessee for a period of **1 YEAR** commencing **7th NOVEMBER, 2024** and expiring on **6th NOVEMBER, 2025** (hereinafter called "**the Term**") with an option to renew for a further term of **1 YEAR** subject nevertheless to the provisions for renewal hereinafter contained, yielding and paying therefore during the term hereby reserved:-

- a) The Lessee shall pay Reserved Rent to the Lessor in respect of the demised premises of the sum of **TSHS 300,000.00 (Say Tanzanian Shillings Two Hundred Thousand only)** per month, Exclusive of 10% withholding tax and 1% stamp duty and exclusive of 18% VAT.
- b) Further the Lessee shall pay the sum of **Tshs. 50,000.00 (Say Tanzanian shillings Fifty Thousand only)** for service charges per month.
- c) All rent and Service Charges will be paid **Three (3) months** in advance.
- d) The Lessee shall, on signing hereof, pay the Security Deposit by cash, crossed cheque/bank transfer equivalent to one (1) month rent in favor of the Lessor including service charges.



- e) Rent rates and Service Charges are subject to review on renewal as hereinafter provided; payable without any deductions except such deductions as may be so deductible as prescribed by statute from time to time.

2.0 **LESSEE'S COVENANTS**

The Lessee hereby covenants with the Lessor:-

2.1 **Rent & Other Payments**

- 2.1.1 To pay the rent on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off except to the extent to which the Lessor has substantially defaulted on any of his obligations stated under this Lease.
- 2.1.2 To pay for all rates, charges and levies relating to the management and maintenance of the common areas including service charges as required from time to time by the General Manager of Ramada Diesel System Limited. The General Manager shall acknowledge receipt of all the payments.

2.2 **Repair, Cleanliness & Replacement of fixtures**

- (a) To keep the demised premises in good and substantial repair and to maintain them in good tenable condition rectifying any damage to the demised premises and when necessary rebuilding the demised premises except in so far as such damage is caused by the action of the Lessor or its agents acting negligently.
- (b) To clean the demised premises and keep them in a clean condition.
- (c) To replace the Lessor's fixtures and fittings, if any, in the demised premises which may be or become beyond repair at any time during or at the expiration of the term as a result of any act, omission or negligence on the part of the Lessee, fair wear and tear excepted.

2.3 **Alterations**

- (a) Not to make any internal non-structural alterations to the demised premises or unite the demised premises with any adjoining premises without obtaining the consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- (b) To remove any additions, alterations or improvements made to the demised premises at the expiration of the Term if so required by the Lessor to the reasonable satisfaction of the Lessor or its Surveyor and to repair any parts of the demised premises, which may be damaged by such removal.

2.4 **User Clauses**



(a) **Abandoning premises**

Not to cease use of the demised premises or leave the demised premises continuously unoccupied for more than one month without:-

- (i) Notifying the Lessor and
- (ii) Providing such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall require in order to protect the demised premises from vandalism, theft, damage or unlawful occupation.

(b) **Other user Clauses**

- (i) Not to affix or exhibit on the outside of the demised premises or to or through any window of the demised premises nor display anywhere on the demised premises any placard, sign, notice, fascia board or advertisement except any sign permitted by virtue of any consent given by the Lessor which shall not be unreasonably withheld or delayed.
- (ii) Not to do nor allow to remain upon the demised premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Lessor or to the owners or occupiers of the adjoining buildings.
- (iii) Not to use the demised premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade business, manufacture or for any illegal or immoral act or purpose.
- (iv) Not to stop up, darken or obstruct any windows or light belonging to the premises without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- (v) Not permit, trade in or use Alcohol based products or beverages on the demised premises

2.5 Lessor's Right of Entry

To permit the Lessor:

- (i) To enter upon the demised premises at reasonable times to be agreed upon in advance with the Lessee for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed.
- (ii) To enter upon the demised premises at reasonable times to be agreed upon in advance with the Lessee to view the state of repair and condition of the demised premises.



- (iii) To give to the Lessee a notice specifying any repairs, cleaning maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee to execute the same as soon as reasonably practicable.

2.6 **Alienation**

- (a) Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the demised premises or permit another person to occupy the whole or any part of the demised premises.
- (b) Not without the consent of the Lessor which shall not be unreasonably withheld or delayed to assign, underlet or charge part only of the demised premises.

3.0 **THE LESSOR'S COVENANTS**

The Lessor covenants with the Lessee: -

- 3.1 To permit the Lessee peacefully and quietly to hold and enjoy the demised premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.
- 3.2 To pay promptly all existing and future land rents and other rates, taxes, assessments impositions and outgoings, which are now payable by the Lessor or which may thereafter be imposed or charged on the Lessor in respect of the demised premises or building and to undertake responsibility for any penalty or fine levied in respect of late payment which is due solely to the fault of the Lessor.
- 3.3 At the Lessor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the demised premises or the use to which the demised premises are being put that are required in order to comply with the requirements of any statute and provided that the Lessor shall not be responsible for matters which are the express liability of the Lessee under these presents.

4.0 **THE LESSOR AND LESSEE FURTHER MUTUALLY AGREE AND DECLARE AS FOLLOWS:**

4.1 **Re-entry Clauses**

If and whenever during the Term:-

- (a) The rent (or any other monies or part of them) under this Lease are outstanding thirty (30) days after becoming due, and if such rents remain outstanding thereafter more than seven days after the Lessee receives written notice that such amounts are outstanding,
or



- (b) There is a breach by the Lessee of any covenant or other term of this Lease;
or
(c) The Lessee:
- (i) Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company)
or
 - (ii) Has a receiver appointed;

The Lessor may re-enter the demised premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have then accrued to the Lessor against the Lessee in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made).

4.2 **Disputes:**

All disputes and controversies arising out of/or relating to the performance of this Agreement which cannot be settled by the mutual agreement within 30 (Thirty) days may be referred to any court of competent jurisdiction in the United Republic of Tanzania.

5.0 This Lease shall be governed by and construed in accordance with the laws of Tanzania.

6.0 Any notice to be given under this Lease may be given by sending the same by post, by the quickest mail available or by telex, telefax addressed to the party concerned at its address as given hereinabove: -

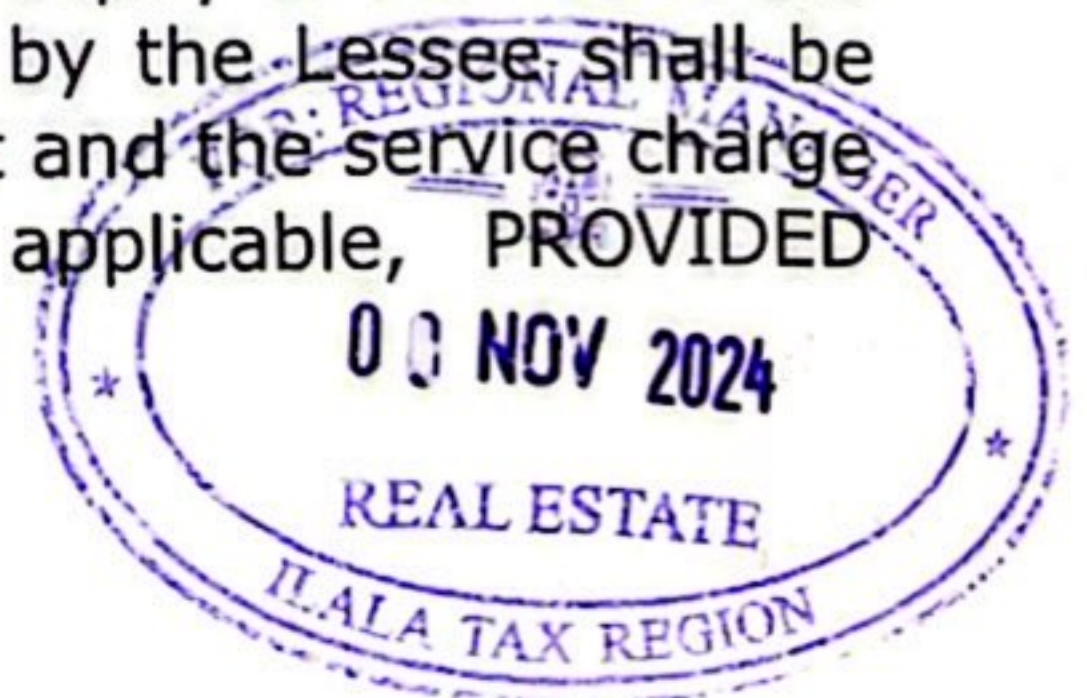
7.0 **RENEWAL/TERMINATION CLAUSE**

Renewal

8.1 If the Lessee shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby created, and if the Lessee shall have delivered to the Lessor notice in writing not less than three (3) calendar months before the expiry of the current lease the Lessor, at his discretion, may renew the lease subject to renewal terms and conditions being agreed upon between the Lessor and Lessee.

Termination

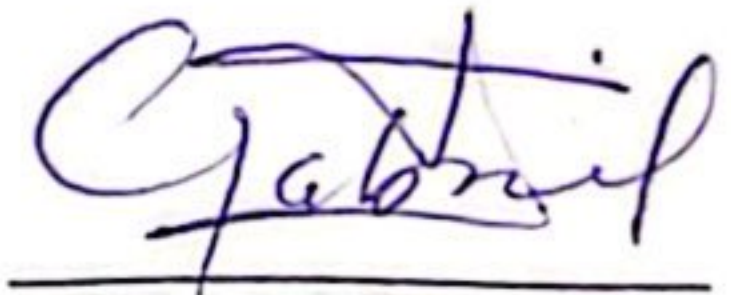
8.2 If the Lessee shall desire to determine the term hereby created he shall give to the Lessor ONE (1) month notice in writing of the Lessee's intention to terminate the Agreement and on the expiry of the notice the Agreement shall determine forthwith but notice by the Lessee shall be valid only if accompanied by payment for the rent and the service charge for the unexpired term of the Lease, If applicable, PROVIDED



NEVERTHELESS the Lessor may determine the same by giving the Lessee ONE (1) month notice if the Lessee is in default of any of the clause of the Lease Agreement.

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

SEALED with the **COMMON SEAL** of the)
said **M/s GABRIEL MWASHELA**)



LESSOR

and **DELIVERED** in our presence)
this 07 day of **NOVEMBER, 2024**)

WITNESS:

Name: JENIPHER NESTORY LUASHA

Postal Address: 11423, DSM

Qualification/Designation: ADVOCATE

Signature: [Handwritten Signature]

Name: JENIPHER NESTORY LUASHA

Postal Address: 11423, DSM

Qualification/Designation: ADVOCATE

Signature: [Handwritten Signature]



SEALED with the **COMMON SEAL** of the)
said **LAKE HAUL LOGISTICS LIMITED**)

LAKE HAUL LOGISTICS LIMITED
P.O. BOX 6810
DAR ES SALAAM

LESSEE

and **DELIVERED** in our presence)
this 07 day of **NOVEMBER, 2024**)

WITNESS:

Name: JENIPHER NESTORY LUASHA

Postal Address: 11423, DSM

Qualification/Designation: ADVOCATE



Signature:

Luasha

Name:

JENIPHER NESTORY LUASHA

Postal Address:

11483, DSM

Qualification / Designation:

Advocate

Signature:

Luasha



BEFORE ME:

Name:

JENIPHER NESTORY LUASHA

Postal Address:

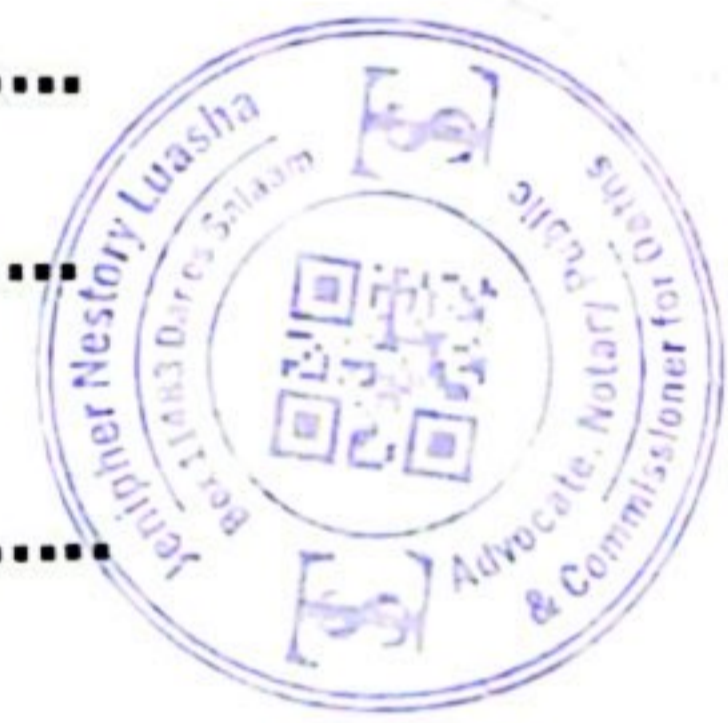
11483, DSM

Qualification / Designation:

Advocate

Signature:

Luasha



TIN: 179-433-826

SP: 36,000

WHT: 360,000 [1 year]

8/11/2024

