

LEASE AGREEMENT

BETWEEN

C & G (T) LIMITED

AND

ALHARTHY LOGISTICS COMPANY LIMITED

LEASE OF OFFICE(S) 108
C & G PLAZA 672/2 MIKOCHE NI B,
MWAI KIBAKI ROAD, DAR ES SALAAM

THE REGISTRATION OF DOCUMENTS ORDINANCE (CAP 117)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar Es Salaam on this 05 of APRIL 2024

BETWEEN

C & G (T) LTD, of P. O. Box 8512, Dar Es Salaam (hereinafter referred to as "the LESSOR") which expression shall where the context so admits, include its assigns, executors and other successors in title) of the other part.

AND

ALHARTHY LOGISTICS COMPANY LIMITED referred to as "the LESSEE" which expression shall, where the context so admits include his assigns, executors and successors in title of the other part.

WHEREAS, the LESSOR is the owner of C & G PLAZA Commercial building located on Plot No. 672/2, Mikocheni B, Dar Es Salaam (hereinafter referred to as demise premise).

AND WHEREAS the LESSOR is desirous to let the demised Office(s) 108 referred herein above on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the rent hereby reserved and on the terms and conditions, covenants, and agreements herein contained,



1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:
- a) The LESSOR doth hereby demise to the LESSEE the Office(s) 108 of that Demised Premises TO HOLD the same unto the LESSEE Plaza for a period of ONE YEAR term renewable by mutual consent of the parties under the provisions of Clause 3(g), TO HOLD the same unto the Lessee from the 1/05/2024 ending 30/04/2025, PAYING THEREFORE during the said term the monthly rent of TSH 400,000 plus VAT, payable quarterly.
 - b)
 - i) The LESEEE shall pay to the LESSOR on signing of this Agreement the reserved three month rent for the above office amount of TSH 1,296,000 which is Inclusive of 18% VAT and excluding withholding tax of TSH 120,000 to be paid directly to TRA without failure; in advance covering three months' rent beginning 1/05/2024.
 - ii) The said rent shall be paid within Seven (7) days of the new month of the quarter (i.e From 1st to 7th of the new month of the quarter)
 - iii) If the delay in payment exceeds 21 days, the Landlord has a right to take over the premise without further notice and will effect eviction.
 - iv) The LESSEE shall pay on demand on pro rata basis to the local or other responsible authority and all other service fees as hereinafter mentioned;
 - a. Electricity Supply(LUKU),
 - b. Generator Fueling,
 - c. Motor vehicles Parking Fees,
 - d. Advertisement Boards Fees,
 - e. Regular maintenance (Air conditioner & Lighting Fixtures, Generator Services, Painting, Door Locks, Door Knobs, Toilet tools, Bulbs etc)
 - f. Security,
 - g. Garbage collection,
 - h. Water supply bills(Waste and Clean water)
 - i. Any other charges levied from time to time in respect of the demised office property.
 - c) The LESSEE shall not make any alterations or additions to the PREMISES without the LESSOR'S prior written consent. The LESSOR will not be obliged for any alteration or renovations done, but the LESSEE shall be entitled, at his own expense, to carry out such alterations, additions or renovations provided that the LESSOR'S prior written consent is obtained. The LESSEE shall under no circumstances have any claim for compensation for any such alterations, additions or renovations whether or not they are removed and the PREMISES reinstated.
 - d) The LESSEE may, with the prior written consent of the LESSOR, at any time install own office furniture, fixtures, fittings, office equipment, networking system and signage in the PREMISES for the purpose of carrying on the LESSEE'S business and may at any time and shall prior to the termination of this Lease if so required by the LESSOR, remove any such



furniture, fixtures or fittings provided that the LESSEE shall repair any damage caused by the installation or removal of such fixtures, fittings or equipment.

- e) The LESSEE is not allowed to keep or permit to be kept on the demised premises any materials of dangerous or explosive nature or the keeping of which may contravene any statutes or local regulations or by Laws or to carry nature or be a cause of disturbance or annoyance, or danger to neighbours, or public.
- f) To permit the LESSOR or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the demised premises and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the LESSEE's responsibility).
- g) Not to assign, sublet, or part with possession of the demised premises or any part thereof without the written consent of the LESSOR.
- h) Not to do or permit or suffer to be done anything, whereby any insurance of the demised premises against loss or damage by fire or other risks covered by the LESSOR's insurance policy may become void or increased and or avoidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the LESSOR all such excess premium and to make good any losses suffered due to non-coverage of such occurrences.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- a) The LESSOR shall provide to the LESSEE with the following services; standby generator, general sanitation water supply, office janitor, general security, garbage collection, compound & building maintenance only.
- b) The LESSOR is liable to maintain and care for the demised office premises fixtures and fittings, including doors, windows, locks, sanitary, water apparatus, electric wiring etc, in good repair and tenable condition, normal wear and tear accepted.
- c) To pay land rent and all other statutory payments, which are now or may hereafter become imposed or charged upon the Demised Shops Premises or payable by the LESSEE in respect thereof.
- d) The LESSOR or their servants and agents will at all reasonable times and prior consent of the LESSEE, have the right to enter upon the Demised Premises for carrying out any work of repairs, additions or alterations to the Demised Premises or to the connections for the amenities aforesaid by previous notice thereof to the LESSEE and the LESSEE shall not unreasonably object to the same.



- c) In case of damage of the leased PREMISES or its appurtenances by fire, earthquake, war or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the leased PREMISES shall be damaged by fire or other cause without the fault or negligence of the LESSEE, or its agents, clerks, servants or visitors, the injury shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if leased PREMISES be so nearly destroyed as to make it untenable, without the fault or neglect of the LESSEE, either party may demand rescission of this contract. All advance but unused rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

3. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOW:

- a) If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for twenty one days (21) after the same shall have become due (whether formally or legally demanded or not) or if the LESSEE shall at any time fail or neglect to perform or observe any of the covenants and obligations herein contained and its part to be performed and observed the LESSOR shall be entitled to re-enter and take possession of the demised premises without prejudice to any antecedent or other claims that either party shall have against the other.
- b) The LESSOR shall charge interest of 16% above the current prime bank rate charged by Commercial Banks in Tanzania for the unpaid rent.
- c) Either party may terminate this Lease at any time upon giving written notice to the other Party at least Three (3) calendar month in advance of the termination date. Such termination of this Lease will be without prejudice to any right of action or remedy of either Party in respect of any antecedent breach of the terms and conditions contained herein. If the LESSEE terminates this Lease in accordance with this clause, the LESSEE shall not be liable for any charges additional to those incurred to the date the Lease is terminated and the LESSOR shall, within Ninety (90) business days of the termination date refund to the LESSEE all advance rental payments in excess of rental liability accrued to the date of termination.
- d) If the LESSEE shall be desirous of taking a lease of the Demised Premises for a further term from the expiration of the term hereby granted shall not more than one (1) months before the expiration of the term hereby granted have given to the LESSOR a notice in writing. If the LESSEE shall have paid the rent hereby reserved and shall have reasonably performed and observed the stipulations herein contained and on his part to be performed and observed up to the expiry of the Tenancy hereby created, then the LESSOR will let the Demised Premises to the LESSEE for a further Annual term to be agreed between the LESSEE and the LESSOR from the date following the date of expiry of this present lease at a rent to be mutually agreed upon by both parties.



4. GENERAL OBLIGATIONS

- a) The LESSEE shall care for and maintain the PREMISES and all air conditioner, furniture and fittings, equipment, including office fronts (interior and exterior) or appurtenances of whatsoever nature in good order and repair during the period of the Lease and at the termination thereof return and deliver the same to the LESSOR in the same good order and condition as it was at the commencement date or as it was when the PREMISES were first occupied by the LESSEE. The LESSEE shall repair any damage caused to the doors, windows, shop fronts (interior and exterior), ceiling(s), floor and walls of the PREMISES which may be occasioned by any cause including forcible entry or exit and malicious damage.
 - b) The LESSEE shall not do or permit anything to be done that may be calculated to damage the walls or ceilings or any other portion of the PREMISES and/or the BUILDING;
 - c) The LESSEE shall not install any floor covering, interior or exterior lighting, plumbing, fixtures or shades or make any changes to the PREMISES or BUILDING without the LESSOR'S prior written consent;
 - d) The LESSOR shall at all times ensure that the PREMISES is free from infestation by vermin and should it be discovered that the PREMISES is infected with vermin, the LESSEE shall be responsible for the payment of the cost of the fumigation or other treatment necessary to eradicate such vermin. On the LESSEE giving up occupation of the PREMISES, the LESSEE shall be obliged to ensure that the PREMISES is free from infestation by vermin and should it be determined that the PREMISES is infected with vermin the LESSEE will likewise be responsible for the cost of treatment for the extermination and eradication of the vermin and such costs will be a charge against the LESSEE'S deposit (if any). A certificate issued by a recognised registered fumigator or vermin exterminator as to the presence of vermin shall be conclusive and binding on the parties.
 - e) The LESSEE shall be obliged to pay the rent in the manner aforesaid in clause 1(a)(b) and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed the LESSEE shall peacefully and quietly possess and enjoy the Demised Premises during the term hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the LESSOR or any person or persons lawfully or equitably claiming by, from or in trust for them.
5. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TANZANIA.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS this 05 day of April 2024 and in the manner hereinafter is appearing:

SEALED with the Common Seal of the said LESSOR,
C & G (T) LIMITED

Mrs. Gloria Kida
Director
Limited to be
the sole signatory to this Agreement


Signature
Seal/Stamp duly authorised by C & G (T)


In my Presence

Name... *CHUKLIDA*
Signature... *[Signature]*
Title: COMMISSIONER FOR OATHS



SEALED with Common seal of the said LESSEE ALHARTHY LOGISTICS COMPANY LIMITED

SUPPLIES

Signature... *Mussa Issa Abdallah*
Mussa Issa Abdallah
Director
the sole signatory to this Agreement.


Authorised to be

In my Presence

Name... *CHUKLIDA*
Signature... *[Signature]*
Title: COMMISSIONER FOR OATHS

