

**LEASE AGREEMENT**

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**WINAS AGENCY**

**AND**

**AGRIBASE BIOSCIENCE INTERNATIONAL (T) LIMITED**

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This **LEASE AGREEMENT** is made this <sup>2<sup>ND</sup></sup> day of <sup>JANUARY</sup> 2024

**BETWEEN**

**A) WINAS AGENCY** P.O. Box 2416 Arusha, "**Landlord**", which expression shall where the context so admits, include its successors and assigns) of the one part; **AND**

**B) AGRIBASE BIOSCIENCE INTERNATIONAL (T) LIMITED**, PO Box 1367, Arusha, Tanzania (here in after referred to as the "**Tenant**", which expression shall, where the context so admits, include its successors and assigns) of the other part.

**WHEREAS**

1. The Landlord wishes to let and the Tenant wishes to take the Premises for the Term at the Rent and in accordance with the terms and conditions herein.
2. The Landlord also expressly consents to the Tenant carrying out the works as detailed in Schedule 2 hereto at the Premises.

**IT IS AGREED AS FOLLOWS:**

**1. LICENCE**

The Landlord hereby grants unto the Tenant consent to carry out the Works in and upon the Premises as set out in Schedule 2 hereto

**2. RENT**

2.1 In consideration of the rent hereinafter reserved (the "**Rent**") and of the agreements on the part of the Tenant hereinafter contained or implied the Landlord **HEREBY AGREES** to let and the Tenant **HEREBY AGREES** to take the Premises **TOGETHER WITH** the rights for the Tenant and persons authorized by the Tenant to use the Landlord's fixtures and fittings and other items in the Premises, if any, **TO BE HELD** by the Tenant for a term of <sup>TWO</sup> ~~One~~ year (the "**Term**") from the **date of execution of this Lease** (hereinafter referred to as "**the Commencement date**") with a further option to renew on the same or new terms and conditions to be discussed at that time.

2.2 The Rent shall be **United states of America Dollars One Thousand and Fifty** (USD 1050) per month inclusive of 10% withholding tax.

2.3 The rent shall be payable **Quarterly in** advance within ten (10) days of the execution of this Lease and shall be paid thereafter on each anniversary of the execution of the Lease unless otherwise agreed in advance by the parties hereto. The rent shall be paid into the account

2.4 The Lease period shall commence from 1<sup>st</sup> January 2024 to 31<sup>st</sup> December 2025.

**Bank: CRDB**

**Account Name: WINAS AGENCY**

**Bank Branch: ARUSHA**

**Swift code: CORUTZTZ**

**Branch code: 3105**

### **3. TENANT'S COVENANTS**

The Tenant **HEREBY AGREES** with the Landlord as follows:

#### **a. PAYMENT**

To pay the Rent clear (in accordance with Clause 2.6) of all deductions at the time and in the manner aforesaid, whether demanded or not.

#### **b. ELECTRICITY AND WATER**

The Tenant shall ensure that all payments due to the relevant authority of the costing and charging for the use of electricity and water in the Premises up to and including the date of termination are fully paid.

#### **c. TRANSFER / ASSIGN / SUBLET**

The Tenant shall not to transfer, assign or sublet the Premises or any part thereof without the prior written consent of the Landlord. Such consent shall not be unreasonably withheld or delayed.

#### **d. DELIVERANCE OF KEYS AND CONTENTS OF THE PREMISES**

On the expiration or sooner termination of the Term the Tenant shall deliver up the Premises to the Landlord with all keys thereof in good and tenantable repair and condition in strict compliance with the terms of this Agreement (normal wear and tear excluded).

### **4. LANDLORD'S COVENANTS**

The Landlord **HEREBY AGREES** with the Tenant as follows:

Handwritten signature and the number 3.

#### **4.1 QUIET OCCUPATION**

The Tenant paying the Rent hereby reserved and observing and performing the agreement and stipulations herein shall peacefully hold and enjoy the Premises during the said term without interruption.

#### **4.2 INSURANCE**

Landlord shall throughout the term of this Lease and any renewal or extension thereof, at its own expense, obtain and maintain in full force and effect, all relevant insurances in respect of the Premises.

For the avoidance of doubt, the Tenant shall throughout the term of this Lease and any renewal or extension thereof, at its own expense, obtain and maintain in full force and effect, all relevant insurances in respect of the Tenant's fittings and fixtures therein and thereon only and Tenant's stock held at the Premises.

#### **4.3 MAINTENANCE AND REPAIR**

Landlord warrants that the Premises conforms with all relevant laws and regulations, including without limitation, those laws and regulations relating to building standards, fire safety and health and safety. The Landlord shall throughout the term of this Lease and any renewal or extension thereof, at its own expense, perform all repairs to the structure of the Premises within seven (7) days of the Tenant notifying the Landlord of the need for same. In the event that the repairs are not completed within the time frame set out in this Clause 4.3, the Tenant (or their respective servants and/or agents) is permitted to perform the repairs and the cost of same shall be deducted from the rent owed by the Tenant for the following payment period.

#### **4.4 OPTION TO RENEW**

If the Tenant wishes to renew its tenancy for a further term, and provided the Tenant has given the Landlord at least one (1) months' notice before the expiry of the Term and has materially complied with the terms and conditions of the Lease Agreement, the lease may at the Landlord's discretion be extended for a further period on terms to be agreed upon by the parties.

#### **5. ARBITRATION**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to Arbitration as provided for by Arbitration Act.

#### **6. MISCELLANEOUS PROVISIONS**

All matters arising from or in connection to this Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.

No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.

**7. TERMINATION OF THIS AGREEMENT BY LANDLORD OR TENANT**

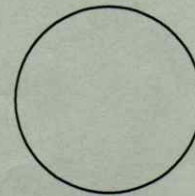
The Landlord or Tenant may terminate this Lease agreement at any time by providing One (1) months' notice in writing to the other party. On termination or expiry of this Lease, the Tenant shall have no liability or responsibility in respect of the Premises and/or to the Landlord in respect of any matter arising from this Lease.

IN WITNESS WHERE OF the Landlord and the Tenant have set their respective hands on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

**SEALED with COMMON SEAL of the said WINAS AGENCY and DELIVERED**

In our presence of this .....day of 2024.

NAME: Fadih Alkhatib  
SIGNATURE: [Signature]  
POSTAL ADDRESS: 2461 Arushe  
QUALIFICATION: DIRECTOR



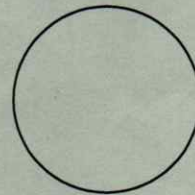
Land Lord

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
POSTAL ADDRESS: \_\_\_\_\_  
QUALIFICATION: DIRECTOR

**SEALED with COMMON SEAL of the said AGRIBASE BIOSCIENCE**

**INTRNATIONAL (T) LTD and DELIVERED**  
In our presence of this .....day of 2024.

NAME: JOSEPH DUKI  
SIGNATURE: [Signature]  
POSTAL ADDRESS: 1367 ARUSHA  
QUALIFICATION: DIRECTOR



Tenant

NAME: ANANIA MARD  
SIGNATURE: *Anania*  
POSTAL ADDRESS: 1617 ARUSHA  
QUALIFICATION: DIRECTOR

**BEFORE ME**

NAME: JACOB V. MALICK

SIGNATURE: *Jmalick*

POSTAL ADDRESS: 11444, ARUSHA

QUALIFICATION: ADVOCATE, COMMISSIONER FOR OATHS



FEE/DUTY PAID SHS. 591,249.59  
RECEIPT No. 9984116928660  
IN RESPECT OF STAMP DUTY  
AKA 25/09/2024  
For. REGIONAL MANAGER  
TRA ARUSHA

*D. M. M.* 6