

LEASE AGREEMENT

THIS AGREEMENT is made this day of 2020

BETWEEN

MOHAMED EIDHA AWADH, of Dar es Salaam (hereinafter referred to as "the Lessor", which expression shall where the context so admits include his successors and assigns) of the first part

AND

MEK ONE LOGISTICS COMPANY LIMITED, of Post Office Box Number 5055, Dar es Salaam (hereinafter referred to as "the Lessee", which expression shall where the context so admits include its successors and assigns) of the second part.

WHEREAS:

A. The Lessor has agreed to lease to the Lessee the upper office space situated at Plot No. 2010 Block "A", Chang'ombe Area, Temeke District - Dar Es Salaam City (hereinafter referred to as "the leased premises")

B. The Lessor and the Lessee have agreed that the lease of the premises shall be subject to the terms and conditions stipulated under this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1.0 TERM OF THE TENANCY

The Lessor hereby demises unto the Lessee the leased premises for a term of five years commencing on the 7th day of July 2021 and expiring on the 6th day of July 2026.

PROVIDED THAT the term hereby created may, at the option of the Lessee, be extended for a further term upon giving to the Lessor a written notice of at least three (3) months before the expiry of the initial term, subject to mutually agreed rental and terms.

FURTHER PROVIDED THAT this lease may be terminated by the Lessor at any time upon giving at least three (3) months' prior written notice, and all payments made in advance for any unexpired portion shall be refunded to the Lessee.

Likewise, if the Lessor fails to observe his covenants under Clause 4.0, the Lessee may terminate this Agreement with a full refund for the remaining prepaid months.

2.0 RENT PAYABLE

2.1 The Lessee shall pay a monthly rental of TZS 1,500,000/=. The payment shall be made six months in advance, totaling TZS 9,000,000/=:, which amount has already been paid in full by the Lessee upon signing this Agreement.

3.0 LESSEE'S COVENANTS

The Lessee hereby agrees with the Lessor as follows:

- (a) To pay all water and electricity bills as they fall due.
- (b) To keep the leased premises and its fixtures and fittings in good and tenantable repair fair wear and tear or accidental fire excepted.
- (c) To permit the Lessor or his agent, at reasonable times and with notice, to inspect the premises and, if necessary, serve notice to repair defects, which the Lessee shall remedy within one calendar month.
- (d) Not to make any alterations to the premises without prior written consent from the Lessor.
- (e) Not to damage or cut any walls or structural timber, save as reasonably required.
- (f) To use the premises strictly for commercial purposes, specifically for office use and associated lawful business.
- (g) Not to do anything that may invalidate insurance or increase premiums on the premises.
- (h) Not to assign, lease or sublet the premises or part thereof without the written consent of the Lessor.
- (i) To vacate and hand over the premises in the condition required by this Agreement upon expiration or termination if the lease is not renewed.

4.0 LESSOR'S COVENANTS

The Lessor hereby agrees with the Lessee as follows:

- (a) To allow peaceful enjoyment of the premises by the Lessee without disturbance, provided the rent is paid and covenants are observed.
- (b) To pay all statutory charges, taxes, and city rates relating to the premises, and to provide copies of receipts to the Lessee.

PROVIDED ALWAYS:

(a) In the event that the Lessor needs to demolish or reconstruct the leased premises, a reasonable notice shall be issued and any advance rent for the unexpired term refunded

(b) If either party defaults in their covenants, and fails to rectify the breach within 30 days of written notice, the lease shall terminate without prejudice to any right of action for the breach.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

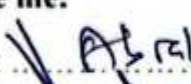
SIGNED by the Lessor:

Name: MOHAMED EIDHA AWADH

Signature: 

Qualification: 

Before me:

Name:  Abrahams Ted Mwakifungu

Signature: 

Postal Address: P.O. Box 68326 Dar es Salaam

Qualification: Advocate



SIGNED by the Lessee for MEK-ONE LOGISTICS LTD:

Name:  Motta Howell

Position: GM

Signature: 

Qualification: GM



Before me:

Name:  Abrahams Ted Mwakifungu

Signature: 

Postal Address: P.O. Box 68326 Dar es Salaam

Qualification: Advocate

