

**THE REGISTRATION OF DOCUMENTS
(ACL.LA. 01. 2024)**

DATED THIS THE 15.DAY OF..September...2025

LEASE AGREEMENT

BETWEEN

FHAAM LOGISTICS COMPANY LIMITED
(referred to as “the Lessor ”)

AND

CBRI INDUSTRIAL PARK ASSETS LIMITED
(referred to “the Lessee”)

RESIDENTIAL LEASE AGREEMENT

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1. SCHEDULE

- 1.1 The Agent: N.A.
- 1.2 The **Lessor**: FHAAM LOGISTICS COMPANY LIMITED
Registration number/Identity number: 158-310-600
VAT Registration number: 40-312619-K
- 1.3 Name of **Lessee**: CBRI INDUSTRIAL PARK ASSETS LIMITED
Registration number: 188639178
VAT Registration number: NA
TIN Registration number: 188-639-178

Description of Premises

- 1.4 Property name: LAND AND WARE HOUSE FACILITY
- 1.5 Plot number P65845, P65846 measuring approximately 81120.8 sqm equivalent to 20.5 acres located at Kigogo Street, Kisarawe II Ward, Kigaboni District, Dar es salaam, Tanzania
- 1.6 Ware House No.....

Lessee's Costs

- 1.7 The Yearly Rental: TZS. .68,000,000.00/-
- 1.8 The Monthly Maintenance Cost: N/A As maintenance is to Lessees cost
- 1.9 The Security Deposit: TZS. 1,000,000.00/

Payment method: Bank Deposit

Original invoice shall be sent to **Lessee's** finance department.

1.10 The **Lessee's** Nominated Bank Account

Name of Account Holder:- CBRI INDUSTRIAL PARK ASSETS LIMITED
Bank Name:- STANBIC BANK (T) LTD
Branch Name: PENINSULA
Branch Code:- 121009
SWIFT Code:- SBICTZTX
Account Number:- TZS: 9210003641390
USD: 9120003641420
Reference: XJ/CBRI/0004/2025.....,15Sept2025

1.11 The **Lessor's** Nominated Bank Account

Name of Account Holder: FHAAM LOGISTICS COMPANY LIMITED
Bank Name: NBC BANK
Branch Name: KIGABONI
SWIFT Code:
Account Number: 087103000047
Reference:

1.12 The **Lessor's** contact details

Physical: Plot number P65845, P65846, Dar Es Salaam, Tanzania

Postal: P.O. Box 36443, Dar Es Salaam, Tanzania

Business Telephone: +255 711 333 333

Business Mobile: +255

After Hours Mobile: +255

Email address: info@fhaamlogistics.co.tz

1.13 The **Lessee's** contact details

Physical: plot No. 89, Block 45B, Kijitonyama, Kinondonimunicipality District, Dar es Salaam

Postal: **P.O Box 7982. Floor No.9 Room 917. Victoria Noble Centre, Tanzania.**

Business Telephone:- **NA**

Business Mobile:- **0768-199999**

After Hours Mobile:- :- **0762-199999**

Email address:- **EAMI2005@hotmail.com**

1.14 The Agent's contact details

Physical: N.A.

Postal: N.A.

Business Telephone: N.A.

Business Mobile: After Hours Mobile: N.A.

Email address: N.A.

1.15 Initial Lease Period is: 90 days from the date of rent payment

1.16 Lease period is 30 years

1.17 Lease Rental fees start date is: ..01....day of...November....2025

1.18 Lease termination date is: ...31.day of..2055....

1.19 Premises/Property return date and time: 16:00_HRS on Lease end date

1.20 Schedule of Payment: Every twelve month by bank transfer.

2. DEFINITIONS

2.1 In this Lease Agreement, unless the context requires otherwise, the words below mean the following:

2.2 "**Agent**" means the party set out in item 1.1;

2.3 "**Business Day**" means any day other than Saturday, Sunday or official public holiday in Tanzania;

2.4 "**Deposit**" means the amount payable by the **Lessee** to the **Lessor** prior to the **Lessee** moving in to the Premises; and refundable at the end of lease;

2.5 "**Effective Cause**" means the main reason for the **Lessee** entering into this Lease Agreement;

2.6 "**Fair Wear and Tear**" means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated

condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the **Lessee** or the **Lessee's** visitors;

2.7 **"Initial Period"** means the 90 days as a rent free window for construction work to take place.

2.8 **"Lessor"** means the Party set out in item 1.2 and where the context so admit, include its assignees or successors-in-title;

2.9 **"The/this Lease Agreement"** means this Agreement together with all its Annexures and Schedules, as amended where required;

2.10 **"Material Breach"** means any breach of this Lease Agreement which:

2.17.1 This Lease Agreement defines as a "Material Breach";

2.17.2 Has or is likely to have a serious financial or legal impact on either Party to this "Agreement";

2.17.3 Has or is likely to have a serious impact on the ability of either Party to this Lease Agreement to enjoy its rights under this Lease Agreement;

2.17.4 Is not remedied by the Party who is in breach within 20 (Twenty) Business Days of being asked to do so by the other Party;

2.17.5 Or which happens more than once in any 3 (Three) Months' period;

2.11 **"Month"** means a calendar month, commencing on the 1st (first) day of such a month and terminating on the last day of such month.

2.12 **"Parties"** means the **Lessee** and the **Lessor** and **"Party"** means either one of them, as the context may indicate;

2.14 **"Rental"** means the rent payable by the **Lessee** to the **Lessor** for the rental of the property.

2.16 **"Signature"** means a handwritten signature;

2.17 **"Signature Date"** means the date of signature of this Lease by the last Party signing;

2.18 **"Smoking"** means the lighting of any tobacco product, including cigarettes and cigar, and the use of any smoking devices, including electronic cigarettes, vapes and the like;

2.19 **"Tanzania"** means 'The United Republic of Tanzania';

2.20 **"Performance"** means the fulfilment of either Party's obligations in terms of this Lease Agreement;

2.21 **"Lessee"** means the Party set out in item 1.3 and where the context so admit, include its assignees or successors-in-title;

2.22 **"Termination Date"** means the date of termination of this Lease Agreement for any reason whatsoever, whether on the date set out in item 1.18 or on the date upon which this Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation.

2.23 **"VAT"** means the value-added tax imposed in terms of the VAT Act.

2.24 **"Vehicle"** means a mobile machine that transports both people and cargo;

2.25 **"Writing"** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents and facsimile transmission, together with information or data in electronic form.

3. INTERPRETATION

- 3.1 Any reference in this Lease Agreement to:
- 3.1.1 A **clause** is a reference to a clause of the main body of this Lease Agreement;
- 3.1.2 An **item** is a reference to an item in the Schedule to this Lease Agreement;
- 3.1.3 **law** means any law including common law, statute, constitution, decree, judgment, treat, regulation, directive, by-law, order or any other measure of the government, local government, statutory or regulatory body or court having legal authority within Tanzania;
- 3.14 **person** means, unless the context indicates otherwise, any natural or juristic person, government, state, agency or organ of a state;
- 3.2 Where a word or an expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 3.3 The headings do not govern or affect the interpretation of this Lease Agreement.
- 3.4 If any provision in a definition confers rights or imposes obligation on any Party, effect is given to it as a substantive provision of this Lease Agreement.
- 3.5 Unless the context indicates otherwise, an expression which denotes any gender includes the other gender; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 3.6 Any number of days prescribed in this Lease Agreement excludes the first day and includes the last day.
- 3.7 The words, “including” and “in particular”, shall mean ‘not limited to’.
- 3.8 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced, and includes all regulations and schedules to such legislation.
- 3.9 Any reference to a document or instrument includes the document or instrument as cede, delegated, novated, altered, supplemented or replaced.
- 3.10 A reference to a Party includes that Party’s successors-in-title and permitted assigns.
- 3.11 A time of day is a reference to East Africa Time.
- 3.12 The cancellation or termination of this Lease Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.
- 3.13 No provision in this Lease Agreement is intended to contravene or limit any applicable provisions of any legislation.

4. LEASE AGREEMENT

The **Lessor** leases the Premises to the **Lessee**, and the **Lessee** hires the Premises from the **Lessor**, in terms of this Lease Agreement.

5. TERM OF LEASE AGREEMENT

5.1 For a Lease Agreement with a duration of 30(thirty) years unless if the extension thereof is agreed by both parties through another signed lease.

This Lease Agreement will not have the Initial and will start on the date set out in item 1.17 and terminate on the date set out in item 1.18 unless cancelled or terminated earlier in accordance with its terms.

6. CONTINUATION OF LEASE AGREEMENT

6.1 This Lease Agreement will commence on the15...day of...September... 2025 and continue with 5% rent increase every five years.

6.2 This lease agreement may be renewed after the lease period of 5 years.

7. TERMINATION OF LEASE AGREEMENT

7.2 Either party may terminate the lease by giving the other party prior notice of not less than two (2) months of such intention.

7.3 Failure to make payment as per clause 1.20 shall result in automatic termination of this lease and forfeiting of the deposit payment.

7.4 In any event of termination, the lessee is to immediately and peacefully vacate the premises and handover to the lessor in the same condition as that at time of handing over by lessor.

8. Use of the Premises

The **Lessee** will only use the Premises as a place of Industrial shade for lease and shall not be entitled to use the Premises for other purpose without first obtaining the consent of the **Lessor** in writing.

9. Property Occupation Rules

9.1 The **Lessee** undertakes to read and familiarize himself with any Rules. It is specifically recorded that the Rules form an essential part of this Lease Agreement and that any breach of the Rules constitutes a Material Breach of this Lease Agreement. Any penalties and / or losses which the **Lessor** may be liable for as a result of the **Lessee** breaching the Rules may, at the **Lessor's** election, be deducted from the Deposit or claimed from the **Lessee**.

10. Rental

10.1 The Yearly Rental is the amount set out in item 1.8.

10.2 The **Lessor's** nominated bank details are set out in 1.12

10.2.1 The **Lessee** shall ensure that the Rental is credited in the **Lessor's** nominated bank account prior to the commencement of the Lease.

10.2.2 Confirm with the **Lessor** / Agent, that the payment has been received.

10.3 The rental cannot for any reason whatsoever be reduced by the **Lessee**.

10.4 The rental shall remain firm and fixed for the first two years period and thereafter an increase of 5% every five years.

10.5 The rental shall be deemed to be all-exclusive of any applicable taxes due to **Lessor** pursuant to the applicable Laws for the Lease, and the related services in full compliance with the Agreement, as described in Clause 10.6.

10.6 The following are not Included in the rent;

10.6.1 Warehouse & office security.

10.6.2 Fire security system

10.6.3 Electricity costs and related rectification to suit lessees use

10.6.4 Water bills

10.6.5 Insurance for the Lessee properties/goods

10.6.6 Any costs incurred for repairs and maintenance of the property.

11. Lessee's obligations

11.1 The **Lessee's** obligations are as follows:

- 11.1.1 To pay Rentals as stipulated hereinabove.
- 11.1.2 To pay the government stamp duty which is equivalent to 1% of the annual rent and is to be paid along with the initial deposit upon signing of the lease agreement.
- 11.1.3 To remit to the Tanzania Revenue Authority if any taxes or fees due by the applicable Laws.
- 11.1.4 To have a comprehensive insurance cover in place at all time for the property and its contents.
- 11.1.5 The **Lessee** shall be responsible for paying for own Premises' use pre-paid (LUKU) electricity and own Premises' meter generator power usage. The **Lessee** shall pay the cost of running the warehouse and any additional service used in the Premises.
- 11.1.6 To use the demised premises as Storage Warehouse purposes only and not otherwise unless a written consent of the **Lessor** is obtained well in advance.
- 11.1.7 Not to sublet the whole or part of the demised premises.
- 11.1.8 Not to make any renovations or alterations to the demised premises without the written consent of the **Lessor**.
- 11.1.9 Not to use the demised premises in a way that would create annoyance, nuisance or any danger to the neighbors and other members of the public.
- 11.1.10 To hand over the demised premises and fixtures thereto found therein to the **Lessor** immediately after the expiry of the Lease Term and to ensure that they are in the same condition as they were when taking occupation, other than 'Fair Wear and Tear'
- 11.1.11 To take due care not to cause unreasonable wear and tear to the equipment, furniture and fixtures listed and attached to the Agreement. The **Lessee** shall sign that the equipment and fixtures listed in the said attachment are handed over to the **Lessee** in good condition, if agreed as such. Any Fair Wear and Tear conditions shall be noted. Any other damage not recorded in the said list will be repaired at the **Lessee's** cost unless repair costs are covered by the manufacturer's guarantee.
- 11.1.12 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 voidable 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.
- 11.1.13 Not keep or have on or around the Premises any article or thing of a prohibited or illegal nature including dangerous, inflammable, or explosive

materials that might unreasonably increase the danger of fire on or around the residence or that might be considered hazardous.

11.1.14 To invest in rectifying the premises to fit their purpose and standard of use after their plan has been approved by the landlord and the latter shall be required to compensate for the said rectification costs in case he terminates the lease prematurely.

11.1.15 That all rectification made by the tenant in the leased premises shall not be removed and or be compensated at the expiry of the lease period.

11.1.16 To ensure that the inside of the Premises is kept in good repair and clean and hygienic at all times.

12. Lessor Obligation

12.1 The **Lessor's** obligations are as follows:

12.2 To remit to the Tanzania Revenue Authority if any taxes or fees due by the applicable Laws

12.3 To allow the lessee to have peaceful occupation of the premises when all the rent is paid.

12.4 To terminate the lease during its existence if the Lessee defaults and or has caused breach of the Lease Agreement which includes failure to pay rent in due and agreed time.

13. INSPECTION OF PREMISES

13.1 The **Lessee** and the **Lessor** or the Agent (as the case may be) will inspect the Premises together, before the **Lessee** takes occupation of the Premises, to determine whether there is any existing damage or defects to the Premises. Any damage and/or defect will be recorded in Writing, signed by the **Lessor** or the Agent (as the case may be) and the **Lessee** and attached as an Annexure to this Lease Agreement. The **Lessee**, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation.

13.5 The **Lessor** shall be entitled to, provided that any damage is recorded during inspection.

13.5.1 Deduct amount from the Deposit required to repair any damage caused to the Premises.

13.5.2 Charge the **Lessee** for amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit, upon justification.

14. Maintenance and Repair Work

14.3 The **Lessee** agrees that no permanent signs shall be placed or external painting done on or about the Premises by **Lessee** without the prior written consent of **Lessor**.

14.4 The **Lessee** agrees to promptly notify **Lessor** of any damage to, defect in or destruction of the Premises, or the failure of any of **Lessor's** appliances or mechanical systems.

15. Reasonable access to the Premises by the Lessor

- 15.1 The **Lessor**, the Agent and their agents and/or contractors with the consent of the **Lessee** may require access to inspect the Premises, or to make repairs, alterations, additions, modifications or improvements to the Premises.
- 15.2 The **Lessee** agrees to give the **Lessor**, the Agent and their agents and/or contractors access to the Premises for the purposes referred to in clause 15.1, provided that the **Lessor** or Agent (as the case may be) gives the **Lessee** reasonable notice of the need for such assess.
- 15.3 In the event that the emergency work needs to be done at the Premises, the **Lessee** shall be required to give the **Lessor**, the Agent, it's agents and/or contractors immediate access to the Premises.

16. Risks/force majeure

- 16.1 Except for failure to pay any sum that has become due, neither party shall bear Responsibility for the complete or partial non-fulfillment of any of its obligations in the case of Force Majeure, as may be defined by the Laws of Tanzania. It is also agreed that the following will be contractually considered to be cases of Force Majeure: acts

of God, strikes and riots (other than among employees of **Lessee** or **Lessor**), acts of war, civil unrest, natural disasters or acts of government, or other circumstances beyond the Parties' control. Any such act impacting upon the terms of this Lease shall be communicated by the affected party with knowledge of such act to the other Party in writing as soon as practicable.

- 16.1 Should circumstances causing Force Majeure be of a temporary nature and not cause any hindrance to either Party to fulfill the provisions of this Lease, then the affected party shall complete the performance of its obligations under this Lease.

17 Insurance

Lessee is responsible for insurance of their own and lessors assets including the buildings, property and all assets therein.

18 Confidentiality

That this offer is made in confidence and that the said confidentiality will be maintained. No terms shall be discussed with any third party save for the **Lessee's** legal advisers and the broker who shall, in turn, be bound by this confidentiality clause.

19 Alienation

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.

20 Keys

The **Lessee** will be provided with two full set of keys of the demised premises at the commencement of the lease term. Any damage to locks or loss of keys and cards shall be the responsibility of the **Lessee**. Keys may not be duplicated or changed without the permission of the **Lessor**

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day, month, and year first appearing and in the manner mentioned:

For and behalf of **COMPANY LTD**

As witness:

Name: _____

Designation: _____

Signature: _____

Name: _____

Designation: _____

Signature: _____

SIGNED and DELIVERED by.....

For and on behalf of

Name: _____

Designation: _____

Signature: _____

Name: _____

Designation: _____

Signature: _____