

LEASE AGREEMENT

Between

SKYLINE PROPERTIES LIMITED

AND

MIC TANZANIA LIMITED

Lease of the whole of the Building known as DERM COMPLEX located on
Plot No. 11, Block 45A, Along the New Bagamoyo Road, Kijitonyama Area
Dar es Salaam

PART A**LEASE TERMS**

The premises are hired by the **TENANT** from **LANDLORD** subject to the Terms and Conditions set out herein and in any Annexure hereto: -

1.1	THE LANDLORD	SKYLINE PROPERTIES LTD PLOT NO. 16, BLOCK 45A NEW BAGAMOYO ROAD, KIJITONYAMA AREA P.O. BOX 4756 DAR ES SALAAM
1.2	THE TENANT:	MIC (T) LTD P.O. BOX 2929 DAR ES SALAAM
1.3	THE PREMISES:	Building located on Plot No. 11, Block 45A, Basement Car park, Ground Floor, Mezzanine Floor, 1 st - 7 th Floor, Roof Terrace and Yard
1.4	BUILDING NAME:	DERM COMPLEX New Bagamoyo Road, Kijitonyama Area, Dar es Salaam
1.5	PREMISES MEASUREMENTS:	<ul style="list-style-type: none">• Roof Terrace: 57.00m²• Ground Floor: 328.00m²• Mezzanine Floor: 403.00m²• 1st - 7th Floor (Each @ 400m²): 2,800.00m²• 8th Floor : 351.00m²<li style="padding-left: 20px;">Total 3,939.00m² • 45 dedicated indoor Parking Lots and 100 dedicated outdoor Parking Lots totalling 145
1.6	TENANT'S PERCENTAGE PROPORTIONATE SHARE OF THE BUILDING	100%
1.7	USE OF THE PREMISES:	To be used by the tenant as offices and for office related purposes



1.8	COMMENCEMENT DATE: EXPIRY DATE: RENEWALS:	01st October, 2016 30th September, 2021 Renewable after every Five (5) Years for a further period of Five (5) Years
1.9	Rent per m ² for: Year 1 to Year 5 <ul style="list-style-type: none"> • Basic Rent: • Service Charge: 	Fixed Rate of TSHS 30,000.00 per m ² per month N/A
1.10	Total Rent per Month <ul style="list-style-type: none"> • Total Rent payable per month Exclusive of VAT for Year 1 to Year 5 (TSHS 30,000.00 per m² × 3,939.00 m²) • ADD: VAT @ 18% of TSHS 118,170,000.00 • ADD: Service Charge per Month • Total Rent payable per Month Inclusive of VAT • Annual Rent Inclusive of VAT (TSHS 139,440,600.00 × 12 Months) 	TSHS 118,170,000.00 TSHS 21,270,600.00 <u>N/A</u> TSHS 139,440,600.00 TSHS 1,673,287,200.00

1.11	Car Parking Fee		
	<ul style="list-style-type: none"> • Fee per Parking Lot per Month 	TSHS	95,000.00
	<ul style="list-style-type: none"> • ADD: VAT @ 18% of TSHS 95,000.00 	TSHS	<u>17,100.00</u>
	<ul style="list-style-type: none"> • Total Parking Fee Payable per Month Inclusive of VAT 	TSHS	112,100.00
	<ul style="list-style-type: none"> • Multiply by: No of Parking Lots (Indoor Lots 45 plus 100 Outdoor Lots totalling 145) 		<u>×145</u>
	<ul style="list-style-type: none"> • Total Parking Fee Inclusive of VAT per Month 	TSHS	16,254,500.00
	<ul style="list-style-type: none"> • Annual Parking Fee Inclusive of VAT (TSHS 16,254,500.00 × 12 Months) 	TSHS	195,054,000.00
1.12	Total Annual Rent and Parking Fee Payable (1.10 + 1.11)	TSHS	1,868,341,200.00
1.13	Mode of Payment	The Rent and Parking Fee shall be paid Annually in Advance	
1.14	Stamp Duty	Shall be paid by the tenant within Fourteen (14) days from the date of receiving three (3) copies of the Lease Agreement, the amount which shall have been assessed by Tanzania Revenue Authority (TRA) and return to the Landlord Three (3) copies of the duly stamped and executed Lease	
1.15	Withholding Tax	The tenant will deduct Withholding Tax as per Tanzania Income Tax Law from the Rent payable in respect to this Lease Agreement and furnish a copy of the TRA receipt and Withholding Tax Certificate thereof to the Landlord within Seven (7) days from the date of such payment	

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PART B

GENERAL CONDITIONS OF LEASE

2.0 DEFINITIONS AND INTERPRETATION

In this Lease, unless the content shall otherwise require:

- 2.1** If any provision in a definition is a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition, effect shall be given to it as if it were a substantive provision within the body of the lease;
- 2.2** The building shall mean the building on the property in which the premises are situated, including any extensions or additions thereto from the time.
- 2.3** "common area" shall mean those portions of the building and property including parking bays and walkways other than those actually let or capable of being let to individual tenants;
- 2.4** "The designated person" shall mean the LANDLORD'S servants, directors, agents, independent contractors and representatives;
- 2.5** In the remainder of this lease the term "appurtenances" means all the installations and appliances in the premises and includes, without prejudice to the generality of the term, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, windowpanes, window frames
- 2.6** "day" refers to a normal calendar day.

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3.0 RENT AND PARKING FEE INSTRUCTIONS

- 3.1** The Rental and Parking Fee together with the attributable Value Added Tax (VAT) thereon shall be paid on a yearly basis as set forth in clause **1.10** and **1.11** of this Lease.
- 3.2** Payment of Rental and other charges shall be by means of a crossed cheque/ money transfer drawn in favour of the LANDLORD.
- 3.3** The first year's Rent and Parking Fee, referred to in clauses **1.10** and **1.11** and summed up in clause **1.12** shall be paid by the TENANT before 30th September 2016.
- 3.4** The **TENANT** shall be responsible for the provision of the following Building Operational Costs and Expenses:-
- 3.4.1 Electricity and Power supply to the entire building
 - 3.4.2 Installation, Servicing and Maintenance of the Air Conditioning System/Units
 - 3.4.3 Installation, Fuelling, Servicing and Maintenance of the standby Generator
 - 3.4.4 Servicing and Maintenance of Fire Protection Systems & Fire Fighting Equipment
 - 3.4.5 Water supply Bills
 - 3.4.6 Repair and Maintenance of the Building; this includes repair of Electrical & Plumbing system
 - 3.4.7 Garbage Collection;
 - 3.4.8 Security Services;
 - 3.4.9 Sewerage Disposal
 - 3.4.10 Cleaning and Landscape Maintenance
 - 3.4.11 Fumigation of the Building
 - 3.4.12 Lifts Servicing & Maintenance
 - 3.4.13 Borehole Water Pumping charges

4.0 RENT REVIEW

The Parties reserve the right to re-negotiate the Rent at the renewal of the five (5) Year Lease in **October, 2021**. However, any increase in rent after the initial 5 Year term will not exceed **5.00%**



5.0 ELECTRICITY AND OTHER CHARGES PAYABLE BY THE TENANT

- 5.1 The TENANT shall be liable for and shall pay on demand for any charges together with the Value Added Tax thereon arising out of its use of electric current and other charges in respect of electricity/diesel
- 5.2 Should the TENANT fail to pay the charges and/or Value Added Tax thereon for electricity and other services supplied to its premises within **Fourteen (14)** days of written demand, then, without prejudice to any other right it may have, the LANDLORD shall be entitled to suspend the supply of such services to the TENANT's premises and the tenant shall have no other remedy other than to pay for the services.
- 5.3 Notwithstanding the Service Charge reflected in Clause 1.9 the LANDLORD shall not be obliged to provide any services to or in respect of the premises or the property save as expressly provided for in this lease.

6.0 VALUE ADDED TAX

The TENANT shall pay to the LANDLORD Value Added Tax (VAT) at the prescribed rate from time to time in terms of the relevant legislation on any amounts payable to the LANDLORD in terms of this Lease.

7.0 SECURITY DEPOSIT

- 7.1 The LANDLORD shall have the right of applying the whole or portion of Security Deposit thereof towards payment of the rent, water, electric current, or other charges, key replacements, renovations or any other liability of whatsoever nature for which the TENANT is responsible including damages arising on cancellation of Lease. If any portion of the deposit is so applied, the TENANT shall forthwith reinstate the deposit to its original amount or the amount that shall have been spent in the said reinstatement, whichever is the greater. The deposit shall be retained by the LANDLORD and/or its agents free of interest until after the vacating of the premises by the TENANT and the complete discharge of all the TENANT's obligations to the LANDLORD arising from the lease. The TENANT shall not be



entitled to set off against the deposit any rent or any other amount payable by it.

8.0 INTEREST AND LEGAL CHARGES

If the TENANT fails to pay rent or any other monies on due date the LANDLORD shall charge the TENANT and the TENANT shall pay on demand interest on overdue sum at a rate of 2% compounded per month. This right to charge interest on overdue amounts shall not, in any way, detract from any other rights of the LANDLORD in enforcing any of its rights or the TENANT's obligations under this lease. (which shall include collection charges) whether such cost were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgement, in regard to any appeal against any judgement or otherwise.

9.0 APPROPRIATION OF PAYMENTS

The LANDLORD shall be entitled after notifying the TENANT to appropriate any amounts received from the TENANT (whether the TENANT has allocated it or not) towards the payment of any cause or debt or amount owing by the TENANT to the LANDLORD arising out of this lease. This includes rent, service charges and electricity charges. The LANDLORD may also opt to disrupt such services to enforce payment of any outstanding amounts as an option or in addition to recovery of the outstanding amounts from payments received from the TENANT.

10.0 LANDLORD'S/TENANT'S DOMICILIUM

10.1 The parties choose as the domicile for all purposes under this lease, whether in respect of court processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the following addresses:-

10.1.1 The LANDLORD
SKYLINE PROPERTIES LTD
Plot No. 16, Block No. 45A
New Bagamoyo Road
Kijitonyama Area
P.O. Box 4756
Dar es Salaam



10.1.2 The TENANT

MIC TANZANIA LIMITED
Plot No. 11 Block 45A
New Bagamoyo Road
Kijitonyama Area
P.O. Box 2929
Dar es Salaam

10.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.0 EXCLUSION OF WARRANTIES

The LANDLORD does not warrant that:

11.1 The premises are or will be suitable for the purposes for which the premises may be used in terms hereof or the tenants requirements. However, the Landlord will ensure that, on commencement date, the premises are suitable for occupation having, amongst others, all walls properly painted, power and light tested and properly working, glazing done, ceiling properly installed and floor done in accordance with the prepared building drawings.

11.2 The TENANT will be granted or provided with any licences, consents, authorities, services or permits in respect of the premises for the conduct of any business or any other type of use, or that such licences, consents, authorities, services or permits will be renewed from time to time.

12.0 LANDLORD'S COMPLIANCE WITH LAWS

If the LANDLORD in order to comply with the laws, whether in force prior to or after the commencement of negotiations, is required to take any such steps as will result in the TENANT being deprived, either temporarily or permanently, of the beneficial use of any portion of the



premises, the TENANT shall have no remedy against the LANDLORD but shall be entitled to a proportionate remission in basic minimum monthly rental payable in terms of clauses 1.10 and 1.11, above, for the relevant period.

13.0 TENANT'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE

The TENANT shall comply with all laws, by-laws and regulations relating to tenants or occupiers of business premises or effecting the conduct of any business carried on in the premises, and shall not contravene any of the conditions of title under which the property is held by the LANDLORD or any of the provisions of the Town Planning Scheme applicable to the building, nor do or cause or permit to be done in or about the building anything which may be or cause a nuisance or disturbance to other occupiers of the building, or occupiers of neighbouring premises.

14.0 SUB-LETTING AND TRANSFER OF OWNERSHIP

14.1 The LANDLORD consents the TENANT to sublet and/ or to share the demised premises or any portion thereof with the TENANT'S strategic partners without the LANDLORD'S prior written consent.

14.2 Notwithstanding the presents of clause 14.1 above, the TENANT shall not sublet and/or share or give up occupation or possession of the premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the premises or any portion thereof for either a definite period or at all without informing the LANDLORD in writing setting out the name, address and business information of the proposed sub Tenant/partner/occupier.

14.3 In the event that the TENANT receives rental payment in respect of any space that might be sublet or shared with the TENANT'S strategic partners which is higher than the rent payable by the TENANT to the LANDLORD as per clauses 1.10 and 1.11, the TENANT shall credit the excess amount to the LANDLORD'S account.



15.0 LIABILITY OF PARTNERS/JOINT TENANTS

The TENANT undertakes to bind its partners/ associates envisaged in clause 14.0 both as a partnership and jointly and severally as individuals, for all of the TENANT's obligations to the LANDLORD under or arising out of this lease, including but without limiting the generality of the afore going the payment of any compensation or damages which may be payable by the TENANT as a result of the cancellation or termination of this lease. Similarly joint tenants shall be jointly and severally liable for all their obligations as tenants under or arising out of this lease.

16.0 CHANGE OF BUILDING NAME

The LANDLORD shall have the right to change the name of the building at any time and from time to time, as it considers appropriate in its sole discretion provided that the TENANT shall be given three months' notice in advance and the LANDLORD shall not be liable for any losses or damages suffered by the TENANT arising from or incidental to such change of name. The LANDLORD may grant naming rights to another party. Such naming rights shall however not be granted to an industry or competitor of the TENANT.

17.0 SETTLEMENT OF DISPUTES

Should any dispute or difference of any kind whatsoever arise between the parties herein, the matter in question shall be settled amicably by mutual discussion as a principle. However when such settlement cannot be reached, the matter shall be referred for settlement by an arbitrator to be mutually agreed upon by the parties. In default of agreement each party shall appoint an Arbitrator and the two shall appoint an umpire and the dispute shall be settled in accordance with the Arbitration Act Cap. 15 or any statutory modification or re-enactment of it for the time being in force. The decision of such Arbitrator shall be conclusive and binding on the parties herein.

17.1 The place of the Arbitration proceeding shall be Dar es Salaam, Tanzania and the language of the proceeding shall be English.

17.2 This Article 17 shall not prevent either party from obtaining injunctive relief from a court of competent jurisdiction to preserve the status quo, while it seeks to enforce its rights.



18.0 JURISDICTION OF COURTS

At the option of either party any injunctive relief may be brought in the court of Law having jurisdiction as the case may be.

19.0 LANDLORD'S MAINTENANCE

The LANDLORD may take all such steps as it may consider necessary in its sole and absolute discretion for the maintenance and operation of the common areas, building and property as to render them tenable.

20.0 NON RECEIPT

Neither the LANDLORD nor its designated person shall be liable for the receipt or non-receipt or the delivery of goods, postal matter or correspondence, nor shall they be liable for anything which the TENANT, its servants, invitees, agents, directors, representatives or clients may have deposited or left in the premises or in any part of the building or the property.

21.0 LANDLORD'S RIGHT OF ENTRY

The LANDLORD and/or its designated person shall be entitled to enter the premises at all reasonable times for the purpose of inspecting the premises and for carrying out any repairs or any alterations or addition or modification or improvements on or to the building, the premises or the property or other work in respect of the premises or the building if the LANDLORD should desire to do so. The LANDLORD and/or the designated person will be entitled to erect scaffolding, hoardings and building equipment in, at, near or in front of the premises as well as such other devices required by law or which the architects may certify is necessary to carry out the work in question. Adequate notice will be given depending on the nature of work. Emergency works will not require notice.

22.0 DAMAGE TO OR DESTRUCTION OF PREMISES

22.1 The LANDLORD may but shall not be obligated to cancel this lease if:



22.1.1 There is damage to the building such that the demised premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity; or

22.1.2 There is destruction or damage to the building or parts thereof, whether or not the premises are involved and the LANDLORD determines to put an end to the tenancies in the building in order to engage in reconstruction, renovation or rebuilding.

22.2 The cancellation under clause 22.1 shall be by written notice given by the LANDLORD within 60 days of the taking place of the event referred to in clause 22.1 giving rise to the cancellation, provided that in the case of notice given in terms of this clause such notice shall be deemed to be effective as from the date on which the damage or destruction as the case may be took place, and in the case of notice shall be deemed to be effective on the expiration of a period of 30 days of the giving of such notice or a period that is reasonable for the TENANT to find alternative office accommodation.

22.3 Any such cancellation shall be without prejudice to any rights or claims which the LANDLORD may have against the TENANT whether in terms hereof or otherwise or the TENANT against the LANDLORD

22.4 If there is any dispute as to whether:

22.4.1 There is damage to the premises or the building so as to affect the enjoyment of the premises, but not to such extent as to entitle the LANDLORD to cancel subject to clause 22.1; or

22.4.2 The LANDLORD does not exercise its right to cancel under clause 22.1 when entitled to do so,

then the TENANT shall be entitled to a remission of rent for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the premises, provided that such damage was not occasioned by any act of omission by



the TENANT, its directors, agents, representatives, invitees, contractors or employees.

22.5 If there is any dispute as to:

22.5.1 Whether the premises have been rendered substantially untenable; or

22.5.2 The amount of the remission of rental and/or the extent to which the TENANT is deprived of beneficial occupation and enjoyment of the leased premises, the decision of an architect appointed by mutual agreement of the LANDLORD and the TENANT and approved by either the National Construction Council or the Board of Architects and Quantity Surveyors who will act as experts and not as arbitrators, and who shall determine the liability for their charges which shall be paid accordingly, shall be final and binding upon the parties.

23.0 "TO LET" NOTICES

The LANDLORD may affix to and exhibit near the premises "TO LET" notice or notices during the period of **3 months** immediately preceding the termination or expiry of this lease and during that period the TENANT shall permit incoming occupiers of the premises to exhibit near the premises any notices that may be required in connection with any application for any licence to carry on business in the premises. The TENANT shall at all reasonable times during the period of this lease permit any prospective tenants or purchasers of the property, of which the premises form a part, or of the share capital of the LANDLORD, to view the interior of the premises. Such signs shall be conspicuous but neat.

24.0 PREMISES FOR BREACH AND CANCELLATION

If:

- 24.1 the TENANT fails to pay any rent or other amount due by it to the LANDLORD in terms of this lease on due date; or
- 24.2 the TENANT commits any other breach of the terms of this lease which is incapable of being remedied, or



24.3 the TENANT commits any breach of the terms of this lease other than a breach referred to in clause 24.1 or clause 24.2 and fails to remedy that breach within 14 days after the date of a written notice requiring that it be remedied, provided that no such notice shall be necessary in the case of a second or subsequent breach of the same term; or

24.4 the TENANT so consistently breaches the terms of this lease (whether by non-payment of rent or any other amount due to the LANDLORD on due date or by non-compliance with its terms) as to justify the LANDLORD in holding that the TENANT'S conduct is inconsistent with an intention or an ability to carry out such terms; or

24.5 the TENANT allows any judgement against and known to the TENANT pertaining to this Lease to remain unsatisfied for a period of Fourteen (14) days or longer, or

24.6 the TENANT is declared insolvent,

then

24.6.1 the LANDLORD shall have the right, but shall not be obliged, to either:-

24.6.1.1 Cancel this lease and to resume possession of the leased premises;

24.6.1.2 Convert this lease to one in which the LANDLORD (but not the TENANT who shall continue to be bound for the full period of the lease) shall be entitled to terminate the lease by giving one month's written notice to the TENANT, the remaining terms and conditions being otherwise unaffected; but without prejudice to the LANDLORD'S claim for arrears of rent and/or damages which it may have suffered by reason of the TENANT'S breach of contract or of the premature cancellation.

25.0 HOLDING OVER

While for any reason or on any grounds the TENANT occupies the leased premises and the LANDLORD disputes its right to do so, then until the dispute is resolved whether by settlement or litigation, the TENANT shall continue to pay an amount equivalent to the total rent provided for in this lease. If the dispute is resolved in favour of the LANDLORD the payments made and received in terms of this lease shall be deemed to be amounts paid by the TENANT on account of damages suffered by the LANDLORD by reason of the unlawful occupation or holding over by the TENANT.

26.0 AIR CONDITIONING

The TENANT shall install, service and maintain air -conditioning split units at the TENANT's expense and same shall remain the TENANT's property. The TENANT may remove such units at the expiry of the lease or negotiate with either an incoming tenant or the LANDLORD to take them over under terms and conditions to be mutually agreed upon.



PART C

TENANT'S OBLIGATIONS

27.0 TENANT'S GENERAL OBLIGATIONS

27.1 Within 30 days after the commencement date of this lease the TENANT shall give the LANDLORD written notice of any defects in the premises (including adjacent yards) with particulars of any appurtenances which are defective or missing (even if such notice is required for information purposes only and the LANDLORD is not required to remedy such defects) and in the absence of such notice (or after the remedying by the LANDLORD of any matter complained of in the notice) the TENANT shall be deemed to have accepted the premises and appurtenances as being complete and without defect and in good order and repair.

27.2 At all times during the currency of this lease the TENANT shall care for the interior of the premises;- the electrical, drainage and sanitary works and the appurtenances therein, and at the termination or expiry of the lease for whatever reason return and redeliver the same to the LANDLORD in good order and repair and it shall make good and repair at its own cost on demand any damage, breakages or, in the alternative, reimburse the LANDLORD for the cost of replacing, repairing or making good any broken, damaged or missing articles howsoever caused other than damage caused by the LANDLORD or its Agents. If the appurtenances and/or electrical, drainage and sanitary works are or become defective (for any reason excluding by reason of fair wear and tear giving due regard to usage of the premises by the TENANT), the TENANT shall be obliged to replace them at the TENANT's expense. Without detracting from the generality of the above, the TENANT shall repair any damage caused to the premises which may be occasioned by any cause, including forcible entry by the TENANT.



27.3 The TENANT shall:

- 27.3.1 keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage;
- 27.3.2 at all times keep the premises in clean, tidy and sanitary condition.
- 27.3.3 not be entitled to change the name of the building.
- 27.3.4 be allowed to paint, affix or attach to the building any advertising signs, notices or other matter without the prior written consent of the LANDLORD (and any such signs, notices or other matter shall be removed by the TENANT prior to the end of its occupation of the premises and any damage caused thereby is made good by the TENANT);
- 27.3.5 not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may be calculated to damage the premises;
- 27.3.6 not change or interfere with or overload the electrical installation in the premises;
- 27.3.7 pay for replacements of all fluorescent tubes, starters, and incandescent bulbs used in the premises;
- 27.3.8 not place any safe or heavy article in the premises without the LANDLORD's prior written consent, which shall not be withheld unreasonably;

27.4 The TENANT, to the extent that it fails to comply with the foregoing obligations and as a result the LANDLORD incurs any liability, indemnifies the LANDLORD against all claims damages or losses of any nature whatsoever which the LANDLORD may sustain as a result thereof.

27.5 The TENANT warrants that all goods on the premises will throughout the period of the lease be beneficially owned by the TENANT and will not throughout the period of the lease be subject to any special notarial bond.

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28.0 FIRE HAZARDS

The TENANT shall not at any time bring or allow to be brought or kept on the premises, nor do nor permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may be liable to become void or avoidable or whereby the premium for any such insurance may be increased. The TENANT will be liable for any such increase.

29.0 ALTERATIONS AND ADDITIONS

- 29.1 The TENANT shall not make any alterations or additions to the premises, without the LANDLORD's prior written consent. TENANT is allowed to carry out office partitioning of the premises and installation of telephone, computer, electricity cables, security systems and air conditioning.
- 29.2 The partitions and all equipment installed to the Demised premises save for those permanent in the nature shall be the property of the tenant and the tenant may decide to remove them upon the expiry of the contract, however, should the LANDLORD not wish to keep the installed partitions and/or equipment, the tenant shall be obliged to remove them at the tenant's cost.
- 29.3 If it shall be a condition of any competent authority in respect of the grant or renewal of any licenses required by the tenant to carry on the business for which the premises are hired that the premises shall be altered or renovated, the landlord shall not be obliged, but the TENANT shall be obliged at its own expense to carry out such alterations or renovations provided that the LANDLORD'S prior written consent, which shall not be unreasonably withheld, is obtained and that the work is carried out by the contractor nominated by the TENANT in consultation with the LANDLORD and under the supervision of an architect nominated by the TENANT in consultation with the LANDLORD whose fees shall be paid by the TENANT.
- 29.4 If any alterations or improvements are made by the TENANT, the TENANT shall, before the expiry or termination of this lease, (unless the LANDLORD otherwise agrees in writing in which



case any alterations and/or improvements shall become the LANDLORD'S property without any compensation being payable to the TENANT in respect thereof), remove them and reinstate the premises to the condition in which they were before the improvement and /or alteration where effected. The TENANT hereby appoints the LANDLORD as its agent and attorney irrevocably with power to effect any such removal of the alterations and/or additions and the reinstatement of the premises as contemplated in this clause, at the cost of the TENANT.

30.0 PLATE GLASS AND WINDOW PANELS

The TENANT shall be responsible for any plate or other glass, both internal and external and window panels contained in the premises and shall be obliged at its expense to replace any such glass as may be damaged, however and by whomsoever such damage shall be caused, provided such damage was not caused by the LANDLORD or its designated representative(s)

31.0 REIMBURSEMENT TO THE LANDLORD

Should the TENANT fail to fulfil any obligation or to perform any act which it was obliged to fulfil or perform in terms of any clause of this lease, the LANDLORD shall be entitled but not obliged to fulfil such obligation or to perform such act for and on behalf of the TENANT and the TENANT shall be liable for all or any cost incurred by the LANDLORD thereby or as a consequence of such fulfilment or performance.



PART D

32.0 LANDLORD'S OBLIGATIONS UNDER THE LEASE

- 32.1 To pay and discharge all rates, taxes, assessments, impositions or other charges other than those covered under the Service Charge that relate to the maintenance of the building, including clean water supply which shall be payable by the TENANT.
- 32.2 To keep the exterior of the premises in good and tenable repair and condition and remedy any major or structural faults or construction affecting the convenient and proper use or occupation thereto provided such faults are not attributable to the TENANT or its agents.
- 32.3 Cleaning of the exterior plate glass and window panels after every 3 months.
- 32.4 To keep the main structure, roof, water connection, drainage system, plumbing system, sewer system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair provided the TENANT and or its agents do not cause damage, or alter the systems without prior written consent of the LANDLORD.
- 32.5 To insure and keep insured the Premises and fixtures against loss or damage by fire and such other risks as the LANDLORD may deem necessary.
- 32.6 To allow the TENANT peaceful enjoyment of the Premises demised under the agreement without undue interruption from the LANDLORD and/or its Agents.
- 32.7 In addition to the Lift Service Contract between the TENANT and the Service Provider, the LANDLORD will provide a Lift Technician in case of any Lift Emergency.
- 32.8 The Landlord will connect Borehole water to the Building and the pumping charges will be borne by the TENANT.

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33.0 ASSESSMENT RATES AND OTHER CHARGES

Assessment rates or any municipal fees or charges related to the building shall be paid by the LANDLORD.

34.0 SALE OF PROPERTY

The TENANT agrees that the LANDLORD shall be entitled to dispose of the property during this lease. The sale by the LANDLORD of the property during this lease shall not affect the terms of the lease in any way whatsoever nor entitle the TENANT to abdicate from the lease nor to claim damages as a result thereof.

35.0 CEASATION OF LEASE

If the TENANT will not need to renew the Lease Agreement on its expiry, the TENANT shall inform the LANDLORD in writing of their intention to vacate the demised premises **Six (6)** calendar months before the expiration of the Lease term.

36.0 RENEWAL OF LEASE

The LANDLORD shall grant a lease for a further term of up to 5 Years at a Rent to be fixed at the time; upon receipt of a written request from the tenant within **Six (6)** calendar months before the expiration of this Lease term and if there shall not be any breach or non observance of the covenants on the part of the TENANT at the time of such request.

37.0 WHOLE AGREEMENT

37.1 This Lease constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties. No party shall be bound by any express or implied term representation, warrant, promise or the like recorded herein, whether it included the contract or not.

37.2 Unless otherwise stated by the LANDLORD in writing, the receipt by the LANDLORD and/or the designated person, of any Rent or other payment shall in no way whatsoever prejudice or operate



as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.

38.0 COST

The TENANT undertakes to pay on demand all cost and charges relating to the drawing of this lease (or any renewal thereof) together with the stamp duty payable thereon or upon any renewal thereof.

39.0 TERMINATION CLAUSE

- 39.1 Either the LANDLORD or the TENANT can terminate the agreement by giving other **Six (6)** months' notice in writing. The TENANT can request for additional time from the Landlord in writing if necessary. Such request for extension shall not be unreasonably withheld.
- 39.2 If the TENANT shall desire to terminate the Lease term hereby granted the TENANT shall give to the LANDLORD notice of such desire **Six (6)** calendar months and shall up to the time of such termination pay the rent and reasonably observe and perform the covenant on its part hereinbefore reserved and contained.
- 39.3 The rent will be refundable if the Termination is initiated by either party i.e. LANDLORD or TENANT within the agreed notice period of **Six (6)** calendar months calculated from the exact vacating and premise handing date
- 39.4 In the event such notice is not issued by the TENANT as set out above the TENANT will be required to pay **Six (6)** months' Rent in lieu of Notice. This will not offset any part of the dues outstanding as at that date.
- 39.5 In the event such notice is not issued by the LANDLORD as required by clauses 39.1 and 39.3, the LANDLORD shall pay back the amount paid as deposit plus reimbursing the TENANT cost of partitions.



40.0 INSURANCE

THE LANDLORD will insure and keep insured the Demised Premises, and the Tenant will insure and keep insured all its belongings and properties in the demised premises against loss or damage by fire or such other risks as the parties may deem appropriate.

41.0 ASSIGNMENT

The TENANT may assign this Lease Agreement or any part thereof with the LANDLORD



ATTESTATION

In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

SEALED with the **COMMON SEAL**)
of the said **SKYLINE PROPERTIES LTD**)

and DELIVERED in our presence) **SEAL**
this day of 2016)

Name: R. A. MRINDGO

Signature: 

Postal Address: Box 4756

Designation: MADAGASCAR DIRECTOR

Name: BRIDGET. S. TEMBA

Signature: 

Postal Address: Box 4756

Designation: COMMERCIAL DIRECTOR



SEALED with the COMMON SEAL
of the said MIC TANZANIA LIMITED

and DELIVERED in our presence
this ... day of ... 2016

SEAL

Name:

[Handwritten signature]

Signature:

Postal Address:

Designation:

 Diego Gutierrez
General Manager
MIC Tanzania Limited
11 AUG 2016

Name:

KAY NGALOMBA

Signature:

[Handwritten signature]

Postal Address:

2929 DHA 3 SACMAY

Designation:

Legal office

[Handwritten mark]