

THE LAND ACT, NO. 4 OF 1999

LEASE AGREEMENT

BETWEEN

GLORIA KAAYA

AND

AIRMED HEALTHCARE LIMITED

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IN RESPECT OF LEASING OF RESIDENTIAL PREMISES SITUATED ON  
PLOT No. 1484, MASAKI, DAR ES SALAAM.

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Drawn by :  
Airmed Healthcare Limited  
Dare es Salaam  
Tanzania

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## LEASE AGREEMENT

This LEASE AGREEMENT is made this 01<sup>st</sup> day of February, 2021

### BETWEEN

Gloria Kaayaa natural person of Postal Office Box 33723, Dar Es Salaam (hereinafter called the "Lessor" which expression shall include and extend to persons deriving title under the Lessor, his successors and assigns) of the one part;  
AND

Airmed Healthcare Limited, a limited liability company registered with BRELA vide Certificate of Incorporation No. 144029216 of Postal Office Box 8702, Dar Es Salaam (hereinafter called the "Lessee" which expression shall include and extend to persons deriving title under the Lessee, its successors and assigns) of the other part.

### PREAMBLE

WHEREAS the Lessor is the lawful owner of the property located on Plot 1484 Masaki, Dar Es Salaam City and all the buildings standing thereon (hereinafter called the "Leased Premises"); and

WHEREAS the Lessor is desirous of letting to the Lessee and the Lessee is desirous of renting the said Leased Premises on the terms and conditions as hereinafter appearing,

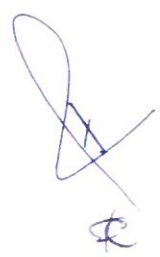
NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

### ARTICLE 1

#### 1.0 DEFINITIONS

- "Agreement" means this Lease Agreement between the Lessor and the Lessee dated the 20<sup>th</sup> day of January, 2021;
- "Lease Tenure" means the period of Five Years from 01<sup>st</sup> February, 2021 to 31<sup>st</sup> January 2026.
- "Parties" mean the signatories to this Agreement;
- "Rent fee" means the monthly rent of United States Dollars Three Thousand Five Hundred (USD 3,500)

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“USD” means the currency of the United States of America;  
and

- 1.1. References to the singular include when the context so admits, references to the plural and vice versa and references to Clauses and Annexes are references to Clauses of and Annexes to this Agreement.
- 1.2. Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.3. The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.4. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

## ARTICLE 2

### 2.0 THE LEASE:

#### 2.1 Lease Tenure:

The Lessor hereby demises onto the Lessee the said Leased Premises for a period of Five (5) years commencing from the 01<sup>st</sup> day of February, 2021 up to 31<sup>st</sup> day of January, 2026. Upon expiry of the Lease Tenure hereby created, the Lessee shall have the option to renew the same for a further period guided by the terms and conditions of this Agreement, specifically rent increase clause.

#### 2.2 Vacant Leased Premises & Grace Period:

- i) The Lessor shall hand over the vacant leased premises to the Lessee on 01<sup>st</sup> February, 2021 subject to all repairs agreed to be undertaken by the Lessor being completed, and the property having been transferred from the current owner to the signatory of this Agreement (landlord).

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

- ii) The Lessee is given three months (Grace Period) to modify the house to the extent the team of engineers and architectures shall advise starting the 02<sup>nd</sup> February, 2021 to 02<sup>nd</sup> May, 2021. All modifications shall be carried out in accordance with the the drawings attached herewith, which form a part of this agreement
- iii) No rent shall be charged during Grace Period,
- iv) The Lessee shall pay, before entering the **Leased Premises**, the first instalment i.e **Rent for three months of May, June and July 2021**, the total of USD 10,500/= Less taxes.

**2.3 Rent Payable:**

In consideration of the **Leased Premises** stated hereinabove, the Lessee shall pay, the Monthly rent of USD. 3,500/= per month **inclusive** of Taxes.

**2.4 Mode of Payment:**

It is agreed that; the Lessee shall be paying rent as follows;

- i. At the time the lessee is handed over with vacant leased premises {01<sup>st</sup> February, 2021, subject to transfer of the property from the current owner to the signatory of this agreement (land lord) and all repairs agreed to be undertaken by the Lessor being completed, a list of which is attached herewith and forms part of this agreement}; the Lessee shall pay to the Lessor a Quarterly Rent covering the period from 01<sup>st</sup> May, 2021 to 31<sup>st</sup> July 2021 in advance. To be precise; the rent to be paid is a total amount of USD 10,500/= being three months rent to be paid at a time in advance. The next instalment shall become due on the 01<sup>st</sup> August 2021 for the period of three months starting from 01<sup>st</sup> August 2021 to 31<sup>st</sup> October 2021
- ii. Payment shall be made in the following Bank Account:  
**Standard Chartered Bank, Shoppers Plaza Building, Mikocheni, Old Bagamoyo Road, Account no. 0100580032300, Name Gloria N. Kaaya, Swift Code: SDLTZTX, Branch Code: 08400**



**Payment schedule with taxes inclusive:**

January 2021 - \$ 10,500	January 2022 - \$ 10,500
April 2021 - Nil	April 2022 - \$ 10,500
July 2021 - \$ 10,500	July 2022 - \$ 10,500
October 2021 - \$ 10,500	October 2022 - \$ 10,500

These payments shall be subject to deduction of Withholding Tax as applicable at the time of making payment

**ARTICLE 3**

**3.0 MODIFICATION AND OTHER INCIDENTAL COSTS:**

- 3.1** The costs for modification shall absolutely be covered by the **Lessee** without imposing refund liability to the **Lessor** unless the lessor terminates the Lease prior to the expiration of the Lease tenure. The total costs of such modification to be compensated by the Lessor to the Lessee not to exceed US Dollars three hundred thousand subject to depreciation. In the event of the lessee terminating the lease without the Lessor being in breach of Articles 5.1.1 to 5.1.9. he shall not remove such modifications, PROVIDED THAT if such termination is done on justifiable grounds, he may remove such modifications
- 3.2** The **Lessor** shall also cover for stamp duty and registration fees in respect of this lease;
- 3.3** The **Lessor** shall cover for legal costs on this lease,
- 3.4** Agent fee shall be covered by each party as per each of them have negotiated with their Agent before.

**ARTICLE 4**

**4.0 THE LESSEE'S COVENANTS**

- 4.1** The **Lessee** hereby covenants with the **Lessor** as follows:
- 4.1.1** to pay during the said term the Rent afore-stated punctually;
- 4.1.2** to use the said **Leased Premises** for **COMERCIAL PURPOSES** (healthcare facilities only and at all material time during the said



term to keep the **Leased Premises** including all doors, window, water taps, electric light, sanitary equipments, sinks, wall and other fixtures and fittings in good condition (fair wear and tear exempted);

- 4.1.3 To comply with all national and local government health and other laws and regulations;
- 4.1.4 The **Lessee** is responsible to any damages if, during the modification and at any time during the term herein granted the, **Leased Premise** or any part thereof is damaged or destroyed by any act whatsoever by the acts of negligence of the **Lessee** or their contractors, workmen, servants and/or licensees;
- 4.1.5 to maintain general utility services and promptly pay for all charges liable on telephones, electricity, water and sanitary services provided to the **Leased Premises** by the concerned authorities. Any remaining credit on LUKU-METER upon determination of this lease shall not be refundable;
- 4.1.6 to make only light weight partitions within the building, as well as construct a structure for and install one passenger lift, without affecting the structural integrity of the building;
- 4.1.7 to permit the **Lessor** or any agent authorised by the **Lessor** to enter upon the **Leased Premises** at a reasonable times of the day, upon giving notice to the **Lessee** of not less than 24 hours, for purposes of inspection to establish any desirable and necessary repairs to the building upon being notified of such desire or need;
- 4.1.8 to permit the **Lessor** or any agent authorised by the **Lessor** to enter upon the **Leased Premises** at a reasonable times of the day (or sooner should any of the events stated in Clause 9.0 occur) to enter the **Leased Premises** and affix and retain anywhere upon the **Leased Premises** a Notice for relenting the premises and during such period to permit persons with the written authority of **Lessor** or its agent authorised at a reasonable times of the day to view the Demised Premises ;
- 4.1.9 not to carry on immoral or any offensive trade and not to do or suffer, install any machinery engine or other apparatus on the



floors, walls or ceiling of the leased premises or building any part of the building any act, matter or thing whatsoever which may be or tend to annoy, damage, nuisance, damage, disturb the lessor, lessee or owners or occupiers of any adjoin or neighbouring premises;

4.1.10 not to assign, sub-lease or part with the possession of the **Leased Premises** or any part thereof without the written consent of the **Lessor**;

4.1.11 to make sure that the standby Generator is, upon notice to the Lessor, periodically serviced and always fuelled;

4.1.12 to keep the surrounding of the demises **Premises** clean and tidy and comply with all municipal and health regulations applicable to the occupation of the demise **Premises**.

## ARTICLE 5

### 5.0 THE LESSOR'S COVENANTS

5.1 The Lessor hereby covenants to the Lessee as follows:

5.1.1 that following the Lessee paying the Rent; observing and performing several covenants and conditions as hereinabove on his part, he shall peacefully hold unto and enjoy the tenancy of the **Leased Premises** throughout the term herein created **WITHOUT** unlawful interruption by the **Lessor** or any person rightfully claiming under or in trust for the **Lessor**;

5.1.2 to promptly pay land rent, and property tax chargeable by the relevant authorities save for utilities (electricity, internet, telephone, water, sanitary services, and garbage collection charges);

5.1.3 to clear the outstanding water and electricity bill; if any, prior to handing over of the house to the lessee;

5.1.4 to ensure that the property is structurally sound, the roof watertight and the boundary fences maintained in sound and secure condition and, effect all major repairs and maintenance of external and internal drains, sewers, pipes, water tank and electrical wiring prior to handing over of the house to the lessee and during the tenure of the

lease provided that the Lessee be responsible for any damages arising out of his negligence

- 5.1.5 to allow the Lessee have in the **Leased Premises** its own security guards;
- 5.1.6 to ensure that all electrical works, including but not limited to generator servicing or repairs, control panels, changeover gear/switches, are in good and working conditions prior to handing over of the house to the lessee;
- 5.1.7 to ensure that all plumbing systems, including but not limited to sewer/septic tank are in good and working conditions prior to handing over of the house to the lessee;
- 5.1.8 protect and repair all structural components, including but not limited to roofs, floors, walls, particularly from rising or penetrating damp upon notice by the Lessee to the Lessor;
- 5.1.9 to abide by the terms and conditions of the lease hereby created without causing any annoyance and interruptions to the Lessee.

## ARTICLE 6

### 6.0 THE LESSOR'S AND LESSEE'S DECLARATION

- 6.1 The Lessor and the Lessee hereby expressly agree and declare that:
  - 6.1.1 The Rent shall be paid to the Lessor and not otherwise save for reasons of death or incapacitated whereby a legal representative shall be responsible on receiving rent.
  - 6.1.2 In the event the Rent or any part thereof shall at any time be in arrears and remain unpaid for a period of three (3) months after the same has become due and payable, whether or not formally or legally demanded, then it shall be lawful for the Lessor to terminate this contract without any liability on its part.
  - 6.1.3 If at any time during the term herein granted the **Leased Premise** or any part thereof is damaged or destroyed by any cause whatsoever other than by the acts of negligence of the Lessee or their servants and/or licensees as to be unfit for occupation and use and the **Leased**



Premises is not restored by the Lessor within three (3) months after such damage or destruction, then and so often as it happens the Rent hereinabove reserved or a fair and just proportion thereof based on the nature and extent of the damage shall as from the expiration of the said period of three (3) months be suspended until the leased premises shall again be rendered fit for occupation and use provided that the Lessee offers to repair the damaged portion to render the premises fit for occupation at a mutually agreed cost to be offset against the rent. In the event of the parties failing to agree on the cost or refund of these costs, the Lessor shall be obliged to effect the necessary repairs, failing which the lessee shall be entitled to terminate the contract forthwith by giving 30 days' notice in writing and thereupon his lease shall be determined and the lessor shall refund the lessee any rent received in advance for the un-expired period of the lease, and permit the Lessee to remove any fittings, modifications, additions made by the Lessee

If the Lessor agree that; the Lessee is to restore the condition of the house and render it fit for occupation and use, the costs of such restoration once established shall be deducted (at the agreed ratio or amount) from the rent to be paid in future.

## ARTICLE 7

### 7.0 RENEWAL OF THE AGREEMENT & OTHER INCIDENTAL EVENTS

- 7.1 The Parties may renew this Agreement upon Lessee giving three (3) months written notice prior to the expiration of the lease of his intention to renew, and the Lessor is willing to renew the lease to the Lessee.
- 7.2 The renewal shall be guided by the terms and conditions of this Agreement, specifically rent increase clause.
- 7.3 It is agreed that; if, following expiration of this lease, the Lessor wishes to sale the leased premises, the Lessee shall be given the 1<sup>st</sup> right of refusal to purchase the premises.
- 7.4 However; at any time prior to expiration of the lease (but after 5 years are lapsed) the Lessor may as well offer to sale the leased premises to the Lessee for his consideration.



## ARTICLE 8

### 8.0 TERMINATION

- 8.1 This lease shall terminate on the expiry of the lease Term herein reserved.
- 8.2 This Agreement may be terminated by either Party upon giving a notice of three (3) months prior to termination.
- 8.3 The Lessee shall, not in less than three (3) months before the expiration of the term hereby granted, give to Lessor notice in writing of its desire for renewal or non-renewal of the lease and if the Lessee shall have reasonably performed and observed the several stipulations herein contained on its part to be performed and observed up to the termination of the tenancy hereby created then the Lessor may let the Leased Premise to the Lessee for the further term to be mutually agreed between the Lessor and Lessee.
- 8.4 If at any time prior to expiration of lease tenure; the Lessor decides terminates the lease, by reasons other than those in articles 6.1.2 and 9.1 or Lessee failure to comply with article 4.1.4, she will have to refund the Lessee with all rent paid in advance (for remaining period) and all costs incurred by the Lessee to renovate the house prior to assuming his tenancy (the modification done within the granted Grace Period).
- 8.5 If at any time prior to expiration of lease tenure; the Lessee terminates the lease, by reasons best known to itself (including none payment of rent), it shall be abided to pay the Lessor all rents which is supposed to be paid for the next quarter for which rent is due.

## ARTICLE 9

### 9.0 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND PROVIDED THAT

- 9.1 If and whenever during the said Term the said rents hereby reserved or made payable or any of them or any part thereof shall be in arrears and unpaid for thirty (30) days next after becoming payable (whether legally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants on the part of the Lessee or shall become bankrupt or if



the Lessee (being a company) shall enter in to liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or if a Receiver shall be appointed of its undertaking or if the Lessee for the time being shall enter into an agreement or composition for the benefit of the Lessee's creditors or shall suffer any distress or execution to be levied on the Lessee's goods then and in any of the said cases it shall be lawful for the Lessor at any time after issuing of the a notice upon the Lessee under section 104 of the Land Act, 1999 of his intention to terminate the Lease and notwithstanding the waiver of any previous right of re-entry to re-enter into and upon the Leased Premises or any part thereof in the name of the whole and thereupon the term hereby granted shall be determined but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained.

## ARTICLE 10

### 10.0 "Force Majeure" Termination

- 10.1 Whenever the demised premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the Lessor's control this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at Lessee's option. Should the Lessee exercise this option, he shall provide written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.
- 10.2 Should the Lessee elect to remain in the demised premises rendered partially untenable, the Lessor shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage. In this event, the Lessee shall be entitled to a proportionate reduction of rent from the day of such partial destruction until the said restoration is completed.



10.3 In addition, the Term shall be automatically extended for such period of time as may be necessary to offset any period for which the rent has been suspended under the foregoing provisions.

## ARTICLE 11

### 11.0 COMMUNICATION & NOTICES:

Every notice and any other communication by the Parties shall be deemed to have been duly given or made when it shall be delivered by hand or postal delivery to the address used by either party in official communication or email address used by either party in official communication by the other.

## ARTICLE 12

### 12.0 GENERAL CLAUSES:

#### 12.1 Severability

The invalidity or unenforceability of any provision or part thereof of this Lease Agreement shall not affect any other provision or the remainder thereof all of which shall remain in full force and effect.

#### 12.2 Waiver

Each of the covenants by the Lessee or Lessor shall remain in full force both at law and in equity notwithstanding that either of them shall have waived or released temporarily any such covenant.

#### 12.3 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement.



Each of the Parties acknowledges and agrees that in entering into this Agreement it has not relied on (nor has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement."

- 12.4 The Lessor shall not be responsible to the Lessee or to anyone at the demised premises expressly or by implication with the Lessee's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the demised premises, except to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the Lessor or any person authorized by the lessor.
- 12.5 This Agreement may be amended at any time in writing by the Parties.
- 12.6 This Agreement shall be in the English Language and in Three (3) originals each being authentic.

**ARTICLE 13**

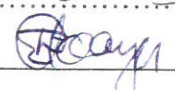
**13.0 GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.
- 13.2 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing of which the aggrieved party may submit the dispute to a mutually agreed mediator.
- 13.3 The Parties to this Agreement irrevocably submit to the exclusive jurisdiction of Tanzanian Courts.

IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

SIGNED and DELIVERED by the said GLORIA KAAYA }

who is known to me personally/identified to me by...MARY OBUNDI...}

.....the latter being known to me personally in } 

my presence this 01st day of February 2021.)

LESSOR



BEFORE ME:

Name:

GASPER MWAKANYEMBA

Signature:

*Gasper Mwakanyemba*

Postal Address:

72541 DAR ESSALAAM

Designation:

ADVOCATE



SIGNED, SEALED and DELIVERED with the Common Seal }

of the said AIRMED HEALTHCARE LIMITED }

This 01<sup>st</sup> day of February 2021}

In the Presence of:

Name:

MR. ASHUTOSH JOG

Signature:

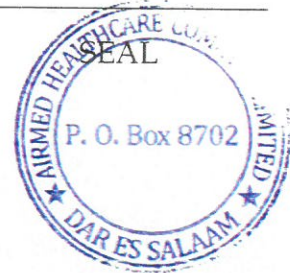
*Ashutosh Jog*

Postal Address:

P. O. Box 8702, Dar Es Salaam

Designation:

Managing Director



Name:

MRS. VEENA JOG

Signature:

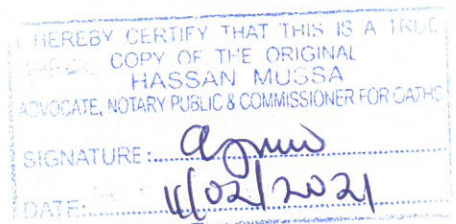
*Veena Jog*

Postal Address:

P. O. Box 8702, Dar Es Salaam

Designation:

Secretary



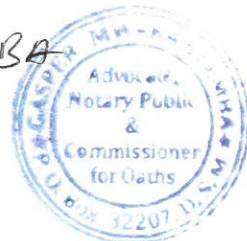
BEFORE ME:

Name:

GASPER MWAKANYEMBA

Signature:

*Gasper Mwakanyemba*



Postal Address:

72541 DARUSSALAM

Designation:

ADVOCATE

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