

SUBJECT TO LEASE

MAENDELEO TECHNOLOGIES LIMITED

P.O. Box 105136
Dar es Salaam
Tanzania

Dear Mr Yury Chernomorchenko

HEADS OF TERMS FOR: MAENDELEO TECHNOLOGIES LIMITED

We have pleasure in confirming our verbal agreement for your tenancy of the office unit known as MAENDELEO TECHNOLOGIES LIMITED in the Oyster Bay Hotel Shop Complex. This agreement is for Three (3) Years with extensions or a new agreement to be made available at the discretion of the BOTH PARTIES at termination. Commencement date of this agreement will be from 28/08/2020 up to 28/08/2023. As per our verbal agreement the terms agreed are listed below and will be incorporate in the final standard lease agreement.

1. Landlord (LESSOR)

Cordura Limited, P O Box 2261, Dar es Salaam.

2. Tenant (LESSEE)

MAENDELEO TECHNOLOGIES LIMITED
P.O. Box 105136
Dar es Salaam

BUSINESS LICENCE No:

TIN No: 131- 749- 201

VAT No:

3. Office Usage

To be used as office offering Consultation work.

4. Office Size

The lettable space is 25 square meters which is being charged, plus the common Area and Washroom which for the purpose of this Lease is not charged. Making it a total of 30 square meters.

5. Lease period

This Lease Agreement will be for _____ with option to extent further at the expiry upon mutual agreement of both parties.

6. Occupation

Immediately with a fit-out period of ONE WEEK with rent being charge Subject the Payment terms have been executed as shown in Clause 7.1

The Lessor shall provide, TWO office desks and Chair for the usage of the tenant.

7. Financial & Payments

7.1. Advance Payment & Confirmation of the Agreement.

Description	Amount	Years	Total
Rent & Maintenance pm excl. VAT	USD \$ 173	(3)	US \$ 519
Car Park ... Slots @ \$100 per slot	0		
Sub Total	US \$ 519		
VAT 18%	US \$ 94.42		
Total with VAT	US \$ 612.42		
Security Deposit	US \$ 200		
Grand Total Payment	Tsh 812.42		

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VAT is added to commercial rents and Maintenance Charges. Further Withholding Tax has to be withheld by the Lessee and paid to Tanzania Revenue Authority (TRA) as per respective rules in the rate prescribed which 10% is, and also a copy of the stamped Withholding Tax Certificate is paid to the Lessor within 7 days. Currently advance payment is three-month rent is to be paid as confirmation of this agreement and the payment forms which are part of this agreement. Non-payment, whether in part or in full, will terminate this agreement and the LESSOR will not be bound by the terms detailed herein and may remarket and re-let the property. Payment as stipulated in the agreement will allow the agreement to continue as detailed here.

All Rents and Service Charge fees shall be payable **QUATRELY** in advance and by no later than the first business day of to the Landlord.

If payment is made by transfer, hereafter are our details and the tenant hereby confirm that it is obliged to inform the Landlord in writing the details of each transfer the day it is made and that ALL transfer costs will be to the Tenant.

Security Deposit of US Dollar two hundred (US \$ 200) only payable on confirmation of this agreement is payable to the LESSOR. This deposit is rent exclusive of VAT. This deposit will be non-refundable until after the termination of this agreement as outlined in these Heads of Terms. This deposit will become repayable at whichever is the earlier, 90 days after the termination of the agreement less any deductions for damage, breakages or all outstanding bills or at such time that the LESSEE can provide proof of all payments of all dues and all and any outstanding bills for use or services in the demised premises.

7.2. Rent & Service Charge

The rent & Service Charge + VAT will be a total of US \$ 204.14 plus VAT for 25 square meters payable monthly in advance.

QUARTER 1 – _____ to _____

- Tsh 204.14 for 25 Square Meters

7.3. Maintenance Service Charge Per Month

The maintenance service charge will be based on an initial assessment of US\$2.5 per square meter per month payable monthly in advance together with the rent. The charge will be reviewed from time to time. VAT is added to this amount in accordance with current TRA regulations. For the purpose of this Lease the Maintenance Service Charge plus VAT is included in the total rent of US \$ 204.14.

The maintenance service charge includes, inter alia, security, management charges and cleaning of common areas amongst others but does not include building insurance or electricity to your office, generator charges, which will be separately charged and payable by the tenant.

7.4. Payment Terms and Bank Details

VAT is added to commercial rents.

Currently advance payment is twelve-month rent is to be paid as confirmation of this agreement and the payment forms which are part of this agreement. Non-payment, whether in part or in full, will terminate this agreement and the LESSOR will not be bound by the terms detailed herein and may remarket and re-let the property. Payment as stipulated in the agreement will allow the agreement to continue as detailed here.

All Rents and Maintenance Service Charge fees shall be payable **QUATERLY** in advance and by no later than the first business day of to the Landlord.

If payment is made by transfer, hereafter are our details and the tenant hereby confirm that it is obliged to inform the Landlord in writing the details of each transfer the day it is made and that ALL transfer costs will be to the Tenant.

- o **Account Name: Cordura Limited**
- o **Account # for US\$: 001 800 4054**
- o **Account # for TZS: 001 400 3916**
- o **SWIFT CODE: BARCTZTZ**
- o **Bank Name: ABSA BANK TANZANIA LIMITED**
- o **Branch Code: 001**
- o **Branch Address: Ohio Branch, P.O. Box 5137, Dar Es Salaam, Tanzania**

Landlord shall be entitled at any time and without assigning any reason therefore, to elect to whom and in which manner payments by the Tenant must be made. If for any reason whatsoever the tenant does not open or fails to operate as stipulated, without the express written permission of the Landlord, then the Heads of Terms will be nullified and this payment and the Security Deposit shall not be refunded until another tenant has been found and all the costs of finding an alternate tenant including the loss of rental income will be deducted from any refunds payable.

8. Car Parking

The LESSEE notes that Parking System (under TARURA), which operates under the Dar es Salaam City Council is responsible in collecting the car parking fee of TZS 500 per hour (currently) and such fees would be payable for any visitors of the LESSEE's who park in the non-designated parking spaces.

Please note that the LESSOR will not be held responsible for any action that National Parking Solution (NPS) might take with your vehicle if you do not pay them the mentioned fee.

8.1. Reserved Parking space can be allocated to the Lessee within The Oyster Bay Hotel Complex, subject to request, availability and office space occupied.

9. Electricity

The Landlord has connected a "CHECK METER" for the space and electricity will be paid by the Tenant from date of occupation.

10. Standby Generator:

The Landlord has provided a standby Generator to be used by the offices during power disruption during normal working hours, whenever possible. Normal working hours are to be between 6.00am to 6.00pm from Monday to Sunday.

The Generator Charge will include any fuel cost, maintenance cost or service contract of the generator and any spare parts or consumable items required to allow the operation of the Generator. Generator charge will be billed separately on a monthly basis. Generator charges is based on the power schedule and inventory, which is taken on occupation and this will be then used for the calculation of the expenses on pro-rata basis.

11. Sub-letting

The Tenant will not be permitted to transfer, charge, sub-let, assign, part with or share possession of the premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, unless such consent is detrimental in any way to the Landlord.

12. Alterations

The following points are applicable

- a) The Landlord will provide the tenant with the said unit with walls painted and the existing floor tiles or plain floor screed. New floor or wall tiles or other work will be carried out by the tenant.
- b) The Tenant shall not make any alterations to the demised premises without the consent in writing of the landlord (such consent not to be unreasonably withheld or delayed).
- c) The Tenant will be allowed to fit out the premises to a specification as approved by the Landlord's appointed architects and to the approval of relevant statutory regulations, the cost of which shall be borne by the Tenant. Any works carried out before landlord's approval risk being removed if they are found to be in contravention with safety, statutory regulations or correct installation procedures, or that are in breach of the interest of adjoining tenants.

13. Repairs & Renewals

The lease is to be drawn on a full recovery basis. The Landlord is responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time, in or to the building and all parts

thereof other than those which are the responsibility of tenants or the local authority. This will include the maintenance and repair of the structure of the building, all systems, works and installation contained within the building but excluding air-conditioning and those which are the responsibility of the tenant.

In the event that the Landlord fails to attend to any maintenance or repairs in terms of this lease, within a reasonable time, then the Tenant shall give the responsible party reasonable time to rectify the fault and then 14 (fourteen) days written notice, calling upon the responsible party to attend to such maintenance/repairs. In the event that the Landlord does not do so within that 14-day notice period, then the Tenant shall be entitled to itself or through someone else, attend to such maintenance and repairs and claim the cost thereof from the landlord.

14. Signs & Marketing

The following points are applicable:

- a) All promotional material & advertising signs, location and type to be approved by Landlord prior to them being made, placed or allowed in the shops
- b) The placement of any signage or notice that is to be visible from the exterior of the premises is subject to the Landlord's absolute discretion and must conform to the Landlord's specifications and be paid for by the tenant, if allowed.

15. Air-Conditioning

The Landlord is responsible for providing, installing and the cost of such, if this is required in the premises. In the event the Tenant wants to install additional Air Condition Unit, the location, type (split/window) is to be agreed by the Landlord prior to provision and installation. It is the intention of the Landlord that any air-condition unit does not obstruct any passageways and where possible is not seen from the shops with the drainage being controlled and in proper pipes. The timely maintenance shall be the responsibility of the Tenants.

16. Damage to or destruction of Premises

Should the Premises be destroyed by fire or damaged to an extent which prevents the Tenant from having beneficial occupation of the Premises within a period of not more than 3 (three) months the tenant shall be entitled to a remission of rental for the period it is deprived of occupation.

If the leased premises have been rendered un-tenantable and will not be available in 3(three) months, then the Landlord will have the right to offer an alternative premises of a similar nature size and specification located within its own portfolio at the Oyster Bay Hotel. If the Landlord cannot offer alternative accommodation the lease shall be terminated with immediate effect.

17. Security

A 24-hour security service to the common areas is provided by a hired security firm supported by company security staff. The landlord and his agents bear no responsibility for the performance of the subcontracted firm and cannot be held liable for any failure on its part. The landlord is currently reviewing other aspects of the Security of the property and the provision of controlled access to all areas of the property as well as CCTV at all entry and exit points on the property. Security costs will be payable under service charge.

18. Telephones & Data

It is the Tenant's responsibility to obtain telephone and data connections.

The following points are applicable:

- a) If the tenant wishes to connect to TTCL or other suppliers, this must be their arrangement and at their cost
- b) All external wiring is not allowed and will be removed.

The wiring run from TTCL or for any other connection is to be discussed and have prior agreement of Landlord and not visible

d) No external aerials or dishes will be allowed without prior arrangement of the Landlord

19. Access

The Premises will be accessed by the public during working hours through the main entrance from 6:00am to 6:00pm from Monday to Sunday; however, 24 hours access to the ATMs will be given to the public, if ATM's are located on the premises. If access is required by the tenant outside these hours alternative arrangement can be made with the building management.

20. Legal Costs and Representation

Upon the completion of documentation each party will be responsible for their own legal costs incurred in the preparation and execution of legal documentation.

21. Possession

Currently not applicable as tenant staying is in the same location.

22. Acceptance

By accepting the terms of this letter of offer and making the payment as details herein, the tenant is deemed to approve the terms contained herein.

23. Subject to Contract

Until such time as the standard Lease Agreement has been executed all covenants, conditions and the rent agreed shall be deemed to have been incorporated in this letter.

24. Lease Registration

The tenant will bear the cost of registration at the Land Registry. In addition, Stamp Duty is payable by the tenant unless you are an exempt organization. The tenant should finish the stamp duty paid, proof from TRA to the Landlord as soon as the lease is signed.

25. Notice Clause

For the purposes of this agreement with regards to communication of Notice, issuance of Rent, Maintenance Service Charge & Generator Invoices, can be delivered either in writing by hand or electronic delivery through e-mail to the following addresses are to be used

The Landlord: Cordura Ltd,
Address: The Oyster Bay Hotel Shopping Centre
368 Msasani Rd, Plot 369, 368, 344
Ghuba Road & Toure Drive, Dar es Salaam
Mailing: P.O. Box 2261, Dar es Salaam
Email: finance@corduratz.com

The Tenant: MAENDELEO TECHNOLOGIES LIMITED
Address: Plot no 344 Oyster Bay
Ghuba Road, Oyster Bay Hotel Complex, Dar es Salaam
Mailing: P.O. Box 105136
Email: environment.academy@gmail.com
Tel: 0629345345

Any written communication received by the addressee, shall constitute proper notice in terms hereof. Any change in the above communication details should be informed in writing by both parties.

The Oyster Bay Hotel, Suites, Shops & Offices | Beho Beho Camp | Mikumi Wildlife Camp
P.O. Box 2261 | Dar Es Salaam | United Republic of Tanzania
Tel: +255 22 260 0352, 34 | Mob: +255 683 999 445 | www.corduratz.com

Maendeleo Technologies Limited

Cordura Ltd

Order 167

26 Terms of Notice

This is fixed contract for Three (3) Years with extension on mutual acceptance

27 Breach

In the event of breach by either Party of the obligations under this lease, which the defaulting Party fails to remedy within a reasonable period of time after receiving notice from the other Party specifying the breach and requiring its remedy, then the innocent Party may terminate this lease forthwith by notice to the defaulting Party. Breach under the lease will also include Insolvency when either party will have the right to terminate the lease with immediate effect due to the other's predicament

28 Law & Dispute

It is agreed by both parties that this agreement and the Lease will be subject to the Laws of Tanzania and that in the event of any dispute it is agreed by both parties to go to Arbitration in order to resolve such disputes as determined by the laws of Arbitration in Tanzania.

29 Execution

This letter is sent to the tenant in triplicate. If the terms and conditions are acceptable, please execute the three copies by writing your initials on the first seven pages and signing and sealing the final page, and return all three copies to ourselves within seven (7) days from the date of this letter.

We look forward to having you as tenant

Yours faithfully *Wilfred J Rugina*

Wilfred J Rugina

Cordura Ltd

Acceptance



Handwritten notes: WI=USD 193 x 10% x 3 = 51.9 USD, SD=USD 193 x 1% x 12 = 20.76 USD, WS (TAs) = 118,653.67, SD (TAs) = 49,461.47, 166,115.147

I, the undersigned are empowered to sign for and on behalf of the Tenant and have read the Heads of Terms as herein outlined and we are in agreement with them

Yury Chernomorchenko

Name YURY CHERNOMORCHENKO

Position DIRECTOR

Company Maendeleo Technologies Ltd.

Date 28.08.2020

Stamp / Seal



The Oyster Bay Hotel, Suites, Shops & Offices | Beho Beho Camp | Mkombe Wildlife Camp
P.O. Box 2201 | Dar es Salaam | United Republic of Tanzania
Tel : +255 22 260 0352 | Email : +255 055 991 111 | www.corduraltz.com