

**LEASE AGREEMENT**

**THE REGISTRATION OF DOCUMENTS ACT  
[CAP 117 R.E.]**

**DATED THIS DAY 1<sup>ST</sup> DAY OF SEPTEMBER 2020**

**BETWEEN  
ZEEGER TMBM LIMITED  
(Landlord)**

**AND**

**LAZADA CTANZANIA LIMITED  
LIMITED  
(Tenant)**

**FOR**

**OFFICE SPACE**

**AT**

**PLOT 153 , OYSTERBAY**

**DAR ES SALAAM, TANZANIA**

This Lease Agreement (Agreement) is made and effective on this 1st day of September 2020 ("Effective Date"), by and between:

**ZEEGER TMBM LIMITED** (hereinafter referred to as "**Landlord**"); on the one hand

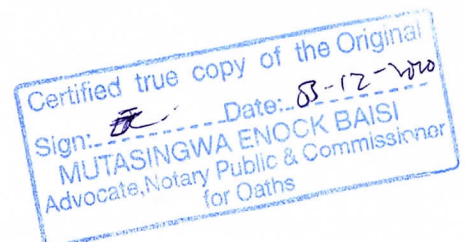
And

**LAZADA TANZANIA LIMITED**, (hereinafter referred to as "**Lessee**"; on the other hand

Landlord and Lessee being collectively referred to as "**Parties**" and individually as "**Party**".

**1. OBJECT**

- 1.1 The Landlord hereby leases to the Lessee an office space of approximately 20Sq meters situated in Plot 153, Oystebay, Haille Sellasie Road, Dar es Salaam ("**Premises**").
- 1.2 The Lessee, its personnel, contractors and invitees shall have a non-exclusive right of free use of common areas, with others designated by Landlord, **for the Common Areas' intended and normal purposes**. In addition to this, the lessee will be entitled to one (1) reserved parking bay which is included in monthly service fee



1.3 The Landlord warrants that they are the duly authorized beneficial owner of the Premises, which are duly licensed for the intended use, and shall hold Lessee harmless from any and all claims, actions, or demands, including legal fees, of any nature initiated by any person or entity resulting, without limitation, from the Landlord's lack or defective title or possession of the Premises, or failure to comply with any mandatory statutory provisions under Tanzanian regulations.

1.4 The Premises are leased by the Lessee for office space.

## 2. TERM

2.1 The Premises are leased for a period of Three Years from 01 September 2020 to 30 August 2023 ("**Leased Term**"), subject to renewal every three years.

2.2 The Lease Term shall commence on the Effective Date and shall expire on 30 August 2023 thereafter ("**Expiry Date**") unless sooner terminated in accordance with Clause 9 of this Agreement. However, notwithstanding anything to the contrary in this Agreement, the Lessee shall take responsibility of the Premises from 01 September 2020 but shall start the payment of the Rent (as set forth in Clause 3 hereof) only effective 01 September 2020

## 3. RENT

3.1 The Lessee shall pay the Landlord as rent ("**Rent**") for the Premises a monthly sum of **One Hundred Thousand Shillings (Tshs 100,000)**.

3.2 The Lessee shall assume full and exclusive liability for payment of all taxes and levies (where applicable) including any penalty or interest assessed or levied on the Landlord in respect of the Premises and/or in respect of the execution of this Lease Agreement by any government or any other authority ("**Taxes**").

3.3 The Lessee shall clear all obligations for services consumed upon termination.

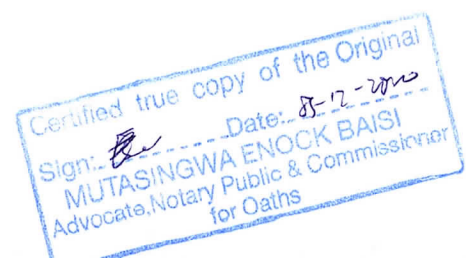
## 4. ASSIGNMENT AND SUBLETTING

4.1 The Lessee shall be entitled to assign or sublet this Agreement to any affiliate of the Lessee subject to approval by the Landlord, which approval shall not be unreasonably withheld or delayed. Any other assignment or subletting shall be subject to prior written consent of Landlord which shall not be unreasonably withheld.

4.2 Should the Landlord partially or totally transfer the ownership of the Premises to any third party, formal notification shall promptly be sent to the Lessee detailing information, which include but is not limited to, the identity of the transferee, and the new bank details. Furthermore, the transferee shall take over all the rights and responsibilities of the Landlord under this Lease Agreement without any modification. The Landlord and the transferee shall indemnify, defend and hold the Lessee harmless from and against any and all claims arising out of the Landlord's failure to properly notify the Lessee of the change of ownership.

## 5. OBLIGATIONS OF THE LESSEE

The Lessee shall:



The Lessee shall:

- a) Quietly enjoy the premises;
- b) Keep the premises clean and tidy;
- c) Not use the premises for any purpose other than that set forth herein;
- d) Not cause or commit any nuisance in the premises;
- e) Refrain from interfering with the electrical, water installations or systems serving the premises, apart from any maintenance or repair work as defined under Clause 6;
- f) Comply with all applicable laws and regulations concerning the use of the premises;
- g) Pay the electricity charges related to the period of time that the Lessee is occupying the premises.
- h) Pay generator running costs along with other tenants as equally divided.

## 6. MAINTENANCE AND REPAIRS

6.1 The Lessee shall at its own expense:

- a) Manage and pay maintenance costs for air conditioner(s), electrical maintenance (such as change of lamps, switches, plugs); the Landlord shall recommend preferred contractors, which may be used by the Lessee only subject to prior due diligence and approval by the Lessee;
- b) Repair any element of the Premises damaged during the Lease Period by the Lessee;
- c) Return the Premises to Landlord upon termination of this Agreement in good order and condition, subject to fair wear and tear.

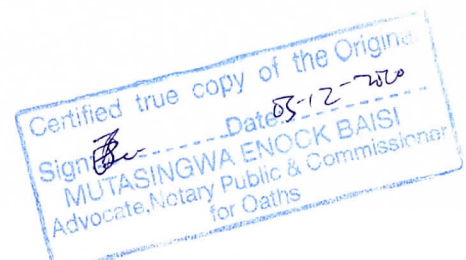
6.2 Subject to the elements to be maintained by Lessee listed in the above paragraph, Landlord shall be responsible at its expenses during the Lease Period for the performance of maintenance and repairs or replacements of all elements of the Premises requiring such interventions.

6.3 Maintenance and repairs/replacements to be done by the Landlord shall notably relate to the structure of the Premises, the roof, the gutters, the drain pipes and the exterior walls. The Landlord shall also be responsible for the maintenance and upkeep exterior of the Premises.

6.4 The Lessee shall notify the Landlord where maintenance, repair or replacement of any element of the Premises is required. The Landlord shall take immediate measures and shall ensure prompt and efficient required intervention.

6.5 The Landlord shall have up to thirty (30) days or such other reasonable time frame mutually agreed with the Lessee to complete repairs/replacements

6.6 The Lessee should get prior permission from the Landlord for any repairs/maintenance being done inside the space rented / leased and also should get prior permission for signage.



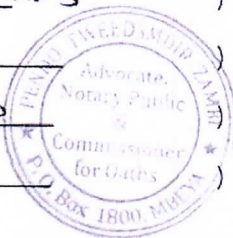
IN WITNESS WHEREOF the Parties hereto have executed these presents on the day and year first hereinabove written:

SEALED and DELIVERED by the said )  
ZEEGAR TMBM in Dar es Salaam, Tanzania )  
this 1<sup>st</sup> day of SEPTEMBER 2020 )



BEFORE ME:

Name: PENDO TWEEDSMUIR James )  
Signature: [Signature] )  
Postal Address: P.O. Box 1800 )  
Qualification: ADVOCATE )



SEALED and DELIVERED by the said )

LAZADA TANZANIA LIMITED in Dar es Salaam, Tanzania )

this 07 day of 09 2020 )

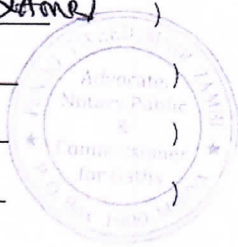
Name: \_\_\_\_\_ )  
Signature: \_\_\_\_\_ )  
Postal Address: \_\_\_\_\_ )  
Qualification: \_\_\_\_\_ )

[Signature]

LESSEE

BEFORE ME:

Name: PENDO TWEEDSMUIR James )  
Signature: [Signature] )  
Postal Address: P.O. Box 1800 )  
Qualification: ADVOCATE )



w/tx 100,000 x 3 months x 10%  
30,000

stdub 10,000 x 12 months x 1%<sup>6</sup>  
12,000

Total 42,000  
Mumila

