

**Dated 1 December 2020**

**(1) Stewart Manor Investment Limited**

as Landlord

-and-

**(2) 313 Hauliers Limited**

as Tenant

**Lease Agreement**

relating to an office located at Plot No. 9 Nyerere Road,

Dar es Salaam, Tanzania

This Lease Agreement (**Lease**) is dated 1 December 2020.

**Between:**

- (1) Stewart Manor Investment Limited, a limited liability company incorporated in the United Republic of Tanzania with company number 5584 whose registered office is at Plot 9 Nyerere Road, Dar es Salaam, Tanzania (**Landlord**); and
- (2) 313 Hauliers Limited, a limited liability company incorporated under the laws of the United Republic of Tanzania with company number \_\_\_\_\_ whose registered office is at Plot 9 Nyerere Road, Dar es Salaam, Tanzania (**Tenant**).

**Background**

- A. The Landlord is the registered owner of Plot No. 9, Nyerere Road, Dar es Salaam, Tanzania.
- B. The Property is in good and habitable condition and a good state of repair.
- C. The Tenant is desirous of letting and the Landlord of granting this Lease for the Property subject to the terms and conditions set out hereunder.

**It is agreed as follows:**

**1. Definitions and Interpretation**

1.1 The following definitions shall apply in this Lease:

**Business Days** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Dar es Salaam.

**Party** means a party to this Lease.

**Permitted Use** means the sole use of the Property as offices during the Term.

**Property** means the office space provided to the Tenant and located on Plot No. 9, Nyerere Road, Dar es Salaam together with (if any) the Landlords' fixtures and fittings.

**Service Media** means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Term** means a term beginning on, and including the date of this Lease and ending on, and including 30 November 2024.

**Rent** means rent at a rate of Tsh. 500,000 (Tanzanian Shillings Five Hundred Thousand) per month for the duration of the Term.

**VAT** means any tax imposed in compliance with the Value Added Tax Act 1997 or any similar replacement or additional tax.

**Withholding Tax** means any tax, levy, impost, duty or other charge or withholding of similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) which becomes due and payable to the Tanzania Revenue Authority

1.2 References to Clauses are to Clauses to this Lease and their headings shall not affect the interpretation of this Lease.

1.3 A reference to this Lease or any other agreement or document referred to in this Lease is a reference to this Lease or such other agreement or document as varied, superseded or novated (in each case, other than in breach of the provisions of this Lease or the provisions of the agreement or document in question, as appropriate) from time to time.

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 Any obligation on the Tenant to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.7 A reference in this Lease to the Landlord includes a reference to the person who is entitled to the immediate reversion to the tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Lease.

## **2. Grant**

2.1 Subject to the terms of this Lease, the Landlord lets the Property to the Tenant for the Term.

2.2 The grant is made with the Tenant paying to the Landlord the Rent in accordance with Clause 3 (*Rent*) below and all VAT in respect of it, as well as any other sums due and payable pursuant to this Lease.

## **3. Rent**

3.1 The Tenant shall pay the Rent plus VAT one (1) month in advance directly into the Landlord's bank account (as designated and notified to the Tenant by the Landlord from time to time). All payments shall be in Tanzanian Shillings.

3.2 The Landlord will be liable for the Withholding Tax, however, the Tenant undertakes to deduct Withholding Tax (this being 10%) and make payment directly to the Tanzania Revenue Authority for and on behalf of the Landlord.

3.3 VAT will be included in every invoice raised relating to the Rent when it is due and will be paid as per the law.

3.4 The Tenant shall provide the Landlord with a certificate evidencing each payment of Withholding Tax within five (5) Business Days of each payment of the Rent installment to the Landlord.

## **4. Tenants Covenants**

The Tenant covenants with the Landlord during the Term as follows:

- (a) to pay the Rent reserved by this Lease on each respective due date and comply with the obligations set out in Clause 3 (*Rent*) above, free of any deduction, counterclaim or set-off, unless otherwise mutually agreed to;

- (b) to pay and keep the Landlord indemnified against all outgoings in respect of the Property, that is non-domestic rates, water rates and charges from the beginning of the Tenant's occupation, all future rates, taxes, charges and assessments by whatever name called which are imposed on or payable by the owner or occupier of the Property;
- (c) to pay any rates, taxes, assessments or other charges of any water, gas, electricity, security, telephone or other utility supplied to the Property where charged directly to the Tenant;
- (d) to pay stamp duty (1% of the Rent for 12 months only) when registering this Lease with the Tanzania Revenue Authority;
- (e) not to use or permit the whole or any part of the Property otherwise than as for the Permitted Use;
- (f) to keep the Landlord indemnified against liability in respect of any accident, loss or damage to person or property occurring on the Property, except if such accident, loss or damage is a result of the Landlord's gross negligence;
- (g) To keep the Property in good and substantial repair and condition;
- (h) at the expiry or sooner termination of the tenancy created by this Lease to yield up the Property repaired, maintained, cleaned, decorated and kept in accordance with the Tenant's covenants in this Lease to the same condition as was handed over;
- (i) to permit the Landlord or its agents at reasonable times to enter and examine the condition of the Property or for any other lawful purpose provided that reasonable prior notice is given to the Tenant;
- (j) the Landlord may through its workmen and agents enter the Property and execute all necessary works if needed by the tenant, and all expenses so incurred are to be paid by the Tenant to the Landlord on demand and to be recoverable as rent in arrear;
- (k) any damage to the office incurred by human reason should be repaired by the Tenant along with any daily minor maintenance;
- (l) not to make structural alterations or additions to the property without the express written consent of the Landlord;
- (m) not assign (i.e transfer to another person) the tenancy, either in whole or in part without the consent of the Landlord in writing;
- (n) not sublet the Property, either in whole or in part without the consent of the Landlord in writing;
- (o) not to bring into or do or permit upon the Property anything which may invalidate any insurances over the Property or render any additional premium payable thereunder and in case of any additional premium becoming payable the amount shall be repaid by the Tenant to the Landlord on demand; and

- (p) not use the Property for any illegal, immoral, disorderly or anti-social purposes.

#### **5. Landlord's Covenants**

The Landlord covenants with the Tenant during the Term as follows:

- (a) so long as the Tenant pays the Rent reserved by and complies with its obligations in this Lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this Lease;
- (b) in the event that the Landlord elects, in its absolute discretion, to sell and/or transfer the whole or part of the Property, the Tenant shall be entitled to receive three (3) months prior written notice; and
- (c) the Landlord shall remain solely responsible with the payment of regular taxes and any other payments arising from or related to the Property as accounted for by the Tanzania Revenue Authority.

#### **6. Termination**

Either Party may terminate this Lease without penalty at any time by giving four (4) months' notice in writing.

#### **7. Prohibition of Dealings**

The Tenant shall not assign, charge, part with this Lease or the Property or hold the Lease on trust for any person, or grant any right or license over the Property in favour of any third party.

#### **8. Compliance with Laws**

The Tenant shall comply with all laws and regulations of the United Republic of Tanzania including, but not limited to those relating to the Property, the occupation and use of the Property by the Tenant as well as to the use of all Service Media, machinery and equipment at or serving the Property.

#### **9. Returning the Property to the Landlord**

9.1 At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this Lease (except for fair wear and tear) and shall remove from the Property all stock and chattels belonging to or used by it.

9.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten (10) Business Days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

#### **10. Indemnity**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any lawyers' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection

with any breach of any Tenant covenants in this Lease, or any act or omission of the Tenant or any person on the Property with its actual implied authority.

### **11. Re-entry and Forfeiture**

11.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any amount owed to the Landlord pursuant to the terms of this Lease remains unpaid for ten (10) Business Days after becoming payable whether it has been formally demanded or not; or
- (b) any breach of any condition or tenant covenant of this Lease.

11.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this Clause 11, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this Lease.

### **12. Amendments**

Any term of this Lease may be amended, modified or terminated with the unanimous consent of the Parties and any such amendment, modification or termination will only be binding on the Parties when it is in writing and signed by the Parties.

### **13. Confidential Information**

Except to the extent required by law or any legal or regulatory authority of competent jurisdiction:

- (a) no Party shall at any time disclose to any person (other than any professional advisers) the terms of this Lease or any other confidential information relating to the Property or the Landlord, or make any use of such information other than to the extent necessary for the purpose of exercising or performing the respective rights and obligations under this Lease; and
- (b) no Party shall make, or permit any person to make any public announcement, communication or circular concerning this Lease.

### **14. Severance**

If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity or enforceability of the rest of this Lease.

### **15. Governing Law & Jurisdiction**

15.1 This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

15.2 Each party irrevocably agrees that the courts of the United Republic of Tanzania shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

This Lease has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Execution Page

Executed as a deed by  
Stewart Manor Investment Limited in  
the presence of:

) sign here:

*[Handwritten signature]*

) sign here:

*[Handwritten signature]*

*[Handwritten signature]*  
Signature of witness

Name: *Cosman Cassin*

Address: *Dar es Salaam*

Occupation: *Accountant*

STEWART MANOR INVESTMENT LTD  
P. O. Box 5584  
DAR ES SALAAM

STAMP DUTY  
60,000  
998711459652  
*[Handwritten signature]*  
Professional Manager - Tembeke

*[Handwritten signature]* of 24/12/2020

Executed as a deed by  
313 Hauliers Limited  
in the presence of:

) sign here:

*[Handwritten signature]*

) sign here:

*[Handwritten signature]*

*[Handwritten signature]*  
Signature of witness

Name: *NORAH TEMBA*

Address: *DAR ES SALAAM*

Occupation: *ACCOUNTS EXEC.*

313 HAULIERS LIMITED  
P. O. Box 5584  
DAR-ES-SALAAM

22/12/2020

WHT:  $500,000 \times 12 \times 4 \times 1\% = 2,400,000$   
S/Duty:  $500,000 \times 12 \times 1\% = 60,000$   
2,460,000

*[Handwritten signature]*  
SUI KHUSSAIN YUSUF  
ADVOCATE,  
NOTARY PUBLIC  
&  
COMMISSIONER  
FOR OATHS



\*\*\*START OF LEGAL RECEIPT\*\*\*

G Y HASSAM COMPANY  
ADVOCATES  
DAR ES SALAAM  
INDIRA GANDHI STREET  
TEL 0715 536 299  
TANZANIA

TIN 113630310

URN 400258056

SERIAL NUMBER 03T2842044117

UIN 01133F  
-10126414911363031003T2842044117

TAX OFFICE ILALA

CUSTOMER NAME STEWART MANOR INVEST LTD  
CUSTOMER ID TYPE BUYER'S TIN 003  
CUSTOMER ID

RECEIPT NUMBER 2991  
ZNo 8/0359  
DATE 16-12-2020 TIME 16:29:43

ECR: 01 OP: 01

LEGAL FEE 24'000.00 A

TOTAL EXCLUSIVE OF TAX 20'338.98

TAX A-18.00% 3'661.02

TOTAL TAX 3'661.02

TOTAL INCLUSIVE OF TAX  
24'000.00

CASH 24'000.00  
ITEMS NUMBER 1

RECEIPT VERIFICATION CODE  
42FA102991



\*\*\* END OF LEGAL RECEIPT \*\*\*