

**Annex A – Lease Agreement**

**THE LAND ACT No. 4 OF 1999**

**LEASE AGREEMENT**

**BETWEEN**

**ABRAHAM AGWAMBO OKORE**  
"the Lessor"

**AND**

**WINGU TANZANIA LIMITED**  
"the Lessee"

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Plot No. 57, Mbezi Industrial Area, Kinondoni Municipality, Dar Es Salaam City.

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**DRAWN BY:-**

Kings Law Chambers  
Haidery Plaza,  
3rd Floor, Suite 3Ld  
Kisutu Street/ Upanga Road  
P.o.Box 32196  
Dar Es Salaam

## LEASE AGREEMENT

THIS LEASE AGREEMENT made this 01<sup>st</sup> day of October, 2021

### BETWEEN

ABRAHAM AGWAMBO OKORE of P. O. Box 31119, Kinondoni, Dar Es Salaam (Hereinafter called "the Lessor") which expression shall where the context so admits include his/her successors, assignees and agents of the one part

### AND

WINGU TANZANIA LIMITED, a company incorporated and registered in the United Republic of Tanzania, bearing Registration No. 153503915, having its registered office at Haidery Plaza, 3<sup>rd</sup> Floor, Suite 3LD, Kisutu Street, Upanga Road, PO Box 32186, Dar Es Salaam, Tanzania (herein after called "the Lessee" which expression shall where the context so admits include its successors, assignees and agents), of the other part.

### WHEREAS

- A. The Lessor is the lawful owner of the Plot No. 57, Mbezi Industrial Area, Kinondoni Municipality, Dar Es Salaam City (hereafter referred to as "the Industrial Plot")
- B. In consideration of the rent hereinafter reserved and of the covenants and conditions by both the Lessee and the Lessor hereinafter contained the Lessor HEREBY DEMISES unto Plot No. 57, Mbezi Industrial Area, Kinondoni Municipality, Dar Es Salaam City (hereafter referred to as "the Industrial Plot")
- C. TO HOLD the same unto the Lessee for the Thirty Five (35) years from 01<sup>st</sup> day of October 2021, at the rent of Tanzanian Shillings Three Million (Tshs. 3,000,000/=) for the entire period.
- D. The Lessor has agreed to lease the Industrial Plot to the Lessee to hold and enjoy the same for data center site or any other use as the Lessee deems fit on terms and conditions hereinafter appearing.
- E. WHEREAS the Lessee is desirous of using the Industrial Plot as data center site to which the Lessee shall be responsible to design the same for such purposes.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Lessor hereby demises unto the Lessee ALL THAT Industrial plot TOGETHER WITH the right of access TO HOLD unto the Lessee for a term of Thirty-Five (35) years with an option to renew upon formal request from the Lessor starts from 01<sup>st</sup> day of October 2021 at a lump sum rent of Tanzanian Shillings Three Million (Tshs. 3,000,000/=) inclusive of all taxes payable yearly in advance, (hereinafter referred to as "the Rent").

2. The Lessee HEREBY COVENANTS WITH THE LESSOR as follows:

- a. To pay the rent herein before reserved on the days and in the manner aforesaid.
- b. To pay as and when due or demanded all charges for water, electricity and telephone, sewerage, refuse and sanitary removals if any, in respect of the Industrial Plot and present up to-date records prior to moving out.
- c. To keep the exterior and interior of (the to be erected) structure on the Industrial Plot, in good order, including maintaining all the accessories attached to the structure not to limit the water systems, tanks and all electric fittings (other than electrical apparatus forming part of the internal wiring of the data center), windows and window frames, and other Lessor's fixtures in good and tenatable repair and condition (fair wear and tear and damage by fire, storm and tempest excepted) and to make good any damage caused by the willful neglect or default of the Lessee to any portion of the Industrial Plot that is bound to be maintained under the covenant given by the Lessor in that behalf hereinafter contained.
- d. To keep all the surrounding, trees walkways and structure in good order and maintained.
- e. To permit the Lessor and his agents at all reasonable times, after giving prior notice and confirmation of, to enter upon the Industrial Plot to view the condition thereof and, if the same is found to be defective or out of repair, the Lessee to make good the same in a proper manner and to the satisfaction of the Lessor within the space of one calendar month.
- f. Not to use or permit to be used the Industrial Plot in a way which would create nuisance or annoyance to the neighbours and public.
- g. To take adequate precautions against risks of fire.
- h. Not to assign, sub-let or part with the possession of the Industrial Plot or any part thereof without the consent in writing of the Lessor first having been obtained (such consent not to be unreasonably withheld) in case of reasonable and respectable persons.
- i. To give notice of three months before the expiry of the term hereby created to the Lessor expressing his / her (Lessee's) intention whether or not to renew the Lease for a further term. If the Lessee shall be desirous of an extension of the term hereby created then the Lessor shall grant such extension and at such rent on such terms and conditions as shall be acceptable to the Parties, PROVIDED THAT the Lessee shall give three months notice and shall have executed a new lease and paid the rent as then agreed prior to the expiry of the term set out in clause 1 above.

- j. That the fees for the preparation of this Lease shall be payable by the Lessee.
- k. Not to cut or injure any of the principal walls or woodwork of the Industrial Plot without the consent of the Lessor (and the consent of the Lessor not to be unreasonably withheld) to make any alteration therein whatsoever not commit or permit any water or damage to the structure and not to erect on the Industrial Plot any partitions of a permanent nature except such as have been approved in writing by the Lessor and after erection and completion thereof not to alter or remove the same without the consent of the Lessor in writing (such approval and consent not to be unreasonably withheld).
- l. Not to permit or be done anything whereby the policies of insurance effected by the Lessor may become void or voidable or whereby the rate of premium hereof may be increased and to repay the Lessor all sums paid by way of increased premium consequent on the act or default of the tenant, together with all expenses incurred by the Lessor in or about the renewal of such policies which may be rendered necessary by a breach of this covenant.
- m. Prior to moving out of the property, the tenant will be responsible for any damage caused to the property and its outer buildings as well as reinstating the property to its original state (original state shall mean after the construction of the structure).

3. The Lessor HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- a. To keep the roof, walls, water pipes and the interior of the structure/building forming part of the Industrial Plot and all internal and external sanitary apparatus, electrical wiring, electrical circuits, and water pumps and storage tanks of the Industrial Plot regularly maintained and in good and tenantable repair and condition AND to replace when necessary or carry out any repairs to the exterior of the Industrial Plot which become necessary by reason of any breach of this covenant.
- b. That the Lessee paying rents hereinbefore reserved and performing and observing the covenants on his part hereinbefore contained may peacefully and quietly hold and enjoy the Industrial Plot without unlawful interruption by the Lessor or any persons rightfully claiming under him.
- c. To pay the annual land rent reserved by the right of Occupancy/Government Lease under which the Lessor holds the said land and to observe and perform the covenants therein contained (so far as the same are not required to be performed by the Lessee under the covenants on their part hereinbefore contained).

4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:**
- a. In the case of violence due to war or civil commotion or insurgent activity or fire, explosion, storm, tempest, flood, inevitable accident, or other irresistible force
    - i. Rendering the whole of the structure / Industrial Plot unfit for the purpose for which they are hereby demised, the Lease shall forthwith be terminated;
    - ii. Provided further that in the case of aforesaid circumstances causing damage to part of the Industrial Plot the Lessor will, to the satisfaction of the Lessee, restore and reinstate the Industrial Plot, within a reasonable time, at their own expenses and meanwhile the rent or a fair proportion thereof shall abate until the Industrial Plot shall be restored and made ready for occupation.

5. **TITLE DEPOSIT, REGISTRATION OF THE LEASE & CREATION OF SUBTITLE**

- a. The Lessor shall surrender to the Lessee the lease agreement and shall assist in processing the leasehold title into the name of the Lessee and the lessee shall unconditionally be allowed to use the same as security for any loan application.
- b. The main title deed shall be deposited with the Lessee and the Lessee may at any time file a lien against the same.

6. **ARBITRATION CLAUSE:**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter may be referred to Arbitration as provided for by the Arbitration Ordinance, (Chapter 15) of the laws of the United Republic of Tanzania.

7. **NOTICE**

Any notice required to be served hereunder shall be in writing and shall be sufficiently served upon either party if forwarded to that party by registered post or left at the party's last known address in Tanzania. A notice to the Lessee may be left at the Industrial Plot. A notice sent by post shall be deemed to be given four days after the date of posting.

8. **MODE OF PAYMENT**

The mode of payment should be made by way of profit sharing as per the joint venture between Wingu Tanzania and Athernacore Technologies Limited.

9. **STAMP DUTY & WITHHOLDING TAX**

The Lessor shall pay one (1%) percent stamp duty and ten (10%) withholding tax.

**10. RENT REVIEW**

The above rent is not subject to any review.

**11. GOVERNING LAW**

This lease shall be governed and construed in accordance with the laws of United Republic of Tanzania.

**12. TERMINATION**

This Lease Agreement shall not be subject to termination by the lessor or Lessee, the same shall survive the agreement entered between Wingu Tanzania Limited & Athena Core Technologies Limited.

**13. COMMENCIMENT DATE**

The commencement date and effective date of this agreement shall be 07<sup>th</sup> day of July 2021 and the signing date shall be the date appears in the first page and the jurat section.

**14. SIGNAGE**

- a. That the Lessee can affix, erect, attach, exhibit or permit so to be upon any part of the building, or exterior of the premise, or through any window thereof any placard, poster, notice, advertisement, name or sign whatsoever.
- b. To pay the relevant signage fees as may be levied upon such signage by the Municipal Authority.

**15. INDEMNITY CLAUSE:**

The Lessor shall indemnify and keep indemnified the Lessee against all proceedings, costs, claims, demands, charge, or expenses and liabilities whatsoever arising out of any fact not disclosed or known to the Lessee before the signing of this Agreement or to the extent that the same shall have been occasioned through misrepresentation as to any warranty here-in contained.

**16. MISCELLANEOUS PROVISIONS**

- a) Except in the case of an express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Lease Agreement, shall not constitute in any event a waiver, or abandonment of the rights not exercised.
- b) All matters arising from or in connection to this Lease Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.

- c) The Parties hereto agree to execute documents and perform such further acts as may be necessary to implement the terms of this Lease Agreement.
- d) The Lessee shall not do anything that will, in any way, jeopardize the Lessor's right and title over the land pertinent to the Property.
- e) This Agreement shall be in the English Language and executed in three (3) original Copies, each being authentic.

17. The rent agreed upon may be revised two year before expiry expiry of the lease term

**(Intentionally Left Blank)**

IN WITNESS WHEREOF the Parties herein have hereto signed this deed on the day, month, year and the manner as hereinafter appearing.

**THE LESSOR**

SIGNED and DELIVERED by  
**ABRAHAM AGWAMBO OKORE**  
who is known to me personally/identified by  
Anthony Shungu  
the latter being known to me personally  
this 01<sup>st</sup> day of October, 2021 in my presence



SIGNATURE

Before me:



Notary Public



**THE LESSEE**

Sealed with the Common Seal of  
**WINGU TANZANIA LIMITED** and  
DELIVERED in our presence this  
01<sup>st</sup> day of October, 2021



Name: **Nicholas David Lodge**, holder of UK  
passport number **564381514**

Signature: N. D. Lodge

Qualifications: **Director**

Name: [Signature]

Signature: [Signature]

Qualifications: **Director/Company Secretary**