

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made this... 21 ...day of ... Feb ..... 2022.

### BETWEEN

**MIC TANZANIA PUBLIC LIMITED COMPANY** a limited liability company incorporated and existing under the Laws of Tanzania and having its registered office at Derm Complex, Plot No. 11 BLOCK 45A, New Bagamoyo Road, Kijitonyama, Post Office Box 2929, DAR ES SALAAM (hereinafter called "**the Lessee**") of the one part;

### AND

**TOWERCO OF AFRICA ZANZIBAR LIMITED COMPANY** a limited liability company to be incorporated and existing under the Laws of Tanzania and having its registered office at Derm Complex, Mezzanine Floor, Plot No. 11 BLOCK 45A, New Bagamoyo Road, Kijitonyama, Post Office Box 2929, DAR ES SALAAM (hereinafter called "**the Sub-Lessee**") of the other part;

**WHEREAS** the Parties agree that the Sublessee shall lease from Lessee a portion of the lessee's Leased premises in **Mezzanine Floor, Derm Complex, Plot No. 11 BLOCK 45A, New Bagamoyo Road, Kijitonyama,** (hereinafter "**the Leased Premises**") a space amounting to 4 square meter for office use

**NOW THIS AGREEMENT WITNESSETH** as follows:

**1. Sub-Lease Term and Renewal.**

The term of the Sub-lease shall be Six (6) Month commencing on the date of the last person sign the agreement and ending on the last date after 12 Months, unless otherwise earlier terminated by 30 Days Written Notice or renewed in accordance with the provisions set out hereinafter.

**2. Rent**

The rent payable is a monthly rent of USD 10.3 per square meter which is equal to an annual rent of USD 494.4 (4 square meter) payable at the beginning of each year. This Lease shall be subject to renewal on terms and conditions to be agreed by the parties thereafter. The actual payable rent to the Lessee shall be less Withholding Tax.

**3. Sub-Lease Purpose**

The premises are being Sub-leased to the Sublessee by the lessee for **Office use** only.

**4. Performance**

Sublessee agrees to perform all the obligations of the lessee under the original lease and to receive all the benefits of the Lessee under this lease. Sublessee agrees to indemnify and to hold lessee harmless from any claim which may

result from the Sublessee's failure to perform under this lease after the date of this Sublease.

**5. Indemnity**

The lessor hereby agrees to indemnify and hold the Lessee harmless in respect of all forms of loss and damage of whatsoever form or manner arising and /or relating to the Lease Agreement provided that such loss and loss and damage relates to an act and/or omission and/or incident which took place after to the Effective Date or to obligations created before the Effective Date of this Lease Agreement which the Lessor expressly agreed to assume under this Lease Agreement.

**6. Assignment**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party. The Parties agree that any consent to a requested assignment shall not be unreasonably withheld or delayed. Lessee shall not permit the Control of Sub-lessee to pass to another party or allow any part of its business to be sold or transferred to a third party without the prior consent of Lessee.

**7. Termination**

Any party may terminate this agreement by 30 Days written notice without assigning any reason whatsoever.

**8. Amendment**

No modification, amendment or other change may be made to this Lease agreement unless reduced to writing and executed by authorised representatives of both Parties.

**9. Dispute Resolution**

If a dispute of any nature arises between the Parties, including in regard to the interpretation of, the effect of, the Parties' respective rights or obligations hereunder, a breach of or the termination of this Agreement, then, upon written request of a Party, each of the Parties will appoint a representative whose task it will be to meet for the purposes of resolving such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within 14 (fourteen) days. No formal proceedings may be commenced until the designated representatives conclude in good faith that an amicable resolution of the matter is not likely to occur.

**10. Governing Law**

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

**11. Entirety of the Agreement.**

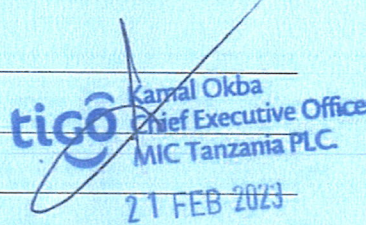
This is the entire Agreement between the parties herein, and shall supersede any other written or oral agreement, negotiations representation or understanding not contained in this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year in the manner hereafter appearing.

SIGNED and DELIVERED for and on behalf of of the said MIC TANZANIA PUBLIC LIMITED COMPANY in my presence this 21 day of Feb 2023

LESSEE  
Seal/STAMP

Name: \_\_\_\_\_

Signature:  Kamal Okba  
Chief Executive Officer  
MIC Tanzania PLC

Designation: \_\_\_\_\_  
21 FEB 2023

BEFORE ME:-

  
COMMISSIONER FOR OATHS

SEALED and DELIVERED with the COMMON SEAL by the said TOWERCO OF AFRICA ZANZIBAR LIMITED COMPANY this day of 21 Day of Feb 2023

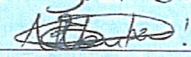
SUBLESSEE  
Seal/STAMP

Name: Innocent D. Mushi

Signature: 

Designation: CEO  
21/02/2023

BEFORE ME:-

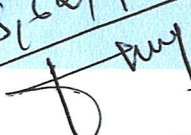
Butogwa Eliezer Mbuki  
  
COMMISSIONER FOR OATHS



2017 = 114,206,40/=  
5/03 11,420,60/=  

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125,627/=

  
Mwamba  
22/02/2023



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

LAWHILL & CO ADVOCATES  
P.O. BOX 105646  
DAR ES SALAAM  
SOUTH URSINO  
TEL: 0689 551298

TIN 138947009

URN 40032207U  
SERIAL NUMBER 03T2842041203  
UIN 01133F  
-11078151213894700903T2842041203

TAX OFFICE KINONDONI

CUSTOMER NAME  
TOWERCO OF AFRICA T2 LTD  
CUSTOMER ID TYPE BUYER'S TIN  
CUSTOMER ID 999999999  
CUSTOMER MOBILE 0746219179

RECEIPT NUMBER 964  
ZNo 1/0255  
DATE 22-02-2023 TIME 12:00:52

ECR: 01 OP: 01

LEGAL FEE 100'000.00 A

TOTAL EXCLUSIVE OF TAX 84'745.76

TAX A-18.00% 15'254.24

TOTAL TAX 15'254.24

TOTAL INCLUSIVE OF TAX  
100'000.00

CASH 100'000.00  
ITEMS NUMBER 1

RECEIPT VERIFICATION CODE  
2BCE14964



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

Changamoto kwenye risiti piga  
bure TRA 0800750254/0800759255