

NATIONAL SOCIAL SECURITY FUND



**THE LAND ACT
[CAP 113 R.E. 2019]**

LEASE AGREEMENT

**(IN RESPECT OF THE LEASING OF ALL THAT PORTION OF THE
COMMERCIAL DEMISED PREMISES MEASURING 750 SQM, SITUATED
ON THE GROUND FLOOR AT HIFADHI EXPORT PROCESING ZONE ON
PLOT NO.16, BLOCK "I" ALONG UBUNGO INDUSTRIAL AREA WITHIN
DAR ES SALAAM CITY)**

BETWEEN

THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND

AND

CMTL GROUP LIMITED

**PART A
THE LEASE**

THIS LEASE AGREEMENT is made and entered into this ...11..... day 02., 2022

BETWEEN

THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND, a Parastatal Organisation and Social Security Fund established under the National Social Security Fund Act [CAP 50 R.E 2018] whose head office is situated at Benjamin William Mkapa Pension Towers, along the corner of Azikiwe Road/Jamhuri Street, having its address at P.O. Box 1322, DAR ES SALAAM, TANZANIA (hereinafter referred to as the "**LANDLORD**" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title), of the one part.

AND

CMTL GROUP LIMITED, a private Limited Liability Company Incorporated under the Companies Act (CAP 212 R.E 2002) of P. O. Box 79910, DAR ES SALAAM, TANZANIA (hereinafter referred to as the "**TENANT**" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title), of the other part.

Hereinafter the LANDLORD and the TENANT are referred to as ("Parties").

RECITALS

- A.** That the LANDLORD is the sole, absolute and lawful owner of all that landed property and improvements commonly known and legally described as HIFADHI EXPORT PROCESSING ZONE on Plot No. 16, Block "I" along Ubungo Industrial Area in Dar es Salaam Region, registered under C.T No. 9846 (the "**Building**").
- B.** That because of some cogent reasons, the LANDLORD makes available for lease to the intending TENANT thereof, a portion of the Building designated as all that area in the Building on the **Ground Floor**, measuring **750 square metres** (hereinafter referred to as the "**Demised Premises**").
- C.** That discussion and negotiation have taken place between the LANDLORD and the TENANT for the leasing of the Demised Premises and essential terms and conditions in this regard have been finalized, which the Parties are recording hereunder.

- D. That pursuant to such discussions and negotiations, the LANDLORD has agreed to lease to the TENANT and the TENANT has agreed to lease from the LANDLORD, the Demised Premises on the rental consideration stated hereinafter and upon the covenants, conditions and provisions herein set forth. Conclusive and comprehensive terms and conditions superseding all previous documents and understandings if any are now being recorded by this agreement (the "**Lease Agreement**").

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations exchanged of which is hereby acknowledge, the Parties hereto by virtue of this Lease Agreement agree as follows:-

1.0 DEFINITIONS AND INTERPRETATION

If any provision in a definition is a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition, effect shall be given to it as if it were a substantive provision within the body of the lease: In this Lease Agreement, unless the content shall otherwise require the following words and phrases shall have the following meanings.

- 1.1 "Appurtenances"** means all the installations and appliances in the Demised Premises and includes, without prejudice to the generality of the term, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, windowpanes, window frames and air conditioning units.
- 1.2 "Building"** shall mean the HIFADHI EXPORT PROCESSING ZONE on Plot Nos. 16, Block "I" along Ubungo Industrial Area in Dar es Salaam Region, registered under C.T No. 9846, including any extensions or additions thereto from the time;
- 1.3 "Common area"** shall mean those portions of the Building and property including parking bays and walkways other than those actually let or capable of being let to individual TENANT.
- 1.4 "Day"** refers to a normal calendar day.
- 1.5 "Demised Premises"** shall mean a portion of the Building designated as all that area in the Building on the **Ground Floor**, measuring **750 square metres**.
- 1.6 "Designated person"** shall mean the LANDLORD's servants, directors, agents, independent contractors and representatives.

1.7 "Party" means either, the LANDLORD or the TENANT, as the case may be, and **"Parties"** means both of them. **Third Party** means any Party other than LANDLORD or TENANT.

PART B
GENERAL CONDITIONS OF THE LEASE AGREEMENT

2.0 LEASE TERM, RENT, MODALITY OF PAYMENT OF RENT, SECURITY DEPOSIT AND OTHER MATTERS RELATING TO PAYMENT OF RENT

2.1 LEASE TERM

The LANDLORD hereby leases the Demised Premises to the TENANT and the TENANT hereby leases the Demised Premises from the LANDLORD, for a period of three (3) years beginning on **1st April, 2022** and ending on **31st March, 2025** with an option to renew on mutual agreement by both Parties as to the duration and rent payable. The rent to be payable on renewal shall take into consideration the market conditions prevailing at that particular period.

2.2 RENT

The lease payments will be as follows

2.2.1 Monthly Rental: the TENANT shall pay to the LANDLORD a monthly rental of **TSHS 5,000/=** per square meter. Therefore, total monthly rent for the area of 750 m² is **TSHS 3,750,000/=** exclusive of VAT payable three (3) month in advance without any deduction thereof whatsoever.

2.2.2 Value Added Tax

The TENANT shall pay to the LANDLORD value added tax (as issued on the invoiced amount) at the prescribed rate from time to time on any amounts payable to the LANDLORD in terms of this Lease Agreement.

2.3 SERVICE CHARGES

The TENANT shall also pay for a monthly service charge of **TSHS 1,000/=** per square meter. Therefore, total monthly service charges for the area of 750 M² is **TSHS 750,000/=** exclusive of VAT payable three (3) month in advance.

2.4 SECURITY DEPOSIT

2.4.1 Upon signing this Lease Agreement, the TENANT will pay the LANDLORD a security deposit of equivalent to one (1) months' rent. This security deposit cannot be treated by TENANT as payment of the last month of rent or any other amounts due to the LANDLORD.

2.4.2 The LANDLORD may have the right of applying the whole or portion thereof towards payment of the rent, water, electric current, or other charges, key replacements, renovations or any other liability of whatsoever nature for which the TENANT is responsible including damages arising on cancellation. If any portion of the deposit is so applied, the TENANT shall forthwith reinstate the deposit to its original amount or the amount that shall have been spent in the said reinstatement, whichever is the greater.

2.4.3 The deposit shall be retained by the LANDLORD and/or its agents free of interest until after the vacating of the Demised Premises by the TENANT and the complete discharge of all the TENANT's obligations to the LANDLORD arising from the Lease Agreement.

2.5 STAMP DUTY

The TENANT shall pay to the office of Tanzania Revenue Authority (TRA), Stamp Duty of the amount which shall have been assessed by the Stamp Duty Officer.

2.6 WITHHOLDING TAX

The rental payments shall be subject to deductions on rental income as per the existing laws (currently 10% of rental proceeds).

2.7 MODALITY OF PAYMENT OF RENT

The monthly rentals as stipulated above shall be payable three (3) month in advance. Payments shall be effected into either of the LANDLORD's Bank Account described as follows

Bank Name: CRDB BANK-Azikiwe Branch
Account Name: National Social Security Fund - Main Account
Account No: 01J-10282-49400

Bank Name: NATIONAL BANK OF COMMERCE (NBC)
Account Name: National Social Security Fund - Main Account
Account No: 0111 03000 689

2.8 MODALITY OF PAYMENT OF SERVICE CHARGE

The monthly service charge as stipulated above shall be payable three (3) month in advance. Payments shall be effected into Service charge Bank Account described as follows

Bank Name: CRDB Bank PLC
Account Name: GIMCO/NSSF HEPZ SERVICE CHARGE
Account No: 0150033830516

2.9 USE

The Demised Premises shall be used by the TENANT for commercial purposes only and for no other purposes whatsoever particularly, for office services and operations. Any change of use shall not be permitted during the period of Lease Agreement without the consent of the LANDLORD.

2.10 RENT AND OPERATING COSTS INSTRUCTIONS

2.10.1 Payment of rental and other charges shall be by means of a money transfer payment at NSSF Prescribed Bank details.

2.10.2 The annual rent and attributable value added tax (and the deposit referred to herein) and the Building operating costs (Service charges) shall be payable three (3) month in advance. The Building costs cover the following

2.10.2.1 Power supply to common areas;

2.10.2.2 Servicing and maintenance of fire protection Systems;

2.10.2.3 Water supply;

2.10.2.4 Repair and maintenance of the Building - this Includes; repair of electrical, plumbing etc.;

2.10.2.5 Garbage collection;

2.10.2.6 Security services (man guards);

2.10.2.7 Cleaning to common areas; and

2.10.2.8 Fumigation of the Building.

2.11 ELECTRICITY AND OTHER CHARGES PAYABLE BY THE TENANT

2.11.1 The TENANT shall be liable for and shall pay on demand for any charges together with the value added tax thereon arising out of its use of electric current, Fuel for the Standby Generator.

2.11.2 The TENANT's liability for such charges shall be in accordance with the TENANT's percentage proportionate share of all such charges for the Demised Premises and/or the Building.

2.11.3 Should the TENANT fail to pay the charges and/or value added tax thereon for electricity and water services supplied to the Demised Premises within seven (7) days of written demand, then, without prejudice to any other right it may have, the LANDLORD shall be entitled to suspend the supply of such services to the TENANT's Demised Premises and the TENANT shall have no other remedy other than to pay for the services.

2.12 PENALTY FOR LATE PAYMENT OF RENT

If the TENANT fails to pay rent on due date the LANDLORD may charge the TENANT and the TENANT shall pay on demand interest on overdue sum at a rate of 2% compounded per month.

2.13 APPROPRIATION OF PAYMENTS

The LANDLORD shall be entitled in its sole and absolute discretion to appropriate any amounts received from the TENANT (whether the TENANT has allocated it or not) towards the payment of any cause or debt or amount owing by the TENANT to the LANDLORD arising out of this Lease Agreement. This includes rent, service charges, water bills and electricity charges.

2.14 EXCLUSION OF CLAIMS

The TENANT shall have no remedy against the LANDLORD, and/or the designated person for any interruption in the supply of water, electricity, lifts or any other service howsoever caused, including but without limiting the generality of the foregoing, any interruption due to any act or omission on the part of the LANDLORD, and/or the designated person, for the reasons beyond the control of the Landlord i.e. Power outage or water shortage by relevant authorities amongst others.

PART C OBLIGATIONS OF THE PARTIES

3.0 LANDLORD'S OBLIGATIONS UNDER THE LEASE AGREEMENT

- 3.1** To pay and discharge all rates, taxes, assessments, Municipal fees, impositions or other charges other than those covered under the service charges that relate to the maintenance of the Building.
- 3.2** To keep the exterior of the Demised Premises in good and tenantable repair and condition and remedy any major or structural faults or construction affecting the convenient and proper use or occupation thereto provided such faults are not attributable to the TENANT or its agents.

- 3.3** To keep the main structure, roof, water connection, drainage system, plumbing system, sewer system, walls and all other exterior parts of the house and Building comprised in the Demised Premises in good repair provided the TENANT and or its agents do not cause damage, or alter the systems without prior written consent of the LANDLORD.
- 3.4** To insure and keep insured the Building excluding fixtures and all belongings of the Lessee against loss or damage by fire and such other risks as the LANDLORD may deem necessary.
- 3.5** To allow the TENANT peaceful enjoyment of the Demised Premises under the Lease Agreement without undue interruption from the LANDLORD and/or its Agents.

4.0 TENANT'S GENERAL OBLIGATIONS

- 4.1** Within thirty (30) days after the commencement date of this Lease Agreement the TENANT shall give the LANDLORD written notice of any defects in the Demised Premises (including adjacent yards) with particulars of any appurtenances which are defective or missing (even if such notice is required for information purposes only and the LANDLORD is not required to remedy such defects) and in the absence of such notice (or after the remedying by the LANDLORD of any matter complained of in the notice) the TENANT shall be deemed to have accepted the Demised Premises and appurtenances as being complete and without defect and in good order and repair.

4.2 At all times during the currency of this Lease Agreement the TENANT shall care for the interior of the Demised Premises;- the electrical, drainage and sanitary works and the appurtenances therein, and at the termination or expiry of the Lease Agreement for whatever reason return and redeliver the same to the LANDLORD in good order and repair and it shall make good and repair at its own cost on demand any damage, breakages or, in the alternative, reimburse the LANDLORD for the cost of replacing, repairing or making good any broken, damaged or missing articles howsoever caused other than damage caused by the LANDLORD or its Agents.

If the appurtenances and/or electrical, drainage and sanitary works are or become defective (for any reason excluding by reason of fair wear and tear giving due regard to usage of the Demised Premises by the TENANT), the TENANT shall be obliged to replace them at the TENANT's expense. Without detracting from the generality of the above, the TENANT shall repair at its own costs and expense any damage caused to the Demised Premises which may be occasioned by any cause, including forcible entry by the TENANT.

4.3 The TENANT shall

- 4.3.1 Keep all sewerage pipes, water taps and drains within or serving the Demised Premises free from obstruction or blockage;
- 4.3.2 At all times keep the Demised Premises in clean, tidy and sanitary condition;
- 4.3.3 Not be entitled to paint, affix or attached to the Building any advertising signs, notices or other matter without the prior written consent of the LANDLORD (and any such signs, notices or other matter shall be removed by the TENANT prior to the end of its occupation of the Demised Premises and any damage caused thereby is made good by the TENANT) of which shall not be unreasonably withheld or delayed;
- 4.3.4 Not drive into the walls or partitions or doors of the Demised Premises any screws or nails in such manner as may be calculated to damage the Demised Premises without the prior written consent of the LANDLORD, of which shall not be unreasonably withheld or delayed;

- 4.3.5 Not to change or interfere with or overload the electrical installation in the Demised Premises without the prior written consent of the LANDLORD, of which shall not be unreasonably withheld or delayed.
- 4.3.6 Pay for replacements of all fluorescent tubes, starters, and incandescent bulbs used in the Demised Premises.
- 4.3.7 Not to place any safe or heavy article in the Demised Premises without the LANDLORD's prior written consent, which shall not be withheld unreasonably or delayed.
- 4.3.8 Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property or in the entrance hall, staircase of the Building or in the yard of any portion of the property.
- 4.3.9 Not pack or unpack goods except within the Demised Premises.
- 4.3.10 To the extent that it fails to comply with a foregoing obligation and as a result the LANDLORD incurs any liability, indemnifies the LANDLORD against all claims damages or losses of any nature whatsoever which the LANDLORD may sustain as a result thereof.
- 4.3.11 Warrants that all goods on the Demised Premises will throughout the period of the Lease Agreement be beneficially owned by the TENANT and will not throughout the period of the Lease Agreement be subject to any special notarial bond.
- 4.3.12 **Fire Hazards**

The TENANT shall not at any time bring or allow to be brought or kept on the Demised Premises, or permit to be done in the Demised Premises, any matter or thing or activity whereby the fire or any other insurance policy of the Building may be liable to become void or avoidable or whereby the premium for any such insurance may be increased. The TENANT shall be liable for any such increase.

4.3.13 Alterations and Additions

- 4.3.13.1 The TENANT shall not make any alterations or additions to the Demised Premises without the LANDLORD's prior written consent of which shall not be unreasonably withheld or delayed.

If it shall be a condition of any competent authority in respect of the grant or renewal of any licences required by the TENANT to carry on the business for which the Demised Premises are hired. In the event, the Tenant intends to alter or renovate Demised Premises; the TENANT shall be obliged at its own expense to carry out such alterations or renovations.

Provided that the Landlord's prior written consent, which shall not be unreasonably withheld, is obtained and that the work is carried out by the contractor nominated by the TENANT in consultation with the LANDLORD and under the supervision of an architect nominated by the TENANT in consultation with the LANDLORD whose fees shall be paid by the TENANT.

- 4.3.13.2 If any alterations or improvements are made by the TENANT, the TENANT shall, before the expiry or termination of this Lease Agreement, (unless the LANDLORD otherwise agrees in writing in which case any alterations and/or improvements shall become the LANDLORD's property without any compensation being payable to the TENANT in respect therefore), remove them and reinstate the Demised Premises to the condition in which they were before the improvement and/or alterations were effected. The TENANT hereby appoints the LANDLORD as its agent and attorney irrevocably with power to effect any such removal of the alterations and/or additions and the reinstatement of the Demised Premises as contemplated in this clause, at the cost of the TENANT.

PART D
OTHER GENERAL CLAUSES

5.0 DOMICILIUM

5.1 The Parties choose as the domicile for all purposes under this Lease, Agreement whether in respect of court processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the following addresses

5.1.1 THE LANDLORD
THE BOARD OF TRUSTEES OF THE
THE NATIONAL SOCIAL SECURITY FUND
BENJAMIN WILLIAM MKAPA PENSION TOWERS
AZIKIWE/JAMHURI STREET
P.O. BOX 1322, **DAR ES SALAAM**

5.1.2 THE TENANT
CMTL GROUP LIMITED
P.O. BOX 79910, **DAR ES SALAAM**

5.2 Any notice or communication required or permitted to be given in terms of this Lease Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email and telefax.

6.0 EXCLUSION OF WARRANTIES

The TENANT will be granted or provided with any licences, consents, authorities, services or permits in respect of the Demised Premises for the conduct of any business or any other type of use, or that such licences, consents, authorities, services or permits will be renewed from time to time. The TENANT shall be obliged to take all steps (including incurring costs if necessary) to obtain licences, or renewal of such licences or permits from time to time.

7.0 LANDLORD'S COMPLIANCE WITH LAWS

If the LANDLORD in order to comply with the laws, whether in force prior to or after the commencement of negotiations, is required to take any such steps as will result in the TENANT being deprived, either temporarily or permanently, of the beneficial use of any portion of the Demised Premises, the TENANT shall have no remedy against the LANDLORD but shall be entitled to a proportionate remission in basic minimum monthly rental payable in terms of clause 2.2.1 above, for the relevant period.

8.0 TENANT'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE

The TENANT shall comply with all laws, by-laws and regulations relating to TENANTS or occupiers of business premises or effecting the conduct of any business carried on in the Demised Premises, and shall not contravene any of the conditions of title under which the property is held by the LANDLORD or any of the provisions of the Town Planning Scheme applicable to the Building, nor do or cause or permit to be done in or about the Building anything which may be or cause a nuisance or disturbance to other occupiers of the Building, or occupiers of neighbouring premises.

9.0 SUB-LETTING AND TRANSFER OF OWNERSHIP

9.1 The TENANT shall not sublet the Demised Premises or any portion thereof, nor cede nor assign nor pledge this Lease Agreement or any of its rights hereunder without the LANDLORD'S prior written consent.

9.2 Notwithstanding anything to the contrary contained or implied in this Lease Agreement, the LANDLORD shall, on receipt of such an application, be entitled by written notice delivered to the TENANT, either to consent to the sub-lease, or refuse to consent to the sub-lease.

9.3 The TENANT shall further not give up occupation or possession of the Demised Premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the Demised Premises or any portion thereof for either a definite period or at all, without the LANDLORD'S prior written consent.

10.0 LIABILITY OF PARTNERS/JOINT TENANTS

If the TENANT is a partnership, then by their signature hereto, the individual partners of the TENANT bind themselves, both as a partnership and jointly and severally as individuals, for all the TENANT'S obligations to the LANDLORD under or arising out of this Lease Agreement, including but without limiting the generality of the foregoing the payment of any compensation or damages which may be payable by the TENANT as a result of the cancellation or termination of this Lease Agreement. Similarly, joint TENANTS shall be jointly and severally be liable for all their obligations as TENANTS under or arising out of this lease.

11.0 CHANGE OF BUILDING NAME

The LANDLORD shall have the right to change the name of the Building at any time and from time to time, as it considers appropriate in its sole discretion provided that the TENANT shall be given three (3) months' notice in advance and the LANDLORD shall not be liable for any losses or damages suffered by the TENANT arising from or incidental to such change of name. The LANDLORD may grant naming rights to another party. Such naming rights shall however not be granted to an industry competitor of the TENANT.

12.0 REGULATIONS

The TENANT agrees to comply with the security and fire protection regulations issued by competent Authorities and adopted by the LANDLORD from time to time and shall be liable for compliance therewith by its employees and invitees.

13.0 LANDLORD'S MAINTENANCE

The LANDLORD may take all such steps as it may consider necessary in its sole and absolute discretion for the maintenance and operation of the common areas, Building and property as to render them tenantable.

14.0 NON-RECEIPT

Neither the LANDLORD nor the designated person shall be liable for the receipt or non-receipt or the delivery of goods, postal matter or correspondence, nor shall they be liable for anything which the TENANT, its servants, invitees, agents, directors, representatives or clients may have deposited or left in the Demised Premises or in any part of the Building or the property.

15.0 LANDLORD'S RIGHT OF ENTRY

The LANDLORD and/or the designated person shall be entitled to enter the Demised Premises at all reasonable times after giving forty-eight (48) hours' notice for the purpose of inspecting the Demised Premises and for carrying out any repairs or any alterations or addition or modification or improvements on or to the Building, the Demised Premises or the property or other work in respect of the Demised Premises or the Building if the LANDLORD should desire to do so. The LANDLORD and/or the designated person will be entitled to erect scaffolding, hoardings and Building equipment in, at, near or in front of the Demised Premises as well as such other devices required by law or which the architects may certify is necessary to carry out the work in question. Adequate notice will be given depending on the nature of work. Emergency works will not require notice.

16.0 DAMAGE TO OR DESTRUCTION OF PREMISES

16.1 The LANDLORD may but shall not be obligated to cancel this Lease Agreement if

16.1.1 There is damage to the Building such that the Demised Premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity; or

16.1.2 There is destruction or damage to the Building or parts thereof, whether or not the Demised Premises are involved and the LANDLORD determines to put an end to the tenancies in the Building in order to engage in reconstruction, renovation or rebuilding.

16.2 The cancellation under clause 16.1.1 shall be by written notice given by the LANDLORD within thirty (30) days of the taking place of the event referred to in clause 16.1.1 giving rise to the cancellation, provided that in the case of notice given in terms of this clause such notice shall be deemed to be effective as from the date on which the damage or destruction as the case may be took place, and in the case of notice shall be deemed to be effective on the expiration of a period of thirty (30) days of the giving of such notice for the TENANT to find alternative office accommodation. Any such cancellation shall be without prejudice to any rights or claims which the LANDLORD may have against the TENANT whether in terms hereof or otherwise or the TENANT against the LANDLORD.

16.3 If there is any dispute as to whether

16.3.1 There is damage to the Demised Premises or the Building so as to affect the enjoyment of the Demised Premises, but not to such extent as to entitle the LANDLORD to cancel subject to clause 16.1.1; or

16.3.2 The LANDLORD does not exercise its right to cancel under clause 16.1.1 when entitled to do so then the TENANT shall be entitled to a remission of rent for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the Demised Premises, provided that such damage was not occasioned by any act of omission by the TENANT, its directors, agents, representatives, invitees, contractors or employees.

17.0 "TO LET" NOTICES

The LANDLORD may affix to and exhibit near the Demised Premises "TO LET" notice or notices during the period of three (3) months immediately preceding the termination or expiry of this Lease Agreement.

18.0 HOLDING OVER

While for any reason or on any grounds the TENANT occupies the Demised Premises and the LANDLORD disputes its right to do so, then until the dispute is resolved whether by settlement or litigation, the TENANT shall continue to pay an amount equivalent to the total rent provided for in this Lease Agreement. If the dispute is resolved in favour of the LANDLORD the payments made and received in terms of this Lease Agreement shall be deemed to be amounts paid by the TENANT on account of damages suffered by the LANDLORD by reason of the unlawful occupation or holding over by the TENANT.

19.0 RENEWAL OF LEASE

The LANDLORD shall at the written request of the TENANT made in three (3) calendar months before the expiration of the term hereby created (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or no-observance of any of the covenants on the part of TENANT herein contained at the expense of the TENANT grant to it a lease of the Demised Premises for a further term of up to three (3) years from the expiration of the term hereby created containing the like covenants and provisions as are herein contained and at a rent fixed at the time.

20.0 REIMBURSEMENT

Should either party fail to fulfil any obligation or to perform any act which it was obliged to fulfil or perform in terms of any clause of this Lease Agreement, the other party shall be entitled but not obliged to fulfil such obligation or to perform such act for and on behalf of the failed party and the failed party shall be liable for all or any costs incurred by the other party thereby or as a consequence of such fulfilment or performance. In any case a prior written consent (which shall not be unreasonably withheld) of the failed party shall be obtained prior to the fulfilling of such obligation by the other party.

21.0 TERMINATION CLAUSE

21.1 Either the LANDLORD or The TENANT can terminate the Lease Agreement by giving the other party three (3) months' notice in writing.

21.2 If the TENANT shall desire to terminate the term hereby granted the TENANT shall give to the LANDLORD notice of such desire and shall up to the time of such termination pay the rent and reasonably observe and perform the covenant on its part hereinbefore reserved and contained. Such notice can only be issued after twelve (12) calendar months from the date of commencement of Lease Agreement. Then immediately on the expiration of such notice the present Demised Premises and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

21.3 In the event such notice is not issued, the TENANT will be required to forfeit the amount paid as deposit. This will not offset any part of the dues outstanding as at that date. Should the TENANT issue a notice before the expiry of the thirty six (36) months of tenancy, the TENANT will be required to pay any outstanding rent together with the rent for the remaining period of those three (3) years. The TENANT will also leave intact any partitions fitted in the demised premises.

22.0 SALE OF PROPERTY

The TENANT agrees that the LANDLORD shall be entitled to dispose off the property during this lease. The sale by the LANDLORD of the property during this lease shall not affect the terms of the Lease Agreement in any way whatsoever nor entitle the TENANT to resale from the lease nor to claim damages as a result thereof.

23.0 DISPUTE SETTLEMENTS

23.1 In the event of any dispute or difference arising out of or relating to breach of this Lease Agreement, the Parties shall use their best endeavour to settle it amicably; by consulting and negotiating with each other in good faith and understanding of their mutual interests to reach a fair and equitable solution satisfactory to both Parties.

23.2 If the Parties fails to amicably resolve their dispute, controversy, claim or difference through such mutual consultation and/or discussion as referred to in clause 23.1 hereinabove, shall refer the matter to any Court of competent jurisdiction in the United Republic of Tanzania for adjudication and determination.

24.0 GOVERNING LAW AND COURTS JURISDICTIONS

The validity and interpretation of this Lease Agreement and the performance due hereunder shall be governed by the applicable laws of Tanzania. Any proceedings arising out of or in connection with this Lease Agreement may be brought in any competent Court of jurisdiction in the United Republic of Tanzania.

25.0 COMPLETE AGREEMENT

25.1 This Lease Agreement, including any specified attachments, constitutes the entire Lease Agreement between the LANDLORD and the TENANT with respect to the leasing of the Demised Premises and supersedes and replaces any and all previous agreements entered into or/and negotiated between the LANDLORD and the TENANT relating to the Demised Premises covered by this Lease Agreement.

25.2 No change to this Lease Agreement shall be valid unless made by supplemental written agreement executed and approved by the LANDLORD and the TENANT. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Lease Agreement shall be null and void unless approved by the LANDLORD and the TENANT in writing.

25.3 Each party to this Lease Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Lease Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

26.0 INTEGRATION

The drafting, execution, and delivery of this Lease Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed in this Lease Agreement. The Lease Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof unless expressly referred to in this Lease Agreement.

27.0 INTERPRETATION

In interpreting this Lease Agreement, no provision shall be construed against or in favour of either party, on the basis of which party drafted this Lease Agreement.

28.0 SEVERABILITY

Every provision of this Lease Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Lease Agreement and shall not affect the validity of the remainder of this Lease Agreement.

29.0 FURTHER ACTIONS

29.1 The LANDLORD and the TENANT agree that at any time or from time to time, after the execution of this Lease Agreement, they shall upon request of the other, execute and deliver such other documents and do such further acts and things as may reasonably be requested from each other's in order to fully effect the purpose of this Lease Agreement.

29.2 The LANDLORD and the TENANT declare that in all their dealings they shall be motivated by a spirit of mutual regard for each other's interest and will do all in their respective powers to ensure full attainment of the desired purpose of this Lease Agreement.

30.0 RIGHTS CUMULATIVE NO WAIVER

30.1 No right or remedy herein conferred upon or reserved to either of the Parties to this Lease Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Lease Agreement.

30.2 The failure of either party to this Lease Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Lease Agreement, or to exercise any right or remedy as provided in this Lease Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Lease Agreement to the Parties to it may be exercised from time to time and as often as may be deemed expedient by those Parties.

31.0 DUTY TO CONFIDENTIALITY

31.1 The Parties herein shall not, during the terms of this Lease Agreement and thereafter, disclose any proprietary confidential information relating to their services, this Lease Agreement and/or the business or operations without the prior written consent of either party.

31.2 Any information exchanged in accordance with the Lease Agreement which is not in the public domain or disclosure of which is not required by any law, rule or regulation, will be strictly confidential and shall not be disclosed to third Parties of whatever nature, under any circumstances, without the prior consent of either Party and/or except as required by law.

32.0 FORCE MAJEURE

Provided that the respective party is not already in default of its obligations under this Lease Agreement, both Parties shall be released from their respective obligations in the event of national emergency, Civil commotion/disturbance, war, earthquake, flood storm, prohibitive Government Regulations/action or any other similar casualty/cause beyond reasonable control of the Parties herein and was not reasonably foreseeable which renders performance of this Lease Agreement impossible.

33.0 MISCELLANEOUS

33.1 The Headings

All headings and subheadings employed within this Lease Agreement are inserted only for purposes of convenience only and ease of reference and are not intended to affect the meaning of any of the provisions hereof thus, they should not be considered in the construction or interpretation of any provision of this Lease Agreement.

33.2 Parties' Representations

The LANDLORD represents and warrants that it has full powers and authority to enter this Lease Agreement and the TENANT also represents and warrants that it has powers and authority to enter this Lease Agreement and is fully qualified and licensed to the extent required by law.

33.3 Covenants and Conditions

33.3.1 This Lease Agreement clearly states all terms and conditions that validate the lease for a span of the lease term stated herein. All of the terms and conditions of this Lease Agreement are expressly intended to be construed as covenants as well as conditions.

33.3.2 Both Parties involved in this Lease Agreement have thoroughly read and clearly understood all clauses of the Lease Agreement and have promised to follow them in the true sense of the legal terms, failing of which they will be subject to legal actions.

33.4 Execution

This Lease Agreement shall be executed in triplicate and/or in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which together shall constitute one and the same Instrument.

34.0 ATTESTATION CLAUSE

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, acknowledges having read this Lease Agreement understands and consents to be bound by all of its terms and thus have caused the same to be signed in their respective names and delivered as of day and year hereinafter appearing.

SEALED with the **Common Seal** of **THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND (THE LESSOR)** and **DELIVERED** this day of 11/02/....., **2022**



SIGNATURE: [Signature]
NAME: **MASHA J. MSHOMBA**
QUALIFICATION: **DIRECTOR GENERAL**
ADDRESS: **P. O. BOX 1322, DAR ES SALAAM**

SIGNATURE: [Signature]
NAME: **SULEIMAN A. MSANGI**
QUALIFICATION: **AG. DIRECTOR OF LEGAL SERVICES**
ADDRESS: **P. O. BOX 1322, DAR ES SALAAM**

SEALED/STAMPED with the **Common SEAL/STAMP** Of the said **CMTL GROUP LIMITED (THE LESSEE)** and **DELIVERED** in our presence this day of **2022**



SIGNATURE: [Signature]
NAME: **MARTIN KINYAKA**
QUALIFICATION: **DIRECTOR**
ADDRESS: **P. O. BOX 79910, DAR ES SALAAM**

IN WITNESS OF:

SIGNATURE: [Signature]
NAME: **Pemela Swai**
QUALIFICATION: **Director**
ADDRESS: **P. O. BOX 79910, DAR ES SALAAM**