

OFFICE LEASE AGREEMENT

made and entered into by and between

MLIMANI HOLDINGS LIMITED
(the "landlord")

and

T&B GROUPEMENT LIMITED
(the "tenant")

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WHEREAS:

- A. The landlord is the owner of certain property, being Plot 2, Block L, (the "property"), on which it has erected an office complex operating under the name and style of "Mlimani Office Park", at Ubungu, Dar es Salaam.
- B. The landlord has agreed to let certain premises in the property to the tenant and the tenant has agreed to hire the same on the terms and conditions contained in this agreement.
- C. The parties wish to record their agreement in writing.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. The lease constituted by the agreement of the parties comprises schedule 1 (Specific Terms and Conditions), Schedule 2 (General Terms and Conditions), schedule 3 (Plan of the Leased Premises), Schedule 4 (Tenant Installation Allowance), schedule 5 (Suretyship, if applicable), Schedule 6 (Compliance with Anti-Corruption, Anti-Money Laundering and Anti-Terrorism Laws) and Schedule 7 (Option to Renew, if applicable), each such schedule being appended hereto and constituting an integral and fundamental component hereof (which, together, comprise the "agreement" or the "lease").
- 2. The agreement is governed by and shall be construed under the laws of the United Republic of Tanzania.

THUS DONE AND SIGNED AT Dar es Salaam ON THE 1st DAY OF SEPTEMBER 2022 IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. GIRISH KUMAR   
.....
2.
THE LANDLORD
(duly authorised)

THUS, DONE AND SIGNED T Dar es Salaam ON THE 1st DAY OF SEPTEMBER 2022 IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. FAITH GJET 
2. PAUL ATHUMAN  T. & B. GROUPEMENT LIMITED.....
THE TENANT
(duly authorised)

Amount 184,988.16
Date 25/10/2022



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SPECIFIC TERMS AND CONDITIONS

<p>The landlord hereby lets the leased premises specified hereunder to the tenant in accordance with the particulars contained in this schedule, and on the additional terms and conditions contained in the schedules of this agreement following this schedule.</p>					
<p>Landlord's name and address MLIMANI HOLDINGS LIMITED Mlimani City, Sam Nujoma Rd, BOX 22096, Dar es Salaam, Tanzania Tel: +255 22 2411 641 Email: info@mlimanicity.co.tz</p> <p>HEREIN REPRESENTED BY: PASTORY MROSSO DESIGNATION - GENERAL MANAGER</p>			<p>Tenant's name and address T&B GROUPEMENT LIMITED Office Block 4, Room 406, Mlimani city Office Park, Sam Nujoma Road, Ubungo P.O. Box 2423, Dar es Salaam ,Tanzania Cell#: +255 747474729 info@tandbgroupelement.com HEREIN REPRESENTED BY: PAUL ABDUL ATHUMAN DESIGNATION – CHIEF EXECUTIVE OFFICER</p> <p>Registration number of tenant: 153251355</p>		
<p>Leased premises (as identified below and / or on the plan annexed as schedule 3) – Office Building No 4 Unit no 406, Mlimani City Office Park. Area : 56 m² As per Architects Certificate and Layout Parking : Covered Bays: Nil Shaded Bays : Nil Open Bays : 2 Rent :USD 10.00/Sqm excluding Taxes and operations costs</p>			<p>Property: OFFICE Building No.4 Unit 406 Mlimani City Office Park Mlimani City, Sam Nujoma Road Ubungo, Dar es Salaam</p>		
Lease Periods From 01.08.2022 to 31.07.2027	Leased Area 56 Sqm	Base rental Excl. VAT US\$ 560.00 /month Escalating at 2.% per annum compounded	Operating costs excl. VAT US\$ 2.00/ Sqm US\$ 112.00 Per Month	Parking Rental NA	Present total monthly rental incl. operations cost. US\$ 672.00 (Excluding VAT and other charges)
Lease Period 5 Years	Commencement Date 01.08.2022	First Invoice Period From 01.09.2022	Beneficial occupation Period. 31 days	If Suretyship applicable, full names and identity numbers of surety / sureties ID No.:	
Tenant's pro rata share of municipal charges To be determined	Electricity & Water Metered	Tenants' pro- rata share of generator fuel. As per consumption.	Contract administration costs. Each Party to bear its own costs		
Option to Renew YES	Deposit US\$ 560.00	Use of leased premises Office			
Rental Review Date 01.03. 2027	Promotion Fund levy (excluding VAT) NIL	Tenant's pro rata share of Refuse Removal charges Actuals	Interest rate on outstanding amounts - 12% per annum.	Stamp Duty and Lease registration Payable to TRA by Tenant	



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GENERAL TERMS AND CONDITIONS**1. DEFINITIONS**

In this agreement, unless the context otherwise requires, the expressions defined below shall bear the meanings set out hereunder:

- 1.1 "**business day**" means every day except a Sunday or official public holiday (unless the management rules, to be formulated hereunder, provide otherwise);
- 1.2 "**commencement date**" means the date as recorded in schedule 1, upon which, in the reasonable opinion of the landlord, the lease will commence or such other date as may be determined in terms of clause 3.2;
- 1.3 "**common area**" means all staircases, stairwells, toilets not specifically set aside for the tenant's exclusive use, gardens, parking areas, ramps, entrances ways and all areas which are not in the opinion of the landlord to be designated as rentable areas;
- 1.4 "**leased premises**" means the area let in terms of this lease and as described in schedule 1 and / or schedule 3, together with any areas in respect of which the tenant has exclusive use;
- 1.5 "**normal business hours**" shall, unless varied in the management rules, be as follows:
- Monday – Friday 8.00 HRS – 17.00 HRS
- 1.6 "**property**" shall have the meaning ascribed thereto in recital "A";
- 1.7 "**pro rata share**" means the ratio between the area that the leased premises bears to the total rentable area of the property. Should the area of the leased premises on occupation be found to be different from the estimated area as stated in schedule 1, due to a change in the method of measurement or any reason whatsoever, then the tenant's pro rata share as stated in that schedule, will be adjusted to reflect the correct pro rata share;
- 1.8 "**rates and taxes**" means those charges levied by any competent authority or body, upon and in respect of the property and / or building/s thereon, or other charges

related to the value of the property and/or improvements thereon, at any time and from time to time during the currency of this lease, including increases in those charges;

- 1.9 the masculine gender include all other genders;
- 1.10 a reference to a clause shall be to a clause of this schedule 2 and the clause headings shall not be considered in its interpretation;
- 1.11 all rentals and other amounts stipulated herein do not include value added tax; the tenant is, in addition to the stipulated amounts, also liable for value added tax payable in respect thereof;
- 1.12 a reference to a term which is not defined in this clause 1 shall be a reference to that term as stipulated in schedule 1 or defined in the recitals, as the case may be; and
- 1.13 a reference to a recital or schedule shall be to a recital or schedule of this agreement.

2. COMMENCEMNT OF LEASE

- 2.1 The tenant shall be entitled to obtain access to the leased premises on the commencement date as stated in schedule 1 for purposes of decoration and installation of approved fittings and furnishings of the leased premises. All the provisions of this lease will apply from the commencement date.
- 2.2 The tenant shall upon demand pay the removal cost of its refuse and debris arising from the installation referred to above or from any cause whatsoever. All refuse and debris shall be removed by the tenant at intervals of no longer than 24 hours, and without prejudice to the other rights which the landlord has in terms of this lease, the landlord shall be entitled but not obliged to remove such rubble at the tenant's cost.
- 2.3 If the landlord is unable to give the tenant occupation of the leased premises on the commencement date by reason of the leased premises being incomplete or in a state of disrepair, or for any other reason due to the fault of the landlord, the tenant shall have no claim for cancellation of this lease or for damages, and the commencement date shall, subject to clause 3.3, be postponed until the leased premises are available and ready for occupation.

3. COMMENCEMENT DATE

- 3.1 Unless postponed by the landlord, in writing, the commencement date of this lease shall be the date stipulated in schedule 1.
- 3.2 In the event of the postponement of the commencement date the lease shall endure for the full lease period and the termination date shall be adjusted in light thereof. The tenant shall have no claim against the landlord to cancel this agreement or for any loss or damage whatsoever, either actual or consequential, which it may incur due to the postponement of the commencement date, provided the postponement is not more than thirty days from the commencement date or parties on mutual agreement have agreed to the contrary.
- 3.3 In the event that the leased premises are not ready for occupation due to any act / omission by the tenant, the lease shall commence on the commencement date, unless the parties on mutual agreement agrees to the contrary.
- 3.4 In the event that the landlord notifies the tenant that the leased premises are ready for occupation and the tenant fails to take occupation of the leased premises 30 (thirty) days from the commencement date, this failure to take occupation shall be regarded a material breach of this agreement and the landlord shall be entitled, but not obliged, to cancel this agreement in terms of clause 26.

4. PAYMENT OF TOTAL MONTHLY RENTAL

- 4.1 The total monthly rental is payable quarterly in advance, on the first day of every quarter, free of deduction or set-off, to the landlord's United States of America Dollar (USD) Account No 0831134011 or Tanzania Shillings (TZS) Account No. 0831134000 at Hill Park Branch of Exim Bank Tanzania Ltd (or such other accounts as the landlord may from time to time intimate in writing to the tenant in terms of clause 34).
- 4.2 The total monthly rental shall be payable from the commencement. In the event that this said date does not fall upon the first day of the month the tenant shall be liable for a pro rata portion of the total monthly rental calculated from the date the tenant begins occupying until the last day of the month in which occupation commenced.
- 4.3 The base rental and operating costs shall escalate by the percentage relevant to that charge, as reflected in schedule 1, per annum, compounded with effect from the anniversary of the commencement date.

- 4.4 The tenant may not withhold the payment of any amounts because he has been inconvenienced, or because his use of the leased premises has been impaired or restricted by repairs, renovation, interruption in the supply of services, or for any other reason whatsoever.

5. **RATES AND TAXES**

- 5.1 Furthermore, the tenant shall pay its pro rata share of any new property levies, charges or taxes which may be imposed by the local or any other responsible authority or council in respect of the property and / or any building thereon which are due and payable

- 5.2 **Operating costs.** shall mean the reasonable costs incurred by the lessor in connection with the management, maintenance, repair and operation of the common areas, including, but not limited to, the costs of:

5.1.1 cleaning the common areas of the property;

5.1.2 providing security in respect of the Office Park and the property;

5.1.4 servicing, repairing and maintaining the airconditioning and airconditioning installations;

5.1.5 insurance premiums;

5.2.1 building amenity maintenance, including costs of toilet plumbing services and the costs of maintaining indoor and outdoor plants of the common areas,

5.2.2 repairs, maintenance contracts and general maintenance of whatever kind ;

5.2.3 redecoration and painting of the building as and when needed;

5.2.4 servicing, repairing and maintaining the fire extinguishing equipment and more particularly the sprinkler system; and

5.2.5 maintaining the car park and landscaped areas.

the landlord, which consent the landlord shall be entitled to withhold in its sole and absolute discretion. A breach of this clause shall constitute a material breach of this agreement.

10. **OFFICE LAYOUT**

In the event that the tenant has provided the landlord with the specifications of any installation, design or layout, and such specifications have been approved by the landlord, the tenant shall be bound to adhere to such specifications as are approved, within the agreed time period. Any material deviation from the aforesaid shall be a material breach of this agreement.

11. **LICENCES AND PERMITS**

The Licenses and permits for occupation of the premises which are required to be obtained by the landlord shall be obtained by the landlord, and those that are required to be obtained by tenant shall be obtained by the tenant. The risk of obtaining such licenses /permits rests with the respective obtaining party.

12. **ALTERATIONS**

The tenant may not affect any improvements, alterations or additions to the leased premises including, but not limited to, the air-conditioning units or the relocation thereof, without the prior written consent of the landlord, which consent shall not be unreasonably withheld.

Any improvements, alterations or additions, including but not limited to the installation of air-conditioning units in terms of clause 25.3, which the tenant may (with the prior written consent of the landlord to that effect) have affected to the leased premises shall at the sole option of the landlord become the property of the landlord, and the landlord shall not be obliged to compensate the tenant in respect thereof.

In the event that the tenant effects improvements, alterations or additions to the leased premises it shall provide "as-built" plans to the landlord upon completion of the improvements, alterations or additions. In the event that the tenant fails to provide the aforesaid plans, the landlord shall be entitled to effect the drawing thereof and claim the cost thereof from the tenant.

The said improvements, alterations or additions shall, if the landlord so requires, be removed by the tenant at the end of the lease and the tenant shall make good all damage or unsightliness caused by such removal at the tenant's cost.

6. **LATE PAYMENTS**

If any amount due in terms of this agreement is paid after due date, the tenant shall, at the option of the landlord, be liable for interest on the unpaid amount, calculated at the rate given in schedule 1. If the tenant defaults three times to make payment on time, it constitutes a notice to terminate the lease unless otherwise agreed by both parties. Furthermore, should the tenant still fail to pay on time then the land lord may service notice for a period as deemed fit.

7. **DEPOSITS**

The tenant shall, unless otherwise agreed to the contrary, before the commencement date, pay the deposit to the landlord. The landlord shall refund the deposit, less deductions for unpaid rental and / or damages, as soon as reasonably possible, but not later than 30 days after termination of the lease. The landlord reserves the right at any time prior to the termination of the lease to deduct any amount due in terms of this lease from the deposit and to apply funds received to any amount due in terms of this lease. In such instance, the tenant shall on demand pay to the landlord the equivalent of the amount so deducted, which amount shall then form part of the deposit.

8. **CONDITION OF LEASED PREMISES**

The landlord is not obliged to rectify any defect in the leased premises, unless the tenant has notified the landlord in writing within 14 (fourteen) days after the commencement of the lease, of any defects in the building or fittings, failing which the tenant will be deemed to have accepted the leased premises as being complete and without any defect therein. The tenant acknowledges that, as at the commencement date and from time to time, the landlord may on a prior notice to the Tenant which notice the Tenant shall not be unreasonably refused, be engaged in construction in and around the property, which may result in inconvenience to the tenant. The tenant shall have no claim against the landlord of whatsoever nature, either for a reduction or abatement of rental or cancellation of the agreement, other than as expressly contained herein.

9. **USE OF LEASED PREMISES**

The tenant shall use the premises only and specifically for the use stipulated in schedule 1, and shall not use it for any other purpose. For the sake of clarity, it is recorded that the tenant shall not be entitled to use the premises for any use which may be deemed to be ancillary to the use stipulated in schedule 1 or any other use, without the written consent of

Notwithstanding anything aforesaid the tenant shall at its own discretion remove the entire telephone system and all cabling including data cabling at termination of the lease, or if requested by the landlord.

13. **TRANSFER OF RIGHTS**

13.1 The tenant may not without the prior written consent of the landlord sublet the leased premises.

13.2 The tenant may not cede, assign or encumber his rights under this lease without prior consent of the Landlord.

14. **SALE OF PROPERTY OR TRANSFER OF LANDLORD'S RIGHTS**

In the event of a sale of the property by the landlord to any third party, the tenant agrees to be bound to such third party in terms of this lease. The landlord shall furthermore at any time subject to notifying the tenant be entitled to sell, cede, assign, delegate and make over unto or in favour of any legal persona, all its rights and title as contained herein. Except for outright sale, the landlord shall throughout the term of this lease, continue to abide to its obligations as provided in this agreement.

15. **MAINTENANCE AND REPAIRS**

15.1 The tenant shall:

15.1.1 keep the leased premises, including the interior of all external windows and all its contents clean, tidy and in good order, condition and repair;

15.1.2 be responsible for the maintenance and repair of all minor damages (which does not attract more than a quarter of the monthly rent for that particular month) to the interior of the leased premises and to the interior and exterior of all doors, door frames and handles, and the interior of all external windows, window frames and handles, irrespective of how such damage occurred;

15.1.3 at its own cost maintain, and where necessary, replace any fire extinguishing equipment, fire detection or alarm system, power supply and electrical systems, including but not limited to electrical outlets, plugs and distribution boards, installed in the leased premises. The tenant shall keep records of all such equipment and systems and the maintenance or replacement thereof, in terms of applicable legislation;

15.1.4 not cause or permit any obstruction or blockage in sewerage pipes, water pipes or drains serving the leased premises and/or the property, and in the event of there being any obstruction or blockage 15.1.5 shall pay upon demand to the landlord, the price for removing such obstruction or blockage;

15.1.6 maintain at its own cost the drainage, plumbing installations, including but not limited to the geysers, sanitary fittings and works in the leased premises and replace any damaged or faulty installations;

15.1.7 replace at its own cost all light fittings, LED, fluorescent tubes, starters, globes, ballasts, diffusers and incandescent lamps used in the leased premises;

15.1.8 keep the leased premises clean, transparent and well lit;

15.1.9 shall be responsible for the pest control in the leased premises. If the tenant does not exercise proper pest control in the leased premises, then the landlord can cause pest control to be exercised in those leased premises and charge the relevant amounts to the tenant. If, as a result of such pest control not being properly exercised by the tenant, pest problems develop elsewhere in the property, then the tenant will be liable for whatever costs are incurred by the landlord in taking care of such pest control in the property;

15.1.10 not dump wet waste in an area that has not been designated by the landlord for that purpose. Should the tenant contravene this provision, then the landlord shall be entitled to cause that wet waste be removed (without notification to the tenant) and to charge the tenant for so doing.

15.2 The landlord shall:

15.2.1 be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the property and any building thereon and all parts thereof other than those which are the responsibility for the time being of tenants or of the local authority or council, and the landlord's obligations in this respect shall include the maintenance and repair of the structure of any such building, all systems, which include but not limited to maintaining all mechanical equipment, air-conditioning units, installations, generators and boilers, all other works and installation contained therein (other than those which are the responsibility of the tenant or other tenants within the building), the roofs, the exterior walls, the lifts, the grounds and gardens, and all other parts of the common areas.

15.2.2 not, however, be in breach of clause 15.2 insofar as any of its obligations thereunder are not or cannot be fulfilled by reason of any vis major or the acts of omissions of others over whom the landlord has not direct authority or control, and where the landlord is indeed in breach of clause 15.2, the tenant's remedy against the landlord, among others, shall be a right of action for specific performance.

15.3 Remedying problems

In the event that the responsible party fails to attend to any maintenance or repairs in terms of this lease agreement, then the other party shall give the responsible party 14 (fourteen) days written notice, calling upon the responsible party to attend to such maintenance/repairs.

In the event that the responsible party does not do so within that period, then the other party shall be entitled to itself, or through someone else, attend to such maintenance and repairs and claim the cost thereof from the responsible party.

16. SECURITY

In the event that the landlord directly or indirectly provides security services or any security equipment in or around the leased premises or the property then the tenant:

- 16.1 agrees that the landlord will not be held responsible or legally liable for any acts or omissions of the person/s or entity/ies carrying out such security services or for the failure of any of the security equipment or in the event that the security equipment is not in working order;
- 16.2 the tenant waives any claims which it may have against the landlord in respect of the security services or provision of security equipment.
- 16.3 the tenant at its own cost shall be responsible for the security of the leased internal premises. The landlord shall not be held responsible or legally liable for any theft, damage or loss that may occur inside the leased property.

17. **INTERRUPTION OF USE**

In the event the property and/or the leased premises falling into a state of disrepair and/or by reason of the interruption of any services (including but not limited to the supply of electricity, water, air-conditioning and/or lifts) relating thereto, or by reason of any maintenance, repair, renovation or rebuilding activities, the responsible persons for landlord and tenant shall immediately meet to sort out the problems. The parties shall determine the impact of the problems to each other.

18. **SIGNAGE**

The tenant may not affix or display any signage in or about the leased premises or the property generally without the landlord's prior written consent, which consent shall not be unreasonably withheld. All signage affixed by the tenant shall be removed by him at the request of the landlord, and the tenant shall make good any damage caused by such removal.

In the event that the landlord insists upon the tenant erecting signage, the tenant shall do so in terms of the landlord's specifications.

19. **INSURANCE**

19.1 The tenant shall not do or omit to do anything or allow anything to be done which may constitute a contravention of the terms of any insurance policy held from time to time by the landlord in respect of the property, or which may increase the insurance premiums. The landlord's copies of insurance policies shall be availed to the tenant, for its acquaintance with the terms thereof.

19.2 The tenant may obtain insurance in respect of any liability which the provisions of the lease impose upon it and against any risks arising from operation of its business from the leased premises.

20. **OBSERVE LAWS**

Both parties shall comply with all laws, by-laws and regulations relating to leased premises or affecting the conduct of any business carried on in the leased premises.

The tenant assumes full control of the leased premises upon the commencement date of the leased premises. The tenant indemnifies the landlord against any claims arising from non-compliance with any laws in respect of the leased premises.

The tenant shall ensure that the provisions of any legislation pertaining to the control of smoking are complied with by all its employees, visitors, invitees or clients.

In the event that any fine or penalty is imposed upon the landlord as a result of the tenant's contravention of any Act, the landlord shall be entitled to recover such fine or penalty from the tenant together with any other damage arising from the contravention. Also in the event the tenant is penalized or fined for acts or omission of the landlord, the tenant shall be entitled to recover such penalty or fine from the landlord together with any other damage arising from such act or omission.

The tenant shall not contravene or permit the contravention of any of the conditions of title under which the property is held by the landlord or any of the provisions of any town planning scheme applicable to the property.

21. **ACCESS**

The landlord is entitled access to the leased premises for inspection, maintenance and repair subject to a reasonable notice.

22. **NO CLAIMS**

Save for damage, injury or loss of life caused by wilful conduct or cross negligence on the part of the landlord, its agent or employees, neither the landlord nor its agents or employees (the landlord contracting herein also for their benefit) shall be liable for:

22.1 any damage which may be caused to any of the assets of the tenant or of anyone else or to any item the responsibility of which is imposed on the tenant in terms of this agreement, or

22.2 any injury or loss of life of the tenant or any employee, invitee or licensee of the tenant,

in consequence of a overflow of water supply, or fire, or any leakage, or any fault in the plumbing works, or any electrical fault, or by reason of elements of the weather, or failure on the part of the landlord or his agent or employees to carry out any work required or any of them in the proper manner, or by reason of any defects in any part of the leased premises or on the property or in any of the equipment of the landlord, or as a result of any other cause whatsoever. The tenant hereby indemnifies and holds the landlord harmless in respect of any claim which may be brought against the landlord by any third party as envisaged above. The tenant shall, at the option of the landlord, be obliged to provide proof of indemnity.

23. **MANAGEMENT RULES**

The landlord may from time to time prescribe rules in accordance with reasonable business practice relating to the use of enjoyment of the property and of the leased premises, including matters relating to security, fire, safety, access, the use of common areas, parking, the keeping and placing of heavy objects in the leased premises, the use of air-conditioning and heating, and all matters incidental thereto. The rules (if any) shall, once promulgated, shall be countersigned by the parties to form party of this agreement. In the event the tenant is in disagreement with the rules, the parties shall convene a meeting to iron out matters not in agreement. If still after such meeting the parties continue to be in disagreement then either party shall have a right to give the other party a termination notice of six months.

24. **CONSUMPTION CHARGES**

- 24.1 The tenant shall pay for all electricity, water and sewerage consumed by the tenant in or on the leased premises, as separately metered by the relevant sub-meter/s.
- 24.2 Should there be no sub-meter in respect of the leased premises, for any of the above services, the landlord shall be entitled to install one at any time. Should the landlord elect not to install a sub-meter the tenant shall have the right to request the landlord to install the aforesaid sub-meter at the landlord's cost
- 24.3 Should no sub-meter be installed or should a common sub-meter exist for more than the leased premises, charges shall be calculated by the landlord on a pro rata basis by reference to the ratio the leased premises bears to the total occupied area of the building in which the leased premises are situate on the property, or, alternatively, the total occupied area served by the common sub-meter, whichever is applicable. Unoccupied areas shall not be included in this ratio. The ratio may be adjusted as the areas served by the common sub-meter, if applicable, are leased. Alternatively the landlord may use any other equitable basis to arrive at the pro-rata share of the tenants cost.

- 24.4 The tenant shall pay for all meter reading charges incurred by the landlord in respect of the sub-meter/s relevant to the tenant's consumption.
- 24.5 The landlord and the tenant may agree but not obliged that the tenant to arrange for the supply of electricity and water to the leased premises directly from the supplier thereof, and to pay such supplier for the electricity, water and sewerage consumed on the leased premises.
- 24.6 The tenant shall pay to the landlord all sanitary, refuse removal, special refuse removal (in the case of refuse removal and special refuse removal, without derogating from the provisions of clauses 2.2 and 5.3) and sewerage and / or any other local authority or council charges in respect of or attributable to the leased premises or the business conducted by the tenant therein.
- 24.7 The tenant shall furthermore pay to the landlord a pro rata share of the costs of all electricity, water, sewerage and refuse charges (in the case of refuse charges, without derogating from the provisions of clauses 2.2 and 5.3) consumed in or in respect of the common area of the property.
- 24.8 Until the statements of account have been received by the landlord from the relevant local authority or utility body and / or the meter reading company assigned to read the meters, indicating the amounts due by the tenant from the commencement date on the property or the leased premises, whichever is applicable, the tenant shall be required to pay an estimated charge therefor, as determined by the landlord. After receipt of the relevant statements of account from the relevant local authority or utility body and / or meter reading company, indicating the consumption charges from the commencement date on the property or the leased premises, which is applicable, the landlord shall charge the tenant its relevant consumption. At the end of each calendar year the landlord shall reconcile the consumption charges and in the event that the estimated amount exceeds the amount due by the tenant the landlord shall refund the tenant an amount equal to such excess. In the event that the amount estimated is less than the amount due by the tenant then the tenant shall make payment of the difference upon demand.
- 24.9 In addition to paying the amounts contemplated in this clause (as well as all other amounts payable by the tenant to the landlord in terms of this lease), the tenant shall reimburse the landlord, upon demand its pro rata share of the cost of electricity and water consumed by the air-conditioning plant which serves the common areas of the building on the property in which the leased premises are situate, and the cost of

electricity and water consumed by the air-conditioning cooling tower which serves the plant (if applicable).

24.10 In addition to paying the amounts contemplated in this clause (as well as all other amounts payable by the tenant to the landlord in terms of this lease), the tenant shall pay to the landlord, upon demand all charges as set out in Annexure 1

25. **AIR-CONDITIONING**

25.1 It is recorded that air-conditioning equipment has been supplied by the landlord. It shall be for use during normal business hours only, unless otherwise arranged with the parties. The maintenance and repair of such equipment will be carried out by the landlord, but with the tenant bearing his pro rata share of the cost of any such maintenance or repair. The tenant shall not be permitted to effect his own maintenance or repair of any such equipment.

25.2 The tenant may not use other air-conditioning equipment except with the prior consent of the landlord.

25.3 The tenant may with the prior written consent of the landlord, fit and supply its own additional air-conditioning units where these are required to cool any computer, electronic equipment or other items which will require 24 hour cooling or for any other reason whatsoever. Maintenance and repairs to such additional units (i.e. 24 hour cooling units) installed either by the landlord or the tenant will be at the sole cost of the tenant.

25.4 The cost of all electricity consumed by air conditioning equipment shall be borne by the tenant in accordance with clause 24 above.

26. **BREACH**

26.1 Should either party ("defaulting party"):

26.1.1 breach any other term of this lease, and fail to remedy such breach within 14 (fourteen) days after having been given written notice requiring that breach be remedied; or

26.1.2 conduct itself in such a way or consistently breach this agreement so that the conduct is inconsistent with the intention or ability to carry out the terms of this agreement;

26.2 Then the other party ("aggrieved party") shall be entitled, but not obliged, to:

26.2.1 enforce the provisions of this lease and claim damages; or

26.3 Notwithstanding the above, no further notice of breach shall be required from the aggrieved party if the defaulting party has twice during the same 12 (twelve) month period breached the same or similar provisions of this lease.

27. **APPROPRIATION OF PAYMENTS**

The landlord shall be entitled in its sole and absolute discretion to appropriate any amounts received from the tenant towards the payment of any debt or amount owing by the tenant to the landlord irrespective of when the debt arose.

28. **HOLDING OVER**

If the tenant disputes any purported cancellation or termination of this lease and remains in occupation of the leased premises, the tenant shall be obliged to comply with the provisions of this lease and to make all payments due in terms of this lease. If such dispute is determined in favour of the landlord, any amount so paid by the tenant shall be retained by the landlord as compensation for the tenant's use and occupation of the leased premises during the relevant period.

29. **COMPLIANCE WITH LEASE**

The tenant shall, as far as may be reasonably possible, ensure that his employees and visitors observe and comply with the terms of this lease and of the management rules.

30. **SERVICE OF PROCESS**

The tenant nominates the leased premises as its *domicilium citandi* and any written communication or legal process may be sent to that address, even if the tenant has vacated the leased premises. Any notice or legal process delivered to that address shall be deemed to have been received by and come to the notice of the tenant on date of delivery thereof. The landlord's *domicilium citandi* shall be as set out in schedule 1. Both parties shall be entitled to change the aforementioned addresses in terms of clause 34.

31. **GOVERNING LAW**

The governing laws in determining disputes in this agreement shall be the Laws of Mainland Tanzania.

32. **DISPUTE RESOLUTION**

Parties hereby agree that any dispute between them that remains undetermined between themselves within a period of 30 days from the occurrence of such dispute shall be resolved by Arbitration in accordance with Arbitration Act Cap 15 of the Laws of Tanzania. Unless the parties agree to a single arbitrator, each party shall choose one arbitrator and the two of them shall appoint a chairperson. The majority decision of the arbitrators shall prevail. Arbitration shall take place in Dar es Salaam in English language. In spite of the existence of Arbitration, neither party shall be prevented from applying for urgent interim reliefs in the Court of Law.

34. **CHANGE OF ADDRESS**

Each party may change his address set out in schedule 1 to any other physical address (not a post office box or poste restante) within the United Republic of Tanzania by delivering a written notice to that effect to the other party.

35. **COSTS OF ACTION**

In the event of a dispute taking the parties to arbitration or Court of Law, the losing party shall bear the costs. The costs to be paid by the losing party to the winning party shall be the actual costs of the legal costs provided that the costs are not more than one month rent payable by tenant to the landlord in this agreement. If the costs are more than one month rent of this agreement, then the losing party shall pay an amount equal to one month rent only to the winning party.

37. TERMINATION

37.1 The tenant shall vacate the leased premises at the end of the lease period or any earlier termination thereof and shall return the leased premises to the landlord in the condition as elected by the landlord in terms of clause 37.2 hereunder.

37.2 At the end of termination notice and within 30 days thereof, the tenant shall at its cost reinstate the leased premises to the condition and to the extent as specified herein below:

37.2.1 reinstates the leased premises to the same good order and condition as the leased premises were received by the tenant in terms of this agreement. The tenant shall have the right to take photographs to assist in the determination of the condition of the leased premises at the commencement date; or

37.2.2 If applicable, reinstates the leased premises to the same good order and condition as the leased premises were received by the tenant in terms of the first agreement of lease between the parties for the same leased premises. This clause is applicable notwithstanding the provisions of clause 37.2 and only in the event that this agreement is a renewal of a previous agreement/s of lease. It is specifically recorded and agreed that the leased premises would have been accepted by the tenant in the condition in which they were received at the commencement of the original lease, when the tenant first took occupation of the leased premises, and not in the condition the leased premises were in at the commencement of any renewal period; or

37.3 Notwithstanding sub clause 37.2 above, the landlord may agree with tenant to:

37.3.1 returns the leased premises to the landlord without removing any refurbishments and/or alterations undertaken by either the landlord or the tenant; or

37.3.2 reinstates the leased premises to its base building condition. "Base building condition" shall include any or all of the following :

- the removal of all fixtures and fittings, interior building work and/or alterations to the leased premises; and
- the restoring of the ceiling to a concrete slab or suspended ceiling; and

- the removal of the floor coverings and/or computer access flooring and the restoration of a level cement screed; and
- the repair of any damage to the walls and wall paper and/or the repainting thereof with two coats PVA paint; and
- the replacement or repair of any broken, damaged or missing articles; and
- the provision of a certificate of occupation as referred to in clause 20.2.

37.4 In the event that the landlord fails agree with the tenant with its reinstatement requirements as set out in clause 37.3 the tenant shall return the leased premises to the landlord in the same good order and condition as the leased premises were received by the tenant in terms of this lease.

37.5 Upon vacation by the tenant of the leased premises the landlord shall undertake a final inspection of the leased premises and any items which have not been attended to in terms of clause 37.2 shall be reinstated by the landlord and the reasonable costs thereof shall be paid by the tenant to the landlord upon demand.

37.6 In the event that the tenant remains in occupation of the leased premises more than the duration stated in 37.2 above, after the expiry of this lease for the purpose of undertaking the reinstatement, then the tenant shall be liable to continue to pay the rent which was payable immediately before such expiry and shall be bound by all other provisions in terms of this lease in respect of such period of occupation and for such further damages as may accrue to the landlord arising from its prolonged occupation.

37.7 The tenant shall have the option either to undertake the work required by the landlord above or, alternatively, to make payment to the landlord of the cost thereof, as determined by mutual agreement. In the event that the parties cannot agree on the cost of reinstatement the tenant shall be obliged to undertake the reinstatement as provided in clause 37.2

37.8 Notwithstanding any provision in this agreement to the contrary, either party may for business reasons give the other party at least 3 (Three) calendar months' written notice to terminate this agreement provided the lease has been in operation for at least 12 months.

38. **AMENDMENTS**

This agreement contains the full contract between the parties, and replaces all previous agreements. No amendment to or consensual cancellation of this agreement shall be valid unless reduced to writing and signed by both parties. If the landlord voluntarily renders any service, he shall not thereby incur any obligation to continue rendering such service.

39. **PARKING**

The landlord, its agent and its employees do not accept or take any responsibility for the safe custody of any vehicle or any articles therein, nor for any damage to vehicles or articles however caused, nor for any injuries, death or loss to any persons as a result of the negligence of the landlord's employees or agents or from any other cause whatsoever. All vehicles are parked at the risk of the tenant and the tenant acknowledges that the driver of any vehicle parked in the parking bay enters the parking area at his own risk.

40. **NO WARRANTIES**

40.1 The landlord records and warranties that the three buildings (the leased premises) have been built capable to be occupied by the tenant for its staffs' offices.

40.2 The tenant records that all verbal or written warranties and representations, whether express or implied, made by or on behalf of the landlord have been accurately recorded in this agreement and the tenant furthermore records that he has not entered into this lease by reason of any other warranty or representation made to it by or on behalf of the landlord which is not set out in this agreement. The landlord shall not be responsible for any loss or damage suffered by the tenant arising from any unfulfilled representation made by the landlord or its agents, which representation is not contained herein. The tenant furthermore shall not be entitled to cancel this agreement or claim damages by reason of any negligent or fraudulent misrepresentation made by any representatives of the landlord, which representation is not contained in this agreement.

41. **RELAXATION**

No latitude, extension of time or other indulgence granted by the landlord to the tenant will

prejudice any right of the landlord, or form the basis of any waiver, estoppel or novation of any obligation under this lease.

42. **AUTHORITY**

By signing this lease, the signatory for the parties, confirms, on behalf of their management that such legal person, are duly authorised to enter into this lease on behalf of the parties.

44. **RISK OF PAYMENT**

Should payment of the rental be made in any other manner than as per clause 43, the risk and liability to ensure that payment reaches the landlord at his chosen *domicilium citandi et executandi* shall be with the tenant. The tenant hereby accepts the full risk and liability should any payment be lost, stolen or misappropriated and the tenant shall immediately make a proper payment in replacement thereof.

45. **CHANGE OF NAME OF BUILDING**

The landlord shall have the right to change the name of the building at any time, with a prior written notice. The landlord will not be liable for any losses or damages suffered by the tenant arising from or incidental to such change of name.

46. **CONFIDENTIALITY CLAUSE**

46.1 For the purpose of this clause "**confidential information**" shall mean, without limiting the generality of the term, any information or data relating to the terms and conditions of any agreement, proposal, offer, or marketing and business information of the landlord or its agent, including that of its associated and affiliated companies.

46.2 Save for any situations where the tenant is required to do so by a court of competent jurisdiction or by operation of law, the parties agree not to disclose, publish, utilise, employ, exploit or in any manner whatsoever to use any confidential information, for any reason or purpose whatsoever without the prior written consent of the other party, which consent may not be withheld unreasonably.

46.3 The parties agree that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to them or their agent. Accordingly, each party hereby indemnifies and holds the other harmless against any loss, action, claim, expense, harm or damage of whatsoever nature suffered or sustained by the other party due to a breach of the provisions of the clause.

47. **LIABILITY OF PARTNERS AND JOINT TENANTS**

If the tenant is a partnership then by 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. Similarly, joint tenants shall be jointly and severally liable for all their obligations as tenants under or arising out of this lease.

48. **TRUSTEE FOR A COMPANY TO BE FORMED**

If this lease is signed on behalf of the tenant by a person (the "signatory") who professes to act as agent or trustee on behalf of the company (each herein referred to as the "corporate body") not yet formed then:

48.1 the signatory in his personal capacity hereby warrants to the landlord that the corporate body for which he is acting will within 60 (sixty) days from the date of signature of this lease by the landlord :

48.1.1 be duly formed and incorporated;

48.1.2 pass a resolution adopting this lease without modification;

48.1.3 take all other steps necessary to render this lease binding on it; and

48.1.4 deliver to the landlord its constitution / memorandum and articles of association in the case of a company together with a duly certified copy of the resolution referred to in 48.1.2;

48.2 until the corporate body has become the tenant hereunder the signatory in his personal capacity shall be liable for all the obligations imposed on the tenant in terms of this lease;

48.3 if the corporate body is not formed within the period prescribed, or if having been formed, it does not within the said period comply with its obligations in terms of this clause, then the signatory in his personal capacity shall be deemed to be the tenant in terms of this lease; and

48.4 if the corporate body is formed within the period prescribed in 48.1 and does comply with its obligations in terms of this clause, then the signatory, by his signature to this lease, hereby binds himself in favour of the landlord as surety for and co-principal debtor with the tenant, under the renunciation of the benefits of execution, division and cession of action, for all the obligations of the tenant in terms of the lease.

49. DAMAGE OR DESTRUCTION

49.1 Each party shall be at liberty to terminate immediately this Lease for good cause if:

49.1.1 the premises are destroyed or are damaged to such an extent as to be substantially untenable; or

49.1.2 there is destruction or damage to the property or any building thereon or parts thereof, whether or not the leased premises are involved, and the landlord determines to put an end to the tenancies in any of the same; or

49.1.3 the damage or destruction is incapable of be remedied within 60 (sixty) days from the damage or destruction; or

49.1.4 the landlord has failed to remedy halfway the damage or destruction stated in paragraph 49.1.1 within a period of 30 (thirty) days as an indication that within 60(sixty) days the damage or destruction will be remedied.

49.1.5 That due to damage or destruction stated in paragraph 49.1.1 the tenant decides to find alternative premises and is of the view that it cannot take back the leased premises.

49.2 In the event that the parties elect not to terminate the lease in terms of this clause, the landlord shall repair the damage as expeditiously as possible, but not later than 60 days from the destruction or damage. The tenant shall not be liable for any rentals or other lease charges for the period in respect of which it is deprived of beneficial occupation due to the damage and destruction.

49.3 If the premises are significantly damaged but the parties agrees that can still be beneficially occupied, this lease shall remain in force and the landlord shall repair the damage without undue delay, but the rent shall be abated so as to compensate the tenant fairly for the effects on the enjoyment of the premises of the damage and repair work.

50. **RE-LOCATION**

The landlord shall have the option, subject to express tenant approval thereof, at any time after the commencement date, to relocate the tenant from the leased premises to another premises in Mlimani City the size of which shall not differ by more than 10% from the size of the premises (the "**relocated premises**") by giving not less than 12 (Twelve) calendar months' prior written notice thereof to the tenant. In the event of such relocation:

- 50.1 the said notice shall contain a description of the relocated premises specifying its size and location in the same property;
- 50.2 if the size of the relocated premises differs from that of the leased premises, the basic monthly rental and operating costs contribution (as stipulated in schedule 1) and the tenant's pro rata share (as stipulated in schedule 1) shall be proportionately adjusted;
- 50.3 the said notice shall contain the adjusted basic monthly rental, operating costs contribution and pro rata share;
- 50.4 all the other terms and conditions of this agreement shall remain unchanged and shall continue to be of full force and effect;
- 50.5 the landlord shall use its best endeavours to perform all work reasonably necessary to affect such relocation in a manner so as not to inconvenience the tenant; and the reasonable relocation costs shall be for landlord.
- 50.6 To the extent necessary, this clause is severable from and exists separately to the rest of this agreement.

SCHEDULE 3

PLAN OF THE LEASED PREMISES

(for identification purposes only)

It is recorded that the shape, area and location of the leased premises as shown on this plan are for identification purposes only and are not intended to be a warranty, representation or agreement on the part of the landlord that the leased premises will be exactly as indicated on this plan.

TENANT INSTALLATION ALLOWANCE

The parties agree that the tenant shall affect the refurbishment to the leased premises itself and the landlord has provided the premises on a as is where condition with the following standard finishes, fittings / fixtures is:

1.1 Standard Finishes, Fitting Fixtures

- 1.1.1** The Landlord shall provide the premises with standard lighting at 500 lux and air-conditioning facilities throughout all of the leased premises.
- 1.1.2** The Landlord shall provide the premises with standard carpet tiles.
- 1.1.3** The Landlord shall provide fittings fixtures to the toilets in the common areas
- 1.1.4** The Landlord shall provide a Generator for back up power for normal office lighting.
- 1.1.5** The Landlord shall provide standard suspended ceilings.