

**THE LAND ACT (CAP 113 R.E.2002)**

**&**

**THE LAND REGISTRATION ACT**

**(CAP.334 R.E. 2002)**

**LEASE**

**BETWEEN**

**TEXAS HARDWARE LIMITED**

**(LESSOR)**

**AND**

**ORBIT HEALTHCARE SERVICES (T) LIMITED**

**(LESSEE)**

**THE LAND REGISTRATION ACT  
(CAP.334)**

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**LEASE**

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**THIS LEASE** is made the 02 day of JANUARY 2023

By and Between

TEXAS HARDWARE LIMITED, of Post Office Box 2647, Mwanza, Tanzania ("The Lessor" which expression shall, where the context so admits, include its successors and assigns) of One Part

And

ORBIT HEALTHCARE SERVICES (T) LIMITED of P.O.BOX 14449, Kinondoni, Morocco, Dar-es-Salaam, Tanzania ("The Lessee" which expression shall, where the context so admits, include its successors and assigns) of the Other part.

**NOW THIS LEASE WITNESSTH as follows: -**

**1. LEASE PERIOD, RENT & SERVICE CHARGE AND POSSESSION OF THE PREMISES**

**Lessee Period.**

- 1.1. **IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained the Lessor hereby being legally authorized to do so, grants, leases and demises unto the Lessee second and third floor office space each measuring 410 square meter amounting to a total of 820 square meter whereby one square meter amounts to United States Dollars Six Point Five Only (USD 6.5) of the building at Plot No.21, Block 'W' Igogo Industrial Area Mwanza (hereinafter referred to as "the demised premises") for the first twelve (12) months of the Lease.

- 1.2. This Lease shall be for a term of twelve (12) years (hereinafter "the Term") commencing on JANUARY 2023 (the Effective Date") and expiring JANUARY 2035 thereafter subject nevertheless to the provision for termination and renewal hereinafter contained.
- 1.3. That for the first twelve (12) months the Lessee shall pay a total rent payable USD 5330 (UNITED STATES DOLLARS FIVE THOUSAND THREE HUNDRED THIRTY ONLY) per month inclusive of VAT.
- 1.4. It is agreed that, the said rent will be paid monthly save that for the first month following the execution of this agreement and the Lessee shall be required to pay rent in advance of three (3) month, rent will be paid monthly in advance on or before 10<sup>th</sup> day of each respective month.
- 1.5. The rental fee will increase as from thirteen (13) month to twenty-four (24) month of the Lease in which one square meter will amount to United States Dollars Seven Only (USD 7) of 820 square meter which shall amount to a total rent payable USD 5740 (UNITED STATES DOLLARS FIVE THOUSAND SEVEN HUNDRED FOURTY ONLY) per month inclusive of VAT.
- 1.6. The rent will increase BY FIVE PERCENT (5%) from twenty-five (25) month of the remaining lease period of the premises.
- 1.7. The Lessee will be required to provide a security deposit of three (3) month rent after executing this Agreement.
- 1.8. Actual counting of the rent shall commence after completion of the project of renovating the second and third floor, the project will take a duration of three months (90 days) maximum.

## **Service charge**

1.9. In consideration of the provision by the Lessor of the building services, the Lessee will pay service charge at the rate of 8% exclusive of VAT of the total rent and it is agreed that the building services provided by the Lessor shall include generator having a minimum of 250 KVA, security cameras around the building, security for common area and gate without any responsibility for any goods or items or material taken in or out of the premises leased to the Lessee and cleaning of the common areas.

### **1.10. Possession of the Premises.**

The demised premises will be handed over to the Lessee on 02 JANUARY 2035.

## **2. LESSEE'S COVENANTS:**

The Lessee hereby covenants with the Lessor: -

### **2.1. Rent & Other payments:**

To pay to the Lessor and to indemnify the Lessor against: -

(a) All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now or during the Lease term shall be charged, assessed or imposed upon the occupier of the demised premises, PROVIDED that this covenant shall not oblige the Lessee to pay any taxes which are, by law, payable by the Lessor.

(b) In addition to rent and any other payments payable in accordance with this Lease, VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) and stamp duty chargeable in respect of any payment made by the Lessee under any of the terms of or in withholding tax from all rent payments and the tax withheld shall be remitted by the Lessee to the Tanzania Revenue Authority (or such other person(s) as Tanzanian law from time to time requires) and a copy of each such remittance slip shall be provided to the Lessor within 7 days of such remittance.

(c) The costs of registration of this Lease at the Land Registry which shall be affected by the **Lessor** and for which a certified copy of the said registration with the certified copy of receipt for the fees paid for the registration will be provided to the Lessee. **PROVIDED** that before paying the said costs the **Lessor** and the Lessee will agree the actual costs to be incurred for the said registration.

2.2. **Charges for utilities on demised premises:**

To pay to the suppliers thereof all costs and charges for telephone, water, electricity, internet, sewerage, gas and other services consumed or used at or in relation to the demised premises which are not covered by the Building Services charge.

2.3. **Repair, cleanliness & replacement of Fixtures in demised premises:**

2.3.1. At all times during the Term to repair and keep the interior of the demised premises in good and substantial repair and condition (damage or destruction by any of the insured risks and fair wear and tear accepted).

2.3.2. To clean the demised premises and keep them in a clean and tidy condition and clear of all rubbish and to clean as often as may be necessary the inside of the window panes and frames of the demised premises.

2.3.3. To replace the **Lessor's** fixtures and fitting, if any in the demised premises which may be or become beyond repair at any time during the Term as a result of any act, omission or negligence on the part of the Lessee, fair wear and tear accepted.

2.3.4. The **LESSOR** is responsible for the maintenance of and for all repairs and replacements becoming necessary from time to time, in or to the building and all parts thereof other

than those which are the responsibility of **LESSEE** or the Local authority. This will include the maintenance and repair of the building, all systems, works and installation contained within the building but excluding air- conditioning, the service contract and replacement expenses of air- conditioning, will be passed on to the **LESSEE** whenever maintenance is done which will have to be paid by the **LESSEE** directly.

2.4. **Redecoration of demised premises:**

To redecorate the demised premises in a good and workmanlike manner and with appropriate materials of a sufficient quality to restore the demised premises within the last six months of the Term, to the same standard they were in at the commencement of the lease, fair wear and tear excepted.

2.5. **Alterations to demised premises: -**

Not to make any structural or material alterations or additions to the demised premises without the written consent of the **Lessor** (such consent not to be unreasonably withheld or delayed).

2.6. **User Clauses:**

**2.6.1. Abandoning Demised Premises:**

Not to cease using the demises as a commercial office or leave the demised premises continuously unoccupied for more than one month without:

(a) First notifying the Lessor in writing, and

(b) Arranging for such caretaking or security arrangements as the **Lessor** shall reasonably require in order to protect the demised premises from vandalism, theft, damage or unlawful occupation.

**2.6.2. Use of Car Park:**

Only to use the front parking for the Lessee's employees and customers and the rear parking space shall only be used for purposes of offloading the Lessee's products.

**2.6.3. Pollution:**

To ensure all the pipes serving the demised premises and the Building common parts any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.

**2.6.4. Ceiling and Floor Loading:**

(a) Not to bring or permit to remain on the demised premises any articles, equipment or tools which may be reasonably likely to cause material damage to the demised premises or any part thereof, it is agreed that a small forklift of up to 6 tons will be used in the demised premises.

(b) Not to suspend anything from the partition walls or ceiling of the demised premises or use the same for the storage of goods or place weight on them which may be reasonably likely to cause material damage to the same.

**2.6.5. Machinery:**

Not to install or use in or upon the demised premises any machinery or apparatus which will cause noise or vibration which can be heard or felt elsewhere in the Building or which may cause structural damage to the Building unless the Lessor has

given its prior written consent to the installation or use of any such machinery or apparatus, such consent not to be unreasonably withheld or delayed, it is agreed that a small forklift or up to 6 tons will be used in the demised premises.

**2.6.6. Heating, cooling and Ventilation:**

- (a) Subject to sub-clause (b) below, not to do anything which interferes with the heating, cooling or ventilation of the Building or which imposes an unreasonable amount of additional load on any heating cooling or ventilation equipment in the demised premises or the Building.
- (b) Not to operate the ventilation equipment in the demised premises than in accordance with the regulations for such purpose made by the **Lessor** from the time to time.

**2.6.7. Other User Clauses:**

- (a) Not to erect any pole, mast, dish or wire (whether in connection with telegraph, telephonic, radio or television communication or otherwise) upon the Building without the prior written consent of the **Lessor**, such consent shall not be unreasonably withheld or delayed.
- (b) Not to fix or install any signage on the exterior of the Building which is visible from outside the building without the **Lessor's** consent, such consent not to be unreasonably withheld or delayed, in the event that the **Lessor** grants the Lessee permission to fix or install any such signage, the cost of such fixing or installation shall be paid for by the Lessee.
- (c) Not to make connection with the pipes that serve the demised premises without the Lessor's prior written consent which shall not be unreasonably withheld or delayed, other than in accordance with plans and specifications approved by the Lessor (including the Fit Out Specification) and subject to the receipt of all necessary

consents from the relevant statutory authority needed to make such connection having been previously obtained.

- (d) Not to do in or near the demised premises any act or thing by reasons of which the Lessor may under statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- (e) Without prejudice to the generality of sub-clause (d) above, to comply in all material respects with the provisions of any statutes and any other obligations imposed by law or by any by-law applicable to the demised premises or in regard to carrying on in the trade or business for the time being carried on the demised premises will not allow to remain upon the demised premises anything which may be or become or cause a nuisance, annoyance disturbance, injury or damage to the Lessor or its other tenants or to the owners or occupiers of the adjoining buildings.
- (f) Not to use the demised premises for any dangerous, noxious, noisy or offensive trade business manufacture or occupation not for any illegal or immoral act or purpose.
- (g) Not to use the demised premises other than for purposes of carrying out the Lessee's business of tiles, sanitary ware and ancillary product retailing.
- (h) Not to use the demised premises as sleeping accommodation or for residential purposes nor keep any animal, fish, reptile or bird anywhere on the demised premises.

2.7. **Lessor's Right of Entry:**

2.7.1. Subject to the **Lessor**, its agent, employees and invitees complying with the Lessee's safe and health regulations and not disrupting the **Lessee's** business, to permit the **Lessor** and its agent: -

(a) To enter upon the demised premises during Normal Working Hours and upon the provision of reasonable prior written notice ( of not less than forty-eight (48) hours except in the case of an emergency) for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed and in the event that the same shall be found to be defective or in breach, to leave which the Lessee is liable to repair or remedy under this Lease, requiring the Lessee to make good the same as soon as reasonably practicable in a proper manner to the reasonable satisfaction of the **Lessor**.

(b) To view the state of repair and condition of the demised premises upon the provision of reasonable prior notice (of not less than forty-eight (48) hours at reasonable times and upon reasonable prior notice (of not less than forty –eight (48) hours, for the purposes of undertaking any work to the demised premises of the Lessee, or that of any adjoining tenant, which may be required to be undertaken by the **Lessor**.

**2.7.2. If:**

(a) The Lessee has not commenced or is not proceeding diligently with the execution of the work referred to in the notice served under Clause 2.7.1 (a) within two (2) months of the service of such notice or.

(b) In the **Lessor's** reasonable option, the Lessee is unlikely to have completed the work referred to in the notice served under Clause 2.7.1(a) within a reasonable period of time following the service of such notice.

To permit the Lessor to enter the demised premises to execute such work as may be necessary to comply with the notice served under clause 2.7.1 (a) and to pay to the Lessor the cost of so doing and all reasonable, proper and documented costs properly incurred by the Lessor in connection therewith (including reasonable legal costs and surveyor's fees) within fourteen (14) days of receipt of a written demand in relation to the same.

**2.8. Alienation of Demised Premises:**

- 2.8.1. Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the demised premises or permit another person to occupy the whole or any part of the demised premises.
- 2.8.2. Not to under-let or charge part only of the demised premises without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed and under no circumstances shall the Lessee assign part only of the premises.
- 2.8.3. Other than in relation to the assignment of the whole of the demised premises to an Affiliate of the Lessee, not to assign or under- let the whole of the demised premises without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed provided that:
- (a) In relation to any such sub-let or assignment it is to a lessee or assignee of similar reputable standing and financial strength to the Lessee, and
  - (b) Prior to any such assignment, the Lessee shall procure that the assignee enters into direct covenants with the **Lessor** to perform and observe all of the Lessee's covenants and other provisions of the Lease during the residue of the Term.

- 2.8.4. That each and every permitted under lease shall be granted for the residue of the Term then remaining (less a nominal reversion) at a rent not less than the open market rental value of the demised premises to be approved by the Lessor prior to any such rent being payable in advance on the days on which rent is payable under this Lease and shall contain such provisions approved by the Lessor as shall be deemed necessary to make such under less subject to all the terms and conditions of this Lease, mutatis mutandis.
- 2.8.5. The Lessee may share the occupation of the whole or any part of the demised premises with a company which is an Affiliate of the Lessee for so long as both companies shall remain Affiliates of each other.
- 2.8.6. To pay the **Lessor's** reasonable, proper and documented legal costs properly incurred in connection with the granting and registration of any such under leases or assignments.
- 2.9. Notice of Re-letting  
During the last six (6) months of the Term (or sooner should this Lease terminate whether by the effluxion of time or otherwise) to permit the Lessor and/ or any prospective tenants of, or any managing agents instructed in connection with the lease of the demised premises, to view the demised premises during Normal Working Hours and upon the provision of reasonable prior written notice (of not less than forty-eight (48) hours) to the Lessee provided they are authorized in writing by the **Lessor** or its managing agent.
- 2.10. **Yielding up:**  
At the expiration of the term:
- 2.10.1. To yield up the demised premises in good and substantial repair in accordance with the terms of this Lease, fair wear and tear accepted.

- 2.10.2. To give up all keys of the demised premises to the Lessor, and
- 2.10.3. To remove all signs erected by the Lessee in, upon or near the demised premises and immediately to make good any damage caused by such removal.

2.11. **Notices of defects:**

- 2.11.1. As soon as reasonably practicable after becoming aware of the same, to give notice to the **Lessor** of any material defect in the demised premises which might give rise to an obligation on the **Lessor** to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the Lessor pursuant to any applicable law.
- 2.11.2. To give full particulars to the Lessor of any notice, directions, order or proposal for the demised premises made, given or issued to and received by the Lessee, by any public authority within fourteen days of receipt and if so required by the Lessor to produce it to the Lessor.

**3. THE LESSOR'S COVENANTS:**

Subject to the Lessee paying the rent and Service Charge in each case in accordance with this lease and all other charges payable under this Lease to the Lessor and to the abiding with the covenants and other terms of this Lease, the Lessor covenants with the Lessee.

- 3.1. To use all reasonable skill and care to perform or procure the performance of the building services as provided under this Lease throughout the Term provided that the Lessor shall not be liable to the Lessee in respect of any temporary failure or interruption in any of the services by reason of (a) necessary repair, replacement or maintenance of any installations or apparatus or their damage or destruction or (b) by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of fuel materials water or labour or any other cause beyond the **Lessor's** control, in each

case unless such temporary failure or interruption in the services can be attributed to the negligence or default of the Lessor, or any of its agents, employees or sub-contractors.

- 3.2. To permit the Lessee peacefully and quietly to hold and enjoy the demised premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor for the duration of the Term.
- 3.3. To pay all existing and future land rents and other rates, taxes, assessments impositions and outgoings, which are now payable by the Lessor or which may thereafter be imposed or charged on the Lessor in respect of the demised premises or the Building.
- 3.4. To apply from the relevant authorities, within a reasonable time for approvals, permits and consent for the purpose of registering this lease.
- 3.5. To submit to the relevant authorities whenever required the certificate of Title and / or the Right of occupancy in respect of the Estate to facilitate registration or this Lease.
- 3.6. At the Lessor's own expense, to execute all works and provide and maintain all arrangements upon or in respect of the demised premises or the use to which the demised premises are being put that are required in order to comply with the requirements of any status (already or in the future to be passed) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Lessor, the Lessee or any other occupier and provided that the Lessee shall not be responsible for matter which are the express liability of the Lessee or any other tenant in the Building under these presents.
- 3.7. The Lessor shall not lease the remaining floor of the building for residential purposes as among the requirement from the Ministry of Health in providing the Lessee a license to operate the eye clinic.

#### **4. GENERAL CLAUSES:**

The Lessor and Lessee further mutually agree and declare as follows: -

- 4.1.1. The rent (or any other monies) due to the Lessor under this Lease are outstanding for a period of ninety (90) days continuously after the Due Date; or
- 4.1.2. There is a serious and continuing breach by the Lessee of any covenant or other term of this Lease; or.

#### **4.1.3. The Lessee: -**

- (a) Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company); or
- (b) Has a receiver or administrative receiver appointed.

The Lessor shall be entitled to terminate this Lease without the payment of compensation to the Lessee by giving written notice to the Lessee under section 104 of the Land Act of its intention to terminate this Lease either immediately, or, if the breach is capable of remedy, following the expiry of a period of ninety (90) days from the date of such notice.

- 4.1.4. Notwithstanding anything else in the Lease, the **Lessor** shall be entitled to terminate the Lease after the anniversary of the second year of the Lease, by giving the Lessee ninety (90) days notice, or such shorter period agreed to by the parties, in writing to vacate the demised premises and the Lessee shall pay for the notice period at the rates that will be payable during particular period.

#### **4.2. Lessee's Termination rights**

- 4.2.1. If and whenever during the Term and condition that all payments as determined in this agreement have been made by the Lessee and within the time frames and deadlines as stated in this agreement.

(a) There is a serious and continuing breach by the Lessor of any covenant or other term of this Lease; or.

**(b) The Lessor: -**

(i) Enters into liquidation whether compulsory or voluntary (but not if the liquidating is for amalgamation or reconstruction of a solvent company); or

(ii) Has a receiver or administrative receiver appointed.

The **Lessee** shall be entitled to terminate this Lease by giving written notice to the **Lessor** of its intention to terminate this Lease either immediately, or, if the breach is capable or remedy, following the expiry of a period of ninety (90) days from the date of such notice ( **the "Rectification Period"**) in the event that, despite using its best endeavors, the **Lessor** is unable to remedy the breach within the Rectification Period, the **Lessee's** right of termination under this clause 42 shall not become effective, provided that the **Lessor;**

(a) Gives written notice to the Lessee on or before the last day of the Rectification Period stating the reason(s) why it has been unable to remedy the breach during the Rectification Period, together with a detailed estimate of the time it will take the **Lessor** to remedy; and

(b) Provides the Lessee with such evidence as it may reasonably require in order to verify that the **Lessor** has used its best endeavors to remedy the breach

4.2.2. Notwithstanding anything else in the Lease, the Lessee shall be entitled to terminate the Lease after the anniversary of the second year of the Lease, by giving the Lessor ninety (90) days, notice, or such shorter period agreed to by the parties, in writing to vacate the demised premises and the Lessee shall pay for the notice period at the rates that will be payable during particulars period.

4.2.3. If this Lease is terminating by the Lessee in accordance with Clause 4.2.1 the Lessee will be entitled to a refund of a portion of paid rent or service charge covering the period to which rent or service charge has been paid but not utilized by the Lessee as a result of the said termination.

4.2.4. If this Lease is terminated by the Lessee in accordance with clause 4.2.2 no refund of rent or service charge shall be made to the Lessee.

4.3. **Disputes with Occupiers of Adjoining Premises:**

If any dispute arises between the Lessee and other tenants or occupants of the Building as to any easement, right or privilege in connection with the use of the demised premises and any other part of the Building or as to the boundary structures separating the demised premises from any other part of the Building or any other part of the Estate, it shall be decided by the **Lessor** or in such manner as the **Lessor** shall reasonably direct or at the **Lessor's** option by the Surveyor acting as an expert and not as an arbitrator.

4.4. **Arbitration Clauses:**

If any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction of this lease or concerning anything herein contained or arising out of this lease or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be settle by arbitration in accordance with and subject to the provisions of the Arbitration Act (Cap.15) of the laws of the United Republic of Tanzania. The number of arbitrations shall be three, one appointed by each of the Parties hereto and a third party or as the case may be, the third arbitration shall be appointed by the president for the time being, of the Tanganyika Law Society, any arbitration award issued shall be final and binding and judgment on such award may be entered in any court having jurisdiction thereof.

4.5. **Other General Clauses:**

- 4.5.1. Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocable or irrevocably a similar covenant or similar covenants affecting the leases with other tenants in the Building.
- 4.5.2. The Lessor shall not be responsible to the Lessee or to anyone who is at the demised premises either expressly or by implication with the Lessee's authority for any accident, happening or injury suffered to their person, or for any damage to, or loss of, any chattel in all cases, sustained in or on the demised premises, except to the extent that such accident, happening, injury damage or loss is due to any act or omission of the **Lessor** or any of its employees, subcontractors or agents.
- 4.5.3. This Lease embodies the entire understanding of the parties relating to the demised premises and to all the matters dealt with by any of the provision of this lease.
- 4.5.4. If, after the Lessee has vacated the demised premises following the termination of this Lease (whether by the effluxion of time or otherwise), any property of the Lessee remains in or on the demises and the Lessee fails to remove it within fourteen 14 days of the **Lessor** making a written request or not to the Lessee to do so the Lessor may as the agent of the Lessee sell such property and Lessee.

The Lessee and all persons expressly or by implication authorized by it shall have the right in common with the **Lessor** and all other person having a like right, to use the Building Common Parts for the purposes of access to and egress from the Building and for all purposes in connection with the use and enjoyment of the demised premises including (**without limitation**) the following rights:

- 4.6. To have access to and egress from the demised premises, each of the Building Common Areas and Parking Spaces and any areas of the Estate to which the **Lessor** has consented (whether expressly or by implication), where such access is other than during Normal Working Hours, the Lessee will be granted such access provided that it keeps the management of the Building aware of the same.
- 4.6.1. To use such toilets in the Building as are designated by the **Lessor** from the to time including those which are located proximate to the reception area of the Building for use by visitors.
- 4.6.2. To the free passage and running of electricity, telephone and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the demised premises in and through the pipes that now or during the Term serve the demised premises presently laid in or over or under other parts of the Building or the Estate.
- 4.6.3. To display in the reception area of the Building a name-plate or sign in positions and of sizes to be specified by the Lessor showing the Lessee's name and any other details approved by the Lessor such approval not to be unreasonably withheld or delayed.

4.7. **Invoices**

All invoice issued under or in accordance with this Lease shall set out full and complete details of the payments sought and shall be paid within fourteen (14) days after receipt of invoice (unless otherwise agreed by the Parties) (the "Due Date") and shall be delivered to the address below:

**TEXAS HARDWARE LIMITED,  
P.O.BOX 2647,  
MWANZA.**

4.8. **Entire Agreement**

This document, including the annexes, constitutes the entire agreement between the parties.

4.9. **Amendment**

The parties hereto mutually agree that during the subsisting of this lease some amendment and or supplement to this Agreement may be necessary, any such amendment and or supplement of this Agreement shall come into force only after a written agreement to that effect is signed by both parties. The amendment and or supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

4.10. **Partial Invalidity**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way and in that event the parties will take all necessary and/ or reasonable steps to render such provision(s) valid and enforceable failing of which such provision(s) shall be deemed to be struck out of the agreement and the remaining provisions shall remain in full force and effect.

4.11. **Waive:**

The parties may waive any breach of this agreement but not such waiver shall be deemed to constitute a waiver of subsequent, similar or other breaches.

4.12. **Authority of signatory to bind principal:**

Each signatory represents that he or she is fully authorized to enter into the terms provisions of this Agreement and to legally bind the party on whose behalf the signature is affixed.

**5. GOVERNING LAW:**

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

**6. NOTICES:**

6.1. Any notice to be given under this Lease may be given by delivering such notice by sending the same by recorded post, or by sending the same by facsimile or email, in each case addressed to the Party concerned at the details given herein below: -

(a) In the case of the Lessor: -

**TEXAS HARDWARE LIMITED,  
P.O.BOX 2647,  
MWANZA.**

(b) In the case of the Lessee: -

**ORBIT HEALTHCARE SERVICES (T) LIMITED,  
P.O.BOX 14449,  
DAR ES SALAAM.**

6.2. Each Party shall be entitled to amend the contact details contained in clauses 6.1 and / or 4.7 by written notice to the other Party.

**7. RENEWAL / TERMINATION:**

7.1. "Force Majeure" Termination

In the event that the Building or any part thereof (including the demised premises) shall be destroyed or otherwise rendered unfit or unavailable for tenancy by the Lessee whether through fire, vandalism, earthquake, flood, storm, war, civil disturbance,

government action or other similar casualty or event beyond the Lessor's control this with the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at the Lessee's option, should the Lessee exercise this option, it shall provide written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which be effective as of the date the demised premises was destroyed or otherwise rendered unfit or unavailable for tenancy.

Should the Lessee elect to remain in the demised premises rendered partially untenable, the Lessor shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage, it is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage, in this event, the Lessee shall be entitled to a proportionate reduction of rent from the day of such partial destruction until the said restoration is completed.

In addition, should the Lessee so require, the Term shall be automatically extended for such period of time as may be necessary to offset any period for which the rent has been suspended under the foregoing provision.

7.2. **Renewal:**

This Lease may, at the end of the Term, be renewed for a further period from the date on which it is due to terminate, subject to the Lessee giving six (6) months prior written notice to the Lessor of its desire to renew and the Parties agreeing on the rent to be paid for this extension.

**8. CONFIDENTIALITY:**

8.1. Each Party undertakes to the other that (unless the prior written consent of the other party shall first have been obtained) it shall, and shall procure that its officers, employees, advisers and agents shall keep confidential and not by failure to exercise due

care or otherwise by any act or omission disclose to any person whatever, or use or exploit commercially for its or their own purposes, any of the confidential information of the other party, including the contents of this Lease and any other agreement or contract contemplated by the same.

- 8.2. The consent referred to in Clause 8.1 shall not be required for disclosure by a Party of any confidential information
- 8.2.1. To its officers, employees and agents, in each case, to the extent required to enable each party to carry out its obligations under or in connection with this Lease and who shall in each case be made aware by such party of its obligations under this Lease and shall be required by such party to observe the same restrictions on the use of the relevant information as are contained in this clause.
- 8.2.2. To its professional advisers who are bound to such party by a duty of confidence which applies to any information disclosed.
- 8.2.3. To the extent required by applicable law or by the regulations of any stock exchange or regulatory or supervisory authority to which such party is subject or pursuant to any order of court or other competent authority or tribunal;
- 8.2.4. To the extent that the relevant confidential information is in the public domain otherwise than by breach of this clause by such party;
- 8.2.5. To a bona fide prospective purchaser of a party; or
- 8.2.6. Which is disclosed to such party by a third party who is not in breach of any Undertaking or duty as to confidentiality whether express or implied.
- 8.3. If a party becomes required, in circumstances contemplated in clause 8.2, to disclose any information, such party shall give to the other Party such notice as is permitted by law and reasonably practical in the circumstances of such disclosure and shall cooperate

with the other party, having due regard to the other party's views, and take such steps as the other party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

**IN WITNESS** WHEREOF this Agreement has been executed and delivered as in the manner shown hereunder.

**SEALED** with the **COMMON SEAL** of **TEXAS**  
**HARDWARE LIMITED** and **DELIVERED** in  
our presence of us

this 02 day of JANUARY, 2023.



**Names:** JONEX JOEL KINYONYI

**Postal Address:** 2647 MWANZA


**Signature:** 

← Narduba sign kopo  
Mr. Texas

**Qualification:** **DIRECTOR**

**Names:** HELLEN JONEX KINYONYI

**Postal Address:** 2647 MWANZA

**Signature:** 

← Narduba sign kopo  
Mrs. Texas


**Qualification:** **DIRECTOR/COMPANY SECRETARY**

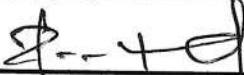
**SEALED** with the **COMMON SEAL** of **ORBIT HEALTHCARE SERVICES (T) LIMITED** and **DELIVERED** in our presence of us

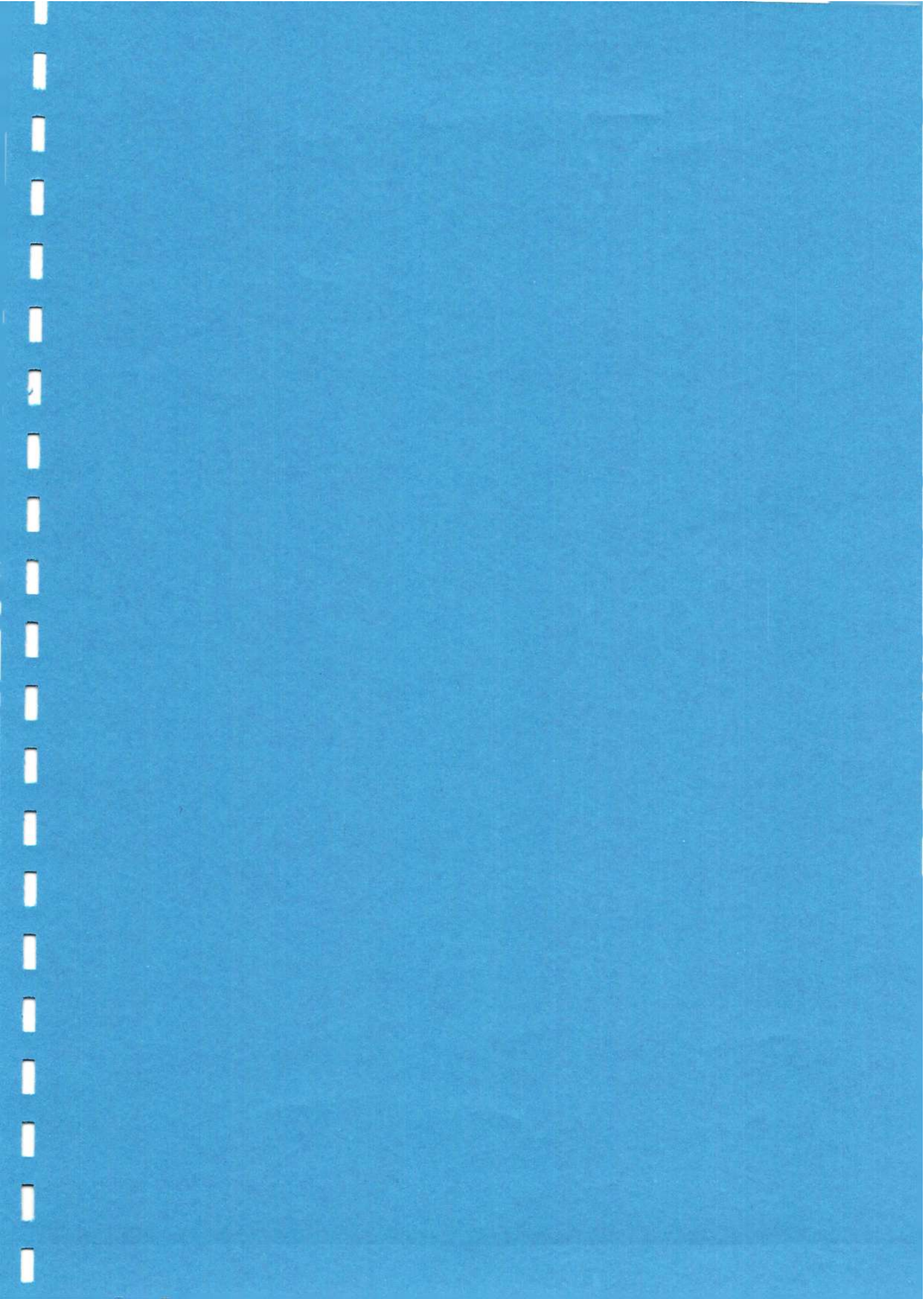


this 02 day of JANUARY, 2023.

**SEAL**

**Names:** DR. KAZIM. A. DHALLA  
**Postal Address:** 14449,  
DAR-ES-SALAAM, TANZANIA  
**Signature:**   
**Qualification:** **DIRECTOR**

**Names:** HARI PRASAD. P  
**Postal Address:** 14449, DAR ES SALAAM  
TANZANIA  
**Signature:**   
**Qualification:** **DIRECTOR/COMPANY SECRETARY (GENERAL MANAGER)**



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

**DATED THIS 02 DAY OF JANUARY 2023**

**LEASE AGREEMENT**

**BETWEEN**

**TEXAS HARDWARE LIMITED**

**AND**

**ORBIT HEALTHCARE SERVICES (T) LIMITED**

**IN RESPECT OF AN APARTMENT NO.1 & 2 SITUATED ON 4<sup>TH</sup> FLOOR,  
PLOT NO. 21 BLOCK "W" IGOGO INDUSTRIAL AREA MWANZA.**

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THIS LEASE AGREEMENT is made this 02 day of JANUARY 2023

**BETWEEN**

**TEXAS HARDWARE LIMITED** a limited liability company incorporated under the laws of Tanzania of P. O. Box 2647 Mwanza, (hereinafter referred to as the "Lessor" which expression shall include, where the context so admits, successors and assignees in title) of the **One Part**.

**AND**

**ORBIT HEALTHCARE SERVICES (T) LIMITED** a limited liability company incorporated under the laws of Tanzania of P.O.BOX 14449, Kinondoni, Morocco, Dar-es-Salaam, Tanzania (hereinafter referred to as the "Lessee" which expression shall include, where the context so admits, successors and assignees in title) of the **Other Part**.

**WHEREAS:**

- A. The Lessor is the registered owner of the Apartment No.1 & 2 located on 4<sup>th</sup> Floor, Plot No. 21 Block "W" Igogo Industrial Area, Mwanza (hereinafter referred to as the "Demised Premises" or "Premises");
- B. The Lessor has agreed to lease the Demised Premises for Business and Occupational use only to the Lessee;
- C. The Demised Premises will be used for Business and Occupational purposes by the Lessee;
- D. The Lessor and the Lessee have agreed that the lease of the Premises shall be subject to the terms and conditions stipulated under this Agreement;
- E. The Lessor has agreed to let the said Demised Premises referred hereinabove on the terms and conditions hereinafter contained; and

- F. The Apartment No.1 & 2 is comprised of three bedrooms, lounge, dining area, kitchen and verandahs which are all full furnished.

**NOW THIS DEED WITNESSETH AS FOLLOWS: -**

**1.0 DEFINITIONS**

- 1.1 In this Lease Agreement unless the context otherwise provides: -

"Agreement" means this Lease Agreement between the Lessor and the Lessee;

"Parties" mean the signatories to this Agreement; and

"TZS" means Tanzania Shillings.

- 1.2 Reference to the singular include, when the context so admits, references to the plural and vice versa and references to Clauses are references to Clauses of this Agreement.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.5 In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the Parties shall use their best efforts to achieve the purpose of

the relevant provision by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

## **2.0 TERMS OF THE TENANCY**

- 2.1 The period of tenancy herein referred to as the “**Contractual Period**” shall be for a term of twelve (12) years commencing on JANUARY 2022 (the Effective Date”) and expiring JANUARY 2035.
- 2.2 The Contractual Period may be renewed for another period on terms and conditions to be mutually agreed between the Parties.

## **3.0 RENT PAYABLE**

- 3.1 The Lessee shall pay monthly rent of **Tanzania Shillings One Million Five Hundred Thousand Only (TZS 1,500,000.00)** for each Apartment making a total sum payable per month for Apartment No. 1 & 2 to be **Tanzania Shillings Three Million Only (TZS 3,000,000.00)** (hereinafter called “**Rent**”).
- 3.2 The Lessee will pay service charge at the rate of 8% exclusive of VAT of the total rent and it is agreed that the building services provided by the Lessor shall include generator, water, security cameras around the building, security for common area and gate without any responsibility for any goods or items or material taken in or out of the premises leased to the Lessee and cleaning of the common areas.
- 3.3 There will be an annual increase of rent **BY FIVE PERCENT (5%)** from twenty-five (25) month of the remaining lease period of the premises.
- 3.4 The Lessee shall be required to pay the suppliers thereof all costs and charges for telephone, electricity, internet, gas and other services used at the Demised Premises.

3.5 In addition to rent and any other payments payable in accordance with this Lease, VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) and stamp duty (1%) chargeable in respect of any payment made by the Lessee under any of the terms of or in withholding tax (10%) from all rent payments and the tax withheld shall be remitted by the Lessee to the Tanzania Revenue Authority (or such other person(s) as Tanzanian law from time to time requires) and a copy of each such remittance slip shall be provided to the Lessor within 7 days of such remittance.

3.6 Payment shall be made in Tanzania Shillings through Bank Transfer only.

3.7 Lessor's Bank Information;

Bank Name	KCB Bank Tanzania Limited
Branch Code	4604
Branch Physical Address	Nyanza Building-Kenyatta Road Mwanza
Swift Code	KCBLTZTZ
Customer Name	Texas Hardware Limited
Currency	USD
Account Number	3390503544

4.0 **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:**

4.1 To pay Rent to the Lessor as aforementioned under clause 3.1 above.

4.2 Not without prior consent of the Lessor to erect or suffer to be effected on the Demised Premises or any part thereof any new building, walls, glasses, windows, doors, shutters or other parts thereof.

4.4 To be responsible and to indemnify the Lessor against all damages occasioned to the Demised Premises or any part of the building, or any part of the adjacent

Premises or to any person caused by any act default or negligence of the Lessee or agents and invitees of the Lessee.

- 4.5 To permit the Lessor or his agent/s or authorized contact person by reasonable prior notice, and at all reasonable hours to enter and view the condition of the said Premises.
- 4.6 To use and occupy the Premises for Business and Occupational purposes only and not to assign, sublet, or part with possession of the said Premises without the previous written consent of the Lessor.
- 4.7 To yield up peaceable the said Premises to the Lessor or its agent or nominee at the expiration of the fixed term aforesaid in good and tenantable repair and condition except as repaired, rebuilt, restored, altered or added as permitted by the provisions of this Lease apart from ordinary tear and wear, it is the obligation of the Lessee to maintain the Leased property in good order and repair during the entire term of the lease.

**5.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- 5.1 To keep the roof, main walls of the Demised Premises, and the drains, supply and the pipes carrying the same to the Demised Premises in good and tenable repair and condition before handing over the Demised Premises to the Lessee and during the period of occupancy. Further and without prejudice to the foregoing, the Lessor shall perform all major repairs whenever required during the duration of this Agreement.
- 5.2 In case the Premises are damaged by fire, water, thunderstorm amongst others the Lessor shall repay the Rent for the concerned period provided the Lessee has vacated upon the happening of such an event.

**6.0 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:**

6.1 If the Rent hereby reserved or any part thereof shall be unpaid for one (1) month after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed, then and in any of the said cases and so often as the same shall happen it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises and shall not be in breach of the covenants herein contained.

**7.0 NOTICES AND DOMICILIA:**

7.1 If the Lessee shall be desirous of taking a lease of the Demised Premises for any further term after the expiration of the term hereby granted at the rent and on the terms and conditions herein mentioned or hereafter to be agreed, the Lessee shall give notice before the expiration of the term hereby granted to the Lessor of such desire and if he shall have reasonably performed and observed the stipulations herein contained then the Lessor shall let the Demised Premises to the Lessee for a further requested period.

7.2 For the purpose of sending any notice provided for or necessary in terms of this Agreement, shall be the following addresses:

**For Lessor: TEXAS HARDWARE LIMITED**

Postal Address: 2647, MWANZA

Telephone: +255767740075

Email Address: [info@texastz.com](mailto:info@texastz.com) / [accounts@texastz.com](mailto:accounts@texastz.com)

**For Lessee: ORBIT HEALTHCARE SERVICES (T) LIMITED  
(of the Lessee)**

Postal Address: 14449, Kinondoni, Morocco, Dar-es-Salaam, Tanzania

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**8.0 TERMINATION OF THIS AGREEMENT:**

This Agreement is fixed for a period of twelve (12) years, this Agreement cannot be terminated either by the Lessor or the Lessee except for reasons mentioned in the above Clauses of this Agreement.

**9.0 GOVERNING LAW AND DISPUTE CLAUSE:**

All matters from or in connection with this Agreement shall be governed by the laws of Tanzania. Any disputes arising from or in connection with this Agreement shall be resolved amicably failure of which it shall be referred to a court or tribunal with competent jurisdiction within Mwanza.

**10.0 WAIVER:**

No failure or delay by any party to exercise any of his rights herein shall operate as a Waiver thereof nor shall any single or partial exercise of any such right preclude further exercise thereof.

**11.0 AMENDMENT:**

11.1 The provisions of this Agreement may be amended from time to time by the Parties and such modifications as the Lessor may agree shall be in writing and supplemental to this Agreement.

11.2 Amendments, additions or deletions to any of the clauses in this Agreement shall only be effective if made in writing and signed by the Parties.

IN WITNESS whereof this Agreement has been executed and delivered as in the manner shown hereunder.

SEALED with the COMMON SEAL of the said

**TEXAS HARDWARE LIMITED**

and DELIVERED in our presence this 02 day of

JANUARY 2023

Name: JONEX JOEL KINYONYI

Signature: [Signature]

Postal address: 2647 MWANZA

.....

Qualification: DIRECTOR

Name: HELLEN JONEX KINYONYI

Signature: [Signature]

Postal address: 2647 MWANZA

.....

Qualification: DIRECTOR

SEALED with the COMMON SEAL of the said

**ORBIT HEALTHCARE SERVICES (T) LIMITED**

and DELIVERED in our presence this \_\_\_\_\_ day of

\_\_\_\_\_ 2023

Name: DR. KAZIM. A. DHALCA

Signature: [Signature]

Postal address: P.O. BOX 14449

DAR-ES-SALAAM, TANZANIA

Qualification: MEDICAL DIRECTOR



Name: HARI PRASAD . P

Signature: P. Prasad

Postal address: 14669

DAR ES SALAAM

Qualification: GENERAL MANAGER