

**COMMERCIAL**

**LEASE**

**IN RELATION TO**

**SHOP NO.: 2.06 (B)**

**VIVA TOWERS**

**294 AND 295 ALI HASSAN MWINYI ROAD**

**DAR ES SALAAM**

**TANZANIA**

**DRAWN BY:**

**VIRGIN PLAZA LIMITED  
P.O. BOX 7177,  
DAR ES SALAAM,  
TANZANIA.**

## LEASE

THIS LEASE is made on the 25 day of JANUARY 2023

### BETWEEN

**M/S VIRGIN PLAZA LIMITED**, a private limited liability company registered in Tanzania whose registered office is at Plot No. 294 and 298, Ali Hassan Mwinyi Road, Post Office Box 7177, Dar Es Salaam, Tanzania, (Hereinafter referred to as '**The Landlord**' which expression shall include unless inconsistent with the context the successors and assigns in title) of the one part.

### AND

**M/S NRM LOGISTICS of P.O. Box 77637, Dar es Salaam, Tanzania**, a Limited Liability Company, incorporated in the United Republic of Tanzania, (hereinafter called "**The Tenant**") which expression shall where the context so admits include its successors in title of the other part.

**NOW THIS LEASE WITNESSETH** as follows:

#### 1.0 DEFINITIONS AND INTERPRETATION

For purpose of this Lease the following words shall have the following meanings:

**"Assignee"** shall mean any sub-Tenant approved by the Landlord as envisioned in Clause 3.15;

**"Building"** shall mean the building in which the Leased Premises is located also known as Viva Towers;

**"Confidential Information"** shall mean privileged information shared between the Parties to this Agreement relating to the business of the parties contained herein or supplied by either party in the course of this Agreement and communicated as privileged.

**"Commercial Space"** shall mean Basement area, Ground Floor, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor which shall be leased for commercial purposes only.

**"Built-Up Area"** shall mean carpet area, common facilities, corridors, escalators and lifts etc.

**"Contractual Term"** shall mean the period commencing from the 15<sup>th</sup> day of February 2023, for the term of One (01) year and expiring on the 14<sup>th</sup> day of February 2024

**"Leased Premises"** shall mean **SHOP NO. 2.06 (B)**, Plot Nos. 294 and 295, Ali Hassan Mwinyi Road, Dar es Salaam, Tanzania Basement area, Ground Floor, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor

**"Parking Floors"** for Commercial purpose shall mean the 3<sup>rd</sup> Floor and 4<sup>th</sup> Floor.

**"Rent"** shall mean the payment of monthly rent as stipulated at Clause 2.1 of this Lease

## **LEASE PERIOD, RENT & SERVICE CHARGE**

**IN CONSIDERATION** of the Rent and the Tenant's covenants hereinafter reserved and contained, the Landlord hereby demises unto the Tenant all that **Built-up Area measuring 27 square meters on the Second Floor, Shop No.: 2.06 (B** (hereinafter called "**Leased Premises**") of the building situated at Viva Towers (hereinafter called "**the Building**") on Plot No Plot Nos. 294 and 295, Ali Hassan Mwinyi Road, Dar es Salaam, Tanzania (the said Leased Premises being more particularly described in the First Schedule hereto and delineated on the Plan annexed hereto and thereon marked red).

The Term of this Lease shall commence from **15<sup>th</sup> day of February, 2023** for the term of **One (01) year** and expire on the **14<sup>th</sup> day of February, 2024**, (hereinafter called "**the Contractual Term**") subjected to the provisions hereinafter appearing: -

- (i) The monthly rent of **United States Dollars Two Hundred and Seventy-One Only (USD 271.00), plus VAT**. The said rent shall be subject to review at landlord's discretion; yielding and paying **Quarterly** in advance without any deductions, except such deductions as may be required by statute from time to time. Prior to reviewing the rent, the Landlord shall give three months' written notice of intention to review the said rent to the Tenant.
- (ii) To pay the Landlord without any deduction by way of further and additional monthly **Service Charge of United States Dollars Eighty-One Only (USD 81.00), plus VAT** based on the built-up/carpet area. The Service Charge shall be subjected to review at Landlord's discretion; yielding and paying service charge **Quarterly** in advance. Service charge shall cover fees payable for security, servicing of air-condition, lighting in common areas, water, cleaning of common areas, general upkeep, electrician & plumber for general maintenance services & maintenance of elevators and escalators, servicing & maintenance of generator, etc.
- (iii) The Landlord has agreed to provide **One (1) parking slot** for the tenant's use without any extra charges as part of this Lease for the contractual term.
- (iv) All the Invoices shall be issued in United States Dollars and Tanzanian Shillings at the Exchange Rate of the Bureau de Change on the day the Invoices are issued.
- (v) The Tenant Shall pay to the Landlord all the above payments by Cheque or Swift Transfer in below mentioned bank details:

<b>NAME OF COMPANY:</b>	<b>VIRGIN PLAZA LIMITED</b>
<b>NAME OF BANK:</b>	<b>I&amp;M BANK (T) LTD</b>
<b>BRANCH:</b>	<b>MAKTABA BRANCH</b>
<b>ACCOUNT NO:</b>	<b>30006561002 – USD</b>
	<b>30006561001 – TZS</b>
<b>SWIFT CODE:</b>	<b>IMBLTZTZ</b>

- (i) The Contractual term shall be renewable upon the tenant issuing Five (5) weeks written notice prior to the expiry of the Contractual Term to the Landlord of their intentions to renew the Lease Agreement, The Landlord shall have a right to refuse or accept the notice, when the Landlord refers, such refusal shall be communicated to the Tenant One (1) month before the expiry of the Contractual Term
- (ii) When the Contractual Term expires and when there is no notice of renewal the Tenant shall be required to vacate the demised premises, The Tenant's action to continuing staying in the demised premises shall be taken as an automatic renewal of the Lease Agreement.

#### **TENANT'S COVENANTS:**

The Tenant hereby covenants with the Landlord: -

#### **Rent & Other Payments:**

To pay the rent on the days and in the manner set out in this Lease without any deductions except as aforesaid.

To pay and to indemnify the Landlord against:

- (i) All rates, taxes, assessments, duties, charges, impositions and outgoings including VAT which are now or during the Contractual Term shall be charged, assessed or imposed upon the Leased Premises or upon the owner or occupier of them, **PROVIDED** that this covenant shall not oblige the Tenant to pay any taxes which are, by statute, payable by the Landlord.
- (ii) In addition to Rent, Stamp Duty (or any Tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord for such payment, save where such tax is by law recoverable from the Landlord.
- (iii) Within **Seven (7) days** from the date of receiving **Two (2) Copies** of this Lease to pay to Tanzania Revenue Authority, Stamp Duty of the amount which shall have been assessed by the Stamp Duty office and to return to the Landlord one copy of the Lease dully stamped and executed.
- (iv) Tenant shall deduct the Withholding Tax at the prevailing rate (Presently 10%) as required under section 82 of Income Tax Act and must produce to the Landlord the Withholding Certificate in the manner prescribed under Sec. 85 of Income Tax Act with proof of payment.

- For claiming this withholding tax, Landlord has every right to ensure that Tenant has made the payment of Withholding Tax to the Tanzania Revenue Authority.
- For avoidance of doubt, the Tenant must provide the Withholding Tax Certificate and proof of payment within thirty days from the end of the month in which deduction is made, failure of which the landlord shall exercise his powers and recover the same amount from the Tenant

**(v) To Deposit the equivalent of United States Dollars ONE month's rent United States Dollars Three Hundred and Twenty-Five Only (USD 325.00) (without deduction of any sort) to the Landlord as a security deposit which will be refundable to the Tenant (without any interest accruing (upon expiry of the Contractual Term of termination of this Lease provided that the Tenant has complied with all covenants of this Lease. This clause is not applicable for those who had paid it earlier.**

**(vi) Handing Over and Taking Over the Leased Premises**

- a. The Tenant shall do the preliminary handing over of the Leased Premises with the Landlord, a day before termination or end of contractual period, whereby all the formalities of handing over the Leased Premises to the Landlord are done.
- b. Any Charges for any repairs work to be done to the Leased Premises by the Landlord; the Tenant has to settle the said amount.
- c. The final taking over inspection of the Leased Premises shall be done on the day of the expiry of the contract. The Deposit amount balance, if any will be than processed and paid accordingly.
- d. To remove any additions, alterations or improvements made to the Leased Premises at the expiration of the Contractual Term if so required by the Landlord to the reasonable satisfaction of the Landlord or its surveyor and to repair any parts of the Leased Premises which may be damaged by such removal. Such additions, alterations and improvements include but are not limited to;

The removal of all fixtures and fittings, interior work and/or alterations to the leased Premises; and

The restoring of the ceiling, window glass, doors and locks; and

The restoration of the walls and floor tiles; and

The repair of any damage to the walls and or the repainting thereof; and

The replacement or repair of any broken, damaged or missing fixtures; etc.

- e. 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.
- f. For the avoidance of doubt it is hereby recorded that the Tenant is allowed to undertake any reinstatement of the leased Premises and hand over the leased Premises to the Landlord within fourteen (14) days from the last day of the lease period whether by way of expiry of the lease term or of an earlier termination thereof.
- g. The final taking over inspection of the Leased Premises shall be done on the day of the expiry of the contract. and any items which have not been attended to in terms above shall be reinstated by the Landlord at the cost of the Tenant, and such amount shall be paid by the Tenant to the Landlord upon demand. The Deposit amount balance, if any will then be processed and paid accordingly

**Penalty Clauses due to Delay in Payments:**

- (i) If the Tenant fails to pay rent or service charges or any other sum due, under this Lease within **Twenty-One (21) days from the due date as indicated in the Invoice** (whether formally demanded or not), the tenant shall be liable to pay to the Landlord **Interest at the rate of 2% penalty/interest per month** to be paid in fully for that particular month.
- (ii) Upon default of the payment by the Tenant after due date, the Landlord shall disconnect the power (electricity) of the Tenant as the said system is linked with Landlords accounts department.
- (iii) Upon disconnection of power (electricity), further grace period of **three (3) days** shall be given to the Tenant to pay the outstanding amounts with the said penalties. If the Tenant still fails to pay then;
- (iv) The Landlord shall lock the said Premises and a demand notice from the Lawyers shall be issued. During this dispute period the Tenant shall not have the right of entry to the said premises.

- (v) The Lawyers' fees for the demand notice and any other expenses incurred in locking the said premises, court cases, transport charges or any other charges involved in this process shall be borne by the Tenant.
- (vi) The Landlord shall also reserve the right to forfeit the security deposit of the Tenant in failure to pay the rent and any other charges.
- (vii) The Landlord reserves the right to at any time during any term of this Lease and upon thirty (30) days written notice, **Terminate and cancel this Lease**, in lieu of default of payment, in which event this Lease shall terminate as of the date specified in such Termination Notice.

**Charges for Utilities:**

To pay the utility authorities or suppliers all charges for telephone, internet, electricity, garbage collection, gas and any other services consumed or used at or in relation to the Leased Premises.

**Repair, Cleanliness & Replacement of Fixtures:**

**Ordinary Maintenance:**

The Tenant shall maintain the Leased Premises in good repair and tenable condition during the continuation of this Lease except for reasonable wear and tear, damage by the elements of Force Majeure.

**Destruction or Legal Incapacity with regard to Premises:**

Whenever the Leased Premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event, this Lease shall at the option of the Tenant, immediately terminate. In case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at the Tenant's option. Should Tenant exercise this option, they shall provide thirty (30) days written notice to the Landlord and no rent shall accrue to Landlord after such termination which shall be effective as of the date of such destruction or damage.

To repair the Leased Premises and keep it in good and substantial condition and to rectify any damage to the Leased Premises, where such damage is in consequence of any act or default of the Tenant or anyone at the Leased Premises expressly or by implication with the Tenant authority and under the Tenant's control.

To clean the Leased Premises and keep it in a good condition.

To replace the Landlord's fixtures and fittings, if any, in the Leased Premises which may be or become beyond repair at any time during or at

the expiration of the term as a result of any act, omission or negligence on the part of the Tenant.

### **LIMITATION OF LIABILITY**

The Landlord shall not be responsible for any damage to or loss of any stock-in-trade, equipment, machinery, raw materials, papers or other articles kept in the Premises (whether the Property of the Tenant or that of any one else) caused by rain, hail, lightning or fire or by reason of riots, strikes or State's enemies or as a result of theft or burglary (with or without forcible entry), leakage or the interruption of power or services, or vandalism or for any other cause whatsoever, nor shall the Landlord be responsible for any personal injury which may be sustained in or about the Premises by any of the directors, servants, agents, customers or invitees of the Tenant or any other person whatsoever or howsoever such injury may be caused. The Tenant shall have no claim for damages against the Landlord and may not withhold or delay any payment due to the Landlord by reason directly or indirectly of a breach by the Landlord of any of its obligations under this lease.

There shall be separate liability between the Tenant and its Directors in respect to performance of their duties in this Agreement. In the event the Tenant or Directors default in their personal capacity, they shall be held liable separately from the Company.

The Directors of the company shall be liable upon default in discharging their duties and if such default leads to breach of this Agreement they shall compensate the Landlord separately from the Company.

### **DOMICILIUM CITANDI ET EXECUTANDI**

The parties choose as their domicila citandi et executandi for all purposes under this Agreement, whether in respect of court processes, notices, agreements, renewals or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses and numbers:

All communication addressed to the Landlord, regarding agreements, renewals notices, etc should be done via email or letter on below mentioned address:

For the Attention of: Ms. Athiya Karume  
Name of Company: VIRGIN PLAZA LIMITED  
Postal Address: P.O. Box 7177 Dar es Salaam  
Email: [info@vivatowers.com](mailto:info@vivatowers.com)  
Cell No.: +255 625 555 545 / +255 623 333 306

All communication addressed to the Landlord, regarding maintenance works or anything related to building should be done via email on the address specified below:

For the Attention of: Mr. Mustafa Ibrahim Fakir,  
Cell Number: +255 715 890921, +255 786 482232  
Email: [maintenance@vivatowers.com](mailto:maintenance@vivatowers.com)

All communication from the Tenant, regarding renewal agreements, maintenance works or anything related to building should be done via email on the address specified below:

For the Attention of: Mr. Riziki Abdallah Shaweji  
Name of Company: Nrm Logistics  
Postal Address: P.O. Box 77637, Dar es Salaam  
Email: shaweji61@gmail.com  
Cell No.: +255 762 373 737 / +255 713 137 328

In case of any change of address of one party, such party shall notify the other party in respect of such change in writing or via email.

All communications to be done via writing or email by **the Landlord and the Tenant**, if not done so it shall not be accepted.

Any notice to a party,

delivered by hand to an authorized signatory or representative as during ordinary Business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery, or;

sent by pre-paid first-class post or registered post stipulated in clause 4.4.1, shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

#### **Waste and Alterations:**

The Tenant shall pay additional garbage/waste charges to the Utility Company as per Government rates applicable.

The Tenant shall inform the Maintenance Company to collect all the waste from the Leased Premises twice a day. The Tenant should keep said waste ready for the collection by the workmen.

The Tenant shall not keep/throw any garbage outside the lobby area of Leased Premises, in any case if the garbage needs to be collected more than

twice a day then The Tenant should seek assistance form maintenance office for collection of such type of Garbage.

#### **Alterations:**

During the term of this Lease, Tenant may carry out at its own expense any renovations and improvements to the Leased Premises that the Tenant considers desirable provided that no such alterations should be carried out on the Leased Premises without:

Obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents.

Making an application to the Landlord in writing supported by drawings and where appropriate a specification in duplicate, prepared by an architect or member of some other appropriate profession (who shall supervise the work throughout to completion).

Paying the reasonable fees of the Landlord and Landlord's professional advisers in connection with the approval of such alterations, and

Entering into such covenants as the Landlord may reasonably require in relation to the execution and performance of the alterations.

#### **Relocation**

Any relocation of the Tenant to any other Premises of the Landlord (whether requested by the Tenant or Landlord) will be undertaken after the parties have negotiated and agreed upon the terms of the relocation which include, but are not limited to, the costs thereof, the responsibilities of the parties to pay such costs, the obligations of each party, the time-frame of the relocation, the effect the relocation may have on the Tenant's Business and any changes in the terms of lease resulting from the relocation;

Where the Landlord requests the relocation of the Tenant to a different Premises, the Landlord shall give not less than 6 months written notice of such relocation to the Tenant. The notice shall include reasons for the request, details of the Premises to which the Landlord desires the Tenant to relocate and proposed changes to the terms of the lease Agreement which will result from the relocation.

Where the Tenant requests to be relocated to another Premises of the Landlord, the Tenant shall make such request in writing to the Landlord providing reasons for the request.

When the Landlord has requested a relocation in terms of clause 4.8.2 above and the parties have attempted the negotiations in terms of clause 4.8.1 above but the parties cannot reach an agreement on the same, the either

party shall be entitled to terminate this Agreement. The termination of this Agreement will take effect from the date on which the relocation was to have occurred or any date thereafter as the parties deem fit.

**User Clauses:**

**Abandoning Premises:**

Not to cease carrying on business in the Leased Premises or leave the Leased Premises continuously unoccupied for more than one month without notifying the Landlord in writing for the reasons for leaving the Leased Premises unoccupied and indicating the date upon which the Tenant intends to resume occupation and during the period of inoccupation proving such caretaking or security arrangements as the Landlord shall reasonably require and the insurers shall require in order to protecting the Leased Premises from vandalism, theft, damage or unlawful occupation.

**Use of Car Park:**

To comply with managements rules and regulations regarding use of the Car Park which may be amended by management from time to time including (but subject to amendment by management from time to time) the rules set out hereto as Annexure 2.

**Pollution:**

Not to discharge into the Pipes serving the Leased Premises any oil or grease or any dangerous objects or poisonous explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipe will not be corrosive or otherwise harmful to the Pipes or cause obstruction or deposit in them.

**Ceiling Loading:**

Not to suspend anything from the walls or ceiling of the Leased Premises or use the same for storage of goods or place weight on them without prior notifications and consent from the Landlord.

**Machinery:**

Not to install or use in our up the Leased Premises any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby premises or outside the Leased Premises or which may cause structural damages.

### **Heating, Cooling and Ventilation:**

- (i) Not to do anything that interferes with the heating, cooling or ventilation systems of the building or which imposes an additional load on any heating, cooling or ventilation plant and equipment in the Leased Premises or the Building.
- (ii) Not to operate the ventilation equipment in the Leased Premises otherwise than in accordance with the regulations for such purpose made by the Landlord from time to time.

### **Fire Hazards:**

The Tenant shall not at any time bring or allow to be brought or kept on the Leased Premises, nor permit to be done in the Leased Premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may be liable to become void or avoidable or whereby the premium for any such insurance may be increased.

The Tenant agrees that where any premium is increased upwards due to the Tenant's breach of the above provision, the Tenant will be liable for any such increase.

### **Other user clauses:**

- (i) Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) upon the Building or the Leased Premises without the prior written consent of the Landlord.
- (ii) Not to affix or exhibit on the outside of the Leased Premises or to or through any window of the Leased Premises nor display anywhere on the Leased Premises any placard, sign, notice, fascia board or advertisement except any sign (hereinafter referred to as "Signage") permitted and approved in writing by the Landlord and furthermore the Tenant shall be fully responsible for any government levies or taxes which may arise from the erection or display of such Signage.
- (iii) Not to affix or exhibit in the common areas of the Building or other Commercial space other than the Leased Premises any Signage unless such Signage has been permitted and approved in writing by the Landlord and furthermore the Tenant shall be fully responsible for any government levies or taxes which may arise

from the erection or display of such Signage as well as any additional fees to be charged by the Landlord for Such Signage.

- (iv)** Not to object to the Landlord's free right to display, erect or construct any signage, decoration or other constructions or renovations in the common areas of the Building or other Commercial Space other than the Leased Premises.
- (v)** Not to make, break, alter or change in anyway the connection of the pipes that serve the Leased Premises without the Landlord's prior written consent other than in accordance with plans and specifications approved by the Landlord and subject also to consent to make such connections having been previously obtained from the competent statutory authority.
- (vi)** Not to do in or near the Leased Premises any act or thing by reason of which the Landlord may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation costs, charges or expenses. The Tenant agrees that where penalty, damages, compensation costs, charges or expenses is increased upwards due to the Tenant's breach of the above provision, the Tenant will be liable for any such amount.
- (vii)** Without prejudice to the generality of the above to comply in all respects with the provisions of any statute any other obligation imposed by law by any by-laws applicable to the Leased Premises or in regard to carrying on the trade or business for the time being carried on the Leased Premises.
- (viii)** Not to do nor allow to remain on the Leased Premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Landlord or its other Tenants or to the owner or occupiers of the adjoining buildings.
- (ix)** Not to use the Leased Premises as a venue for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purposes.
- (x)** Not to use the Leased Premises other than for office purposes or carrying out the Tenant's licensed and authorized business.

- (xi) Not to darken or obstruct any windows or light belonging to the Leased Premises.
- (xii) Not to keep or bring any pets or any other live animals into the Building or the Leased Premises.
- (xiii) Not to hold the Landlord responsible for any loss or damage suffered by the Tenant due to failure, disconnection or otherwise lack of water or electricity to the Leased Premises.
- (xiv) To indemnify and keep the Landlord indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage on liability caused by or arising from the use of the Leased Premises by the Tenant or its servants, guests, customers, and agents on the Leased Premises.
- (xv) To comply with all the municipal and health regulations relating to the Leased Premises.
- (xvi) To ensure that, in case of any damages caused to the Landlord's property during loading and offloading goods within the Leased Premises, the person responsible for such damages shall be required to pay for such damages.
- (xvii) To ensure that the Landlord shall not be responsible for security or safe keeping of the Tenant's goods, property or the goods or property of the Tenant's guests or clients in the Building or the Leased Premises, and the Landlord shall not be liable for any loss or damage to Tenant's goods, property or the goods or property of the Tenant's guests or clients in the Building or the Leased Premises, howsoever, caused.
- (xviii) To comply with the business opening hours for all Shop and Offices which shall be between 8.00 am to 10.00 pm. except for Restaurants in which case the closing hours will be 12.00 midnight.

**Landlord's Right of Entry:**

**To Permit the Landlord:**

- (i) To enter upon the Leased Premises at reasonable times and upon reasonable prior notice for the purpose of ascertaining that the

covenants and conditions of this Lease have been observed and performed.

- (ii) To view the state of repair and condition of the Leased Premises.
- (iii) To give to the Tenant (or leave upon the Leased Premises) a notice specifying any repairs, cleaning maintenance and painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant to execute the same as soon as reasonably practicable.

If within two months of the service of such a notice the Tenant shall not have commenced and or be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four months or if in the Landlord's reasonable opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Leased Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses properly incurred by the Landlord (including legal costs and surveyor's fees) within fourteen days of receipt of a written demand.

**Sub-let and Assignment:**

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 Lease Premises or permit another person to occupy the whole or any part of the Leased Premises.

Not to assign, underlet or charge or part with the possession of the Leased Premises.

Not to assign underlet or charge in part or in whole the Leased Premises without the prior written consent of the Landlord and provided that such approved sublet is made to a Tenant of acceptable standing and financial strength to the satisfaction of the Landlord (hereinafter referred to as the "Assignee").

Prior to any permitted assignment to procure that the Assignee enters into direct covenants with the Landlord to perform and observe all the Tenant's covenants and all other provisions of this Lease during the residue of the Contractual Term by way of a Sub-Lease.

That each and every permitted Assignee Sub Lease shall be granted for the residue of the Contractual Term then remaining (less a nominal reversion) without any fine or premium at a rent not less than the then open market rental value of the Leased Premises to be approved by the Landlord prior to

any such sub lease or the Rent then being paid (whichever shall be the greater) 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 Landlord as shall be deemed necessary to make such sub lease subject to all the terms and conditions of this Lease mutatis mutandis.

Notwithstanding clause 3.15.1 the Tenant may share the occupation of the whole or any part of the Leased Premises with, in the case of an intergovernmental organization, another organization affiliated to it or, in the case of a company, a company which is a member of the same group as the Tenant for so long as both companies shall remain members of that group and otherwise than in a manner that transfers or creates a legal estate.

**Indemnity for Non-Statutory Expense:**

To pay to the Landlord on an indemnity basis all reasonable and proper costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to legal counsel surveyors and bailiffs) properly incurred by the Landlord in relation to or incidental to:

- (i) Every and any application made by the Landlord for a consent or license required by the provisions of this Lease whether such consent or license is granted or refused or preferred subject to any lawful qualifications or condition or whether the application is withdrawn (but not where consent is unreasonably withheld or proffered subject to unreasonable conditions contrary to the express provisions of this Lease)
- (ii) The recovery or attempted recovery of arrears of Rent or other sums due from the Tenant.
- (iii) Any steps taken in contemplation of or in direct connection with the preparation and service with good cause of a schedule of dilapidation during or within six months after the expiration of the term but in all respects relating to matters arising during the Term.

To be responsible for and to keep the Landlord fully indemnified against all damages, losses, costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

- (i) Any act, omission or negligence of the Tenant or any persons at the Leased Premises expressly or impliedly with the Tenant's authority and under the Tenant's control, or
- (ii) Any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any other related matters.

**Notice of Re-Letting:**

To permit the Landlord at any time during the last six months of the Contractual Term and at any time thereafter (or sooner if the rents or any part of them shall be in arrears and unpaid for longer than **twenty eight days (28)**) to enter upon the Leased Premises and affix and retain anywhere upon the Leased Premises a notice for re-letting the Leased Premises and during such period to permit persons with the written authority of the Landlord or its agent at reasonable times of the day to view the Leased Premises.

**Yielding Up:****At the expiration of the Term:**

To yield up the Leased Premises in good and substantial repair in accordance with the terms of this Lease. Provided that the Tenant shall pay a sum of equivalent to any loss of rent incurred by the Landlord (which shall be calculated at the open market rent for the Leased Premises) during such period as is reasonably required for the carrying out of works at the expiration of the Contractual Term by reason of any breach of repairing and decorating covenants.

To give up all keys of the Leased Premises to the Landlord, and

To remove all signs erected by the Tenant in upon or near the Leased Premises and immediately to make good any damage caused by such removal.

To reinstate the Leased Premises back to its original state, as handed over by the Landlord to the Tenant, and to do so prior to the final taking over inspection of the Leased Premises.

**Viewings:**

To permit and afford all cooperation upon reasonable notice at any time during the Contractual Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest to view the Leased Premises without interruption or intervention.

**Notices:**

Upon becoming aware of the same to give notice to the Landlord of any defect in the Leased Premises which might give rise to an obligation on the Landlord 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 Landlord pursuant to any law.

To give full particulars to the Landlord of any notice, directions, order or proposal for the Leased Premises made, given or issued to the Tenant by any public authority within seven (7) calendar days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice or direction or order and at the request of the Landlord the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any notice, direction order or proposal as the Landlord shall reasonably deem expedient.

#### **New Government Levies:**

In the event that the Government of the United Republic of Tanzania or any subdivision or agency thereof imposes any new or additional taxes, levies or imposts relating to the tenancies that are payable by Tenants; the tenants agree that it shall be responsible for such new or additional taxes, levies or imposts relating to this Lease.

#### **THE LANDLORD'S COVENANTS:**

The Landlord covenants with the Tenant to permit the Tenant to peacefully and quietly hold and enjoy the Leased Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

To keep the Leased Premises and other parts of the building insured against loss or damaged by fire and in case of damage or destruction by fire unless the insurance moneys become irrecoverable through any act or default of the Tenant to re-building and reinstate the same as speedily as possible.

At the Landlord's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Building that are required in order to comply with the requirements of any statute (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 Landlord, the Tenant or any other occupier provided that the Landlord shall not be responsible for matters which are the express liability of the Tenant under these Lease.

In the event of breach, fault, or noncompliance hereunder by the Landlord, the Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach default or noncompliance. For the **ninety (90) business days** following the giving of the notice(s) required by the foregoing (or such longer period of time as may be reasonably required to cure a matter which due to its nature, cannot reasonably be cured within **ninety (90) business days**, Landlord shall have the right to cure the breach, default, or noncompliance involved. If Landlord shall not have performed or commenced performance within such **ninety (90) days** period and diligently pursue the matter to completion then

the Tenant may, in addition to its other remedies hereunder, cure any such default and pay any such lien or claim save that the Tenant shall not, without an express court order, have the right to deduct the cost of such cure from the rent thereafter becoming due. Nothing herein contained shall be construed as imposing any obligation upon the Tenant to perform the Landlord's obligations, nor shall performance by the Tenant be construed as obligating the Landlord to continue such performance.

## **CONFIDENTIALITY:**

### **Confidentiality of the information.**

During the subsistence of this Agreement, each Party and/or its affiliate(s) shall receive and maintain all confidential information in the strictest confidence that upon disclosure of any information by the Tenant it shall amount to breach of the contractual terms and the Landlord shall be entitled to review the terms and conditions herein including increase of Rent amount and shall have a right to forfeit the Security Deposit and impose any other penalties that it may deem fit and reasonable depending on the extent of damage suffered due to disclosure of information contained herein by the Tenant, its assignees, agents, suppliers or employees or any other person who may have access to this Agreement.

### **Limit to Disclose.**

Each Party and/or its affiliate(s) shall limit disclosure of any confidential information to those of its employees, agents, and representatives on a need-to-know basis. Either Party prior to making disclosure of any confidential information shall exert best efforts to cause the receiving entity(ies) to execute papers and documents to effect substantial compliance with the provisions of this clause.

### **Legal Obligation to Disclose.**

In case Party and/or its affiliate(s) or any of their employees, agents or representatives, becomes legally compelled to disclose any confidential information, such Party shall give sufficient notice to the other Party so as to permit such other Party to seek a timely protective order or other appropriate relief. If such order or order relief cannot be obtained, the Party being compelled to make disclosure shall only make disclosure of that which is legally required and no more.

### **Information in public domain.**

The obligation of confidentiality in respect of confidential information shall not apply to confidential information which is now in, or hereafter comes into, the public domain otherwise than by breach of this Agreement.

### **Copies**

Each Party and/or its affiliate(s) shall make only such notes, sketches, drawings, photocopies or other written or photographic records relating to all confidential information as are absolutely necessary. All such materials shall belong to the Party/or its affiliates to which the confidential information relates and, together with all other tangible expressions of confidential information held by any Party and/or its affiliates(s) shall be returned to the owner forthwith upon the termination of this Agreement.

**TERMINATION CLAUSE:**

Either party may terminate the lease by giving the other party no less than three (3) months' prior notice in writing of such desire. In the event of such termination, the Tenant shall pay the Rent and reasonably observe and perform the covenant on its part hereinbefore reserved and contained.

In the event that the Tenant fails to provide sufficient notice as prescribed above then one (1) month's rent shall be paid and security deposit will be forfeit. This will not offset any part of the dues outstanding as at that date neither shall it prejudice the rights of the Landlord with respect to any other covenants in this Lease.

Then immediately on the expiration of such termination notice everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

In the event that the Landlord issues notice of termination, the Landlord shall refund the balance of any paid but unused portion of Rent and Services, save for that which the Landlord can rightfully deduct to ensure that the Leased Premises is returned to usable condition.

**LAW AND DISPUTE SETTLEMENT:**

- (i) This Lease shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. Any dispute arising from the interpretation of this Agreement shall be determined by the Court or Tribunal with competent jurisdiction in United Republic of Tanzania.

In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

**SEALED** with the **COMMON SEAL** of the said **VIRGIN PLAZA LIMITED** and **DELIVERED** in the presence of us this 25 day of JANUARY 2023

**VIRGIN PLAZA LTD.**  
**P.O. Box 7177**  
**DAR-ES-SALAAM**  
**TANZANIA**

SEAL

Name : VIRAL MANEK

Signature :

Postal Address : P.O. BOX 7177

Qualification/Designation : DIRECTOR

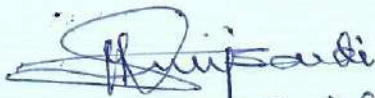
Name : ASIFA FAZAL

Signature :

Postal Address : P.O. BOX 7177

Qualification/Designation : COMPANY SECRETARY

Before me

  
Geoffrey N Saidi



SEALED with the COMMON SEAL  
of the said NRM LOGISTICS  
and DELIVERED in the presence of us  
this 25 day of JANUARY, 2023



Name : RIZKA SHAWETH

Signature : [Handwritten Signature]

Postal Address : 77637

Qualification/Designation : PRESIDENT

Name : MARIAM NGATIJA

Signature : [Handwritten Signature]

Postal Address : 77637

Qualification/Designation : DIRECTOR MANAGER

**BEFORE ME:**

Signature: [Handwritten Signature]

Full Name: NURU JUMA MIAWA

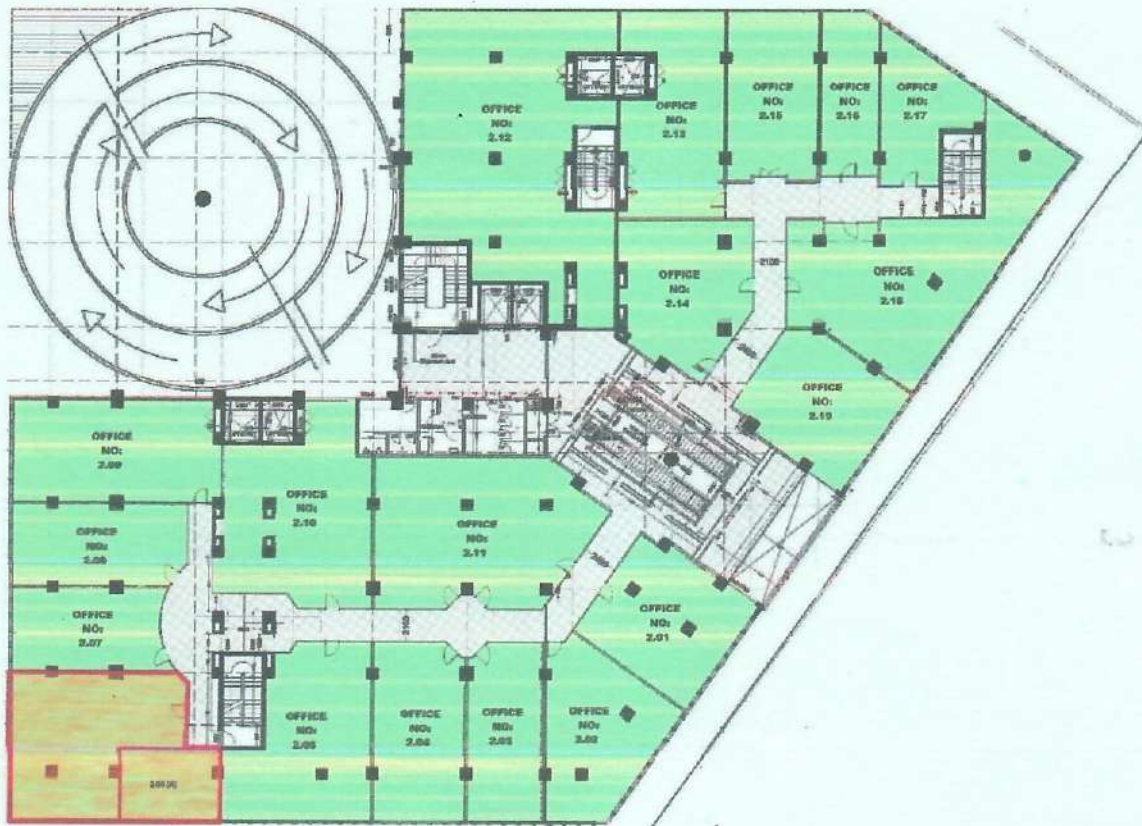
Address: P.O. Box 72632, D.S.A.

Qualification: ADVOCATE



**Annexure 1 – PLAN**

**VIVA TOWERS Second Floor Office LayOut**



## **Annexure 2 - PAY PARKING SYSTEMS**

1. Car parking fees shall be paid yearly/monthly in advance by every user allocated with parking slot and such fees shall be determined by the Landlord. The Parking Fees may be revised at the sole discretion of the Landlord.
2. Time for Commercial car parking shall be from 8.00am to 12.00am (midnight). Any cars found parked after the mentioned time, the management will clamp the vehicle and a penalty will be charged of TZS 50,000.00. (Timings 12.00am (midnight) to 8.00am & after that normal parking fee will be applicable).
3. Tenant's vehicles should be parked in designated car park area which is allotted to them. This applies to Fix parking vehicles only.
4. Any Vehicle parked in No parking area or in other's designated parking the vehicle will be clamped and penalty will be charged of TZS 100,000.00 by the management.
5. In case of any damages caused to Landlord's property during car parking or driving etc within the demised premises, the person responsible for such damages shall be required to pay such damages.