

10th

**LAND ACT, 1999 (ACT NO. 4 OF 1999)
THE LAND REGISTRATION ACT, CAP 334**

LEASE AGREEMENT

Between

TT INVESTMENT LTD

and

VIETTEL TANZANIA PLC

In Respect of

**Office Space on Plot No. 38, South Ursino,
New Bagamoyo Road, Dar es Salaam,**

LEASE AGREEMENT

This **LEASE AGREEMENT** is made this day of 2018

BETWEEN

TT INVESTMENT LTD of Post Office Box 7649, Dar es Salaam (hereinafter called the "**Landlord**" which expression shall include and extend to persons deriving title under the **Landlord**, their successors and assigns) of the one part;

AND

VIETTEL TANZANIA PLC of Post Office Box 34716, Dar es Salaam (hereinafter called the "**Tenant**" which expression shall include and extend to persons deriving title under the **Tenant**, its successors and assigns) of the other part.

PREAMBLE

WHEREAS the **Landlord** is part owner of the property situated at Plot No. 38 South Ursino, Ali Hassan Mwinyi Road, Kinondoni Municipality, Dar es Salaam City (hereinafter called the "**Lease Premises**"); and

WHEREAS the **Landlord** is desirous of letting the said premises to the **Tenant** and the **Tenant** is desirous of renting the same on the terms and conditions as hereinafter appearing,

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1: DEFINITIONS

"Agreement" means this Lease Agreement between the **Landlord** and the **Tenant** dated the 1st of December 2018;

"Parties" mean the signatories to this Agreement;

"Lease Period" means the period of the lease which is five (05) years starting on the 1st December 2018;

"Rent" means the monthly rent of 11.5 United States Dollars (USD) inclusive of 18% Value Added Tax and 10% Withholding Tax;

"Service Charge" included;

"USD" means United States Dollar.

"Average" means the exchange rate obtained as the result of summing the selling rate and buying rate divide by two.

- 1.1. References to the singular include when the context so admits, references to the plural and vice versa and references to Clauses and Annexes are references to Clauses of and Annexes to this Agreement.
- 1.2. Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.3. 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.
- 1.4. If any 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.

ARTICLE 2: THE LEASE

- 2.1. The **Landlord** hereby demises onto the **Tenant** the said Lease Premises for a period of five (05) years (with an option to renew) commencing from 1st December 2018 and ending on 31st November 2023.
- 2.2. **IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained the **Landlord** hereby demises unto the **Tenant** all that area measuring approximately **1108** square meters on the 10th floor (hereinafter "**the demised premises**") in the building situate on Plot No. 38 South Ursino, Ali Hassan Mwinyi Road, Kinondoni Municipality, Dar es Salaam City, to **HOLD** the demised premises unto the **Tenant** for a term of five (05) years commencing from 1st December 2018 and expiring on 31st November 2023 subject nevertheless to the provisions for review, termination and renewal hereinafter contained, yielding and paying therefore during the Term hereby reserved.

ARTICLE 3: RENT PAYABLE

- 3.1. In consideration of the **Lease** stated hereinabove, the Rent is illustrated in the table below:

No.	Fees	Amount per month per each square meter	Note
1	Rental fee	USD 8.5 (in word: United States Dollar Eight and Five cent only)	Inclusive of VAT 18% and WHT 10%

2	Service fee	USD 3 (in word: United States Dollar Three only)	Inclusive of VAT 18% and WHT 5%
	Total	USD 11.5 (in word: United States Dollar Eleven and Five cent only)	Inclusive of VAT 18% and WHT

- 3.2. The Rent as defined in Article 3.1 shall be payable 12 months in advance with effect from the date of commencement of this Lease. After every twelve months payable 12 months in advance.
- 3.3. This Lease Agreement may be renewed under terms and conditions to be agreed by the parties PROVIDED that a written notice is given to the Landlord at twelve (12) months to the date of this Lease or any extension of this lease would otherwise expire.
- 3.4. The Tenant shall pay **one month rent** as deposit security which is United States Dollar Twelve Thousand Seven Hundred and Forty-Two cent only (USD 12,742) as security deposit and refundable after termination of lease agreement with good office condition. The security deposit shall not be considered as the rent for last one month of the agreement nor any other payments due from the **Tenant**.

ARTICLE 4: THE TENANT'S COVENANTS

- 4.1. The **Tenant** hereby covenants to the **Landlord** as follows:
- 4.1.1. To pay rent twelve (12) months in advance, during the said term, the reserved rent punctually with a deduction of withholding tax to be paid to the Tanzania Revenue Authority (TRA) by the **Tenant** on behalf of the **Landlord**;
- 4.1.2. To comply with the Municipal by-laws, rules and Health Regulations relating to the Lease Premises and those affecting the business of the **Tenant** and to obtain or cause to be obtained all authorizations to carry on its business/services at the premises;
- 4.1.3. At all times to keep the interior of the demised premises and the appurtenances thereof including doors, windows and other fixtures and fittings, fastenings electric wires, and the painting and decoration thereof in good and substantial repair;
- 4.1.4. Not to make any alteration or addition or affix or cause to be fixed any sign to the demised premises without first obtaining the written consent of the Landlord Provided that the Landlord shall not unreasonably withhold/ refuse to issue such consent;

- 4.1.5. **Provided Always** that the Tenant shall at his/her own cost and subject to prior consent of the Landlord in writing erect such grills and partitions as required and the Tenant shall make good to the satisfaction of the Landlord all damages occasioned by installing or removing the same;
- 4.1.6. Not to use the demised premises in any way which would create annoyance or nuisance or any danger or damage to the public or neighbors;
- 4.1.7. To use the demised premises for business purposes only provided always that wherever the Tenant wants to use the demised premises for a purpose other than or in addition to the purpose mentioned herein it should do so after consultation with the Landlord and after obtaining written consent from the Landlord;
- 4.1.8. To permit the **Landlord** and his agents and other persons authorized in writing by the **Landlord** to enter the demised premises at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained. The **Landlord** may not, however, gain access to sensitive or secured areas, as determine by the Tenant in its sole discretion;
- 4.1.9. Failure on the part of the **Landlord** to insist on the terms and condition herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term or condition but the same shall continue in full force and effect;
- 4.1.10. To indemnify the **Landlord** against all damages occasioned to the Lease Premises or any part of the building, or any other part to the adjacent premise or to any person caused by any act, default, negligence of the **Tenant**, his employees/servants, relatives or invitees of the **Tenant**;
- 4.1.11. To pay to the **Landlord** by way of further and additional rent a proportionate part of the expenses and outgoings incurred by the **Landlord** in the provision of services therein such as provision of caretakers, electricity in common areas, garbage collection, sewerage, water, minor maintenance, general security and such further and additional rent (hereinafter called the service charge) an amount of U.S Dollars Three Only (USD 3/=) per Square meter paid twelve months **in advance** as defined in Article 3.1.
- 4.1.12. Whenever need arise to paint in a proper and workmanlike manner all the inside walls, wood, iron and other parts with two good coats of paint of suitable quality and color approved in writing by the **Landlord** and also with such painting to wash, cleanse and vanish in a proper and workmanlike manner all internal parts of the demised premises that have been of ought properly be so painted.

- 4.1.13. Not to assign, underlet, sublet or part with the possession of the demised premises or any part thereof without the written consent of the **Landlord**;
- 4.1.14. On the expiration or sooner determined of the lease term to deliver up the demised premises to the **Landlord** with all keys, locks and fasteners in good repair and condition, reasonable wear and tear expected;
- 4.1.15. To pay the stamp duty to TRA.
- 4.1.16. All payments shall be made in Tanzania shillings following the selling rate of Bank of Tanzania on the 1st of November every year.

ARTICLE 5: THE LANDLORD COVENANTS

- 5.1.1 To keep the exterior and main structures of the demised premises in good repair and on receipt of notice from the **Tenant** to remedy any faults needing repairs;
- 5.1.2 **Emergency Repairs.** The **Landlord** agrees to commence, carry out, and complete emergency repairs within forty-eight (48) hours after receiving oral or written notice from the **Tenant**. For repairs that cannot be completed within forty-eight (48) hours, the **Landlord** agrees to present a completion schedule for acceptance by the **Tenant**. For any emergency repairs that the **Landlord** does not handle in this manner, the **Tenant** may undertake the repair at the **Landlord**'s expense. Any funds expended by the **Tenant** in this regard will be deemed prepaid rent and a subsequent rental payment will be reduced by this amount. If all rental payments have been made, the **Landlord** will make a direct refund to the **Tenant**.
- 5.1.3 To ensure sufficient supply of water on the demised premises;
- 5.1.4 While the Lease is in force not to dispose of the Premises without the written consent of the **Tenant**, such consent shall not be unreasonably withheld. If the **Landlord** sells the premises, or defaults under any mortgage, trust deed or trust indenture related to the premises, or if a purchaser or mortgagee duly enters into possession of the premises, the **Landlord** will give to the **Tenant** written notice of the identity of such third party prior to the sale, transfer or assignment. The **Tenant** agrees to become the tenant of the purchaser or mortgagee. If the purchaser or mortgagee is unacceptable to the **Tenant** for any of the foregoing reasons, the **Tenant** may, within sixty (60) days of the receipt of the **Landlord**'s notice, terminate this lease by giving at least sixty (60) days' prior written notice of termination.
- 5.1.5 So far as is practicable and without prejudice to the generality of the foregoing to perform the following services;
 - a) To clean and keep clean reasonably well lighted the said common parts.

- b) To tend and keep tidy and to plant with such flora as the **Landlord** shall deem at its absolute discretion to be appropriate the areas of land within the cartilage of the building (other than the said car parks).
- c) To maintain at all times during normal business hours an adequate supply of water in the toilet accommodation situated in the said common parts.
- d) To supply maintain repair and renew as need be such fire fighting equipment in the said common parts as the Landlord may deem desirable or necessary or as may be required to be supplied and maintained by him by statute or by the fire authority.
- e) To clean and keep clean all windows in the said common parts.
- f) To supply provided purchase maintain renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacles tools appliance materials and other things which the Landlord may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.
- g) To employ such staff as the **Landlord** may at its absolute discretion deem desirable or necessary to enable it to carry out or maintain the said services or any of them and for the general conduct management and security of the building and all parts thereof.

PROVIDED ALWAYS THAT the **Landlord** may at its absolute discretion withhold or extend, vary or make any alteration in the rendering of the said services or any of them from time to time at its management of the building.

5.1.6 To pay all site rates, land rent or other statutory impositions during the currency of the said term; levied by Kinondoni Municipal or any other authority or person concerned;

5.1.7 To permit the **Tenant** and others authorized person with free of charge to:

- a) Place and install the BTS site(s) and its accompanied equipment on the roof of the Lease Premises Building;
- b) Place and install a server room inside the Lease Premises to provide service regarding daily activities of the Tenant;
- c) Reserve at least ten (10) car parking inside and twenty (20) car parking outside.
- d) Install pano(s) for advertisement purpose at three sides of the Lease Premises Building, which are the left side, front side, and right side of the Building.
- e) Install Halotel branding name including, without limitation to; illuminated signs and paint at locations detailed in Annex 1 attached to this Agreement.

5.1.8 That the **Tenant** paying the Rent, observing and performing the several covenants and conditions as hereinabove on his part, shall peacefully hold unto and enjoy the tenancy of the Lease Premises throughout the term herein created **WITHOUT** interruption by the **Landlord** or any person rightfully claiming under or in trust for the **Landlord**;

5.1.9 That during the continuance of the Lease to remedy any major or structural faults affecting the convenience and proper use or occupation of the Lease

[Handwritten signatures and initials in blue ink]

Premises within reasonable time after their occurrence provided that such faults are not attributable to the neglect on part of the **Tenant**, his agents and/or employees or servants;

ARTICLE 6: THE LANDLORD AND TENANT'S DECLARATION

6.1. The **Landlord** and the **Tenant** hereby expressly agree and declare that:

6.1.1 If at any time during the term herein granted the Lease Premises or any part thereof are damaged or destroyed making the same unsuitable for the business purpose or by any cause whatsoever other than by the acts or negligence of the **Tenant** or their servants and or licensees and the Lease Premises are not restored within sixty (60) days after such damage or destruction, then and so often as it happens the Rent hereinabove reserved or a fair and just proportion thereof based on the nature and extent of the damage shall as from the expiration of the said period of sixty (60) days be suspended for as long as the Lease Premises or the damaged or destroyed part thereof remains unfit for use by reason of such damage or destruction.

6.1.2 If and whenever, during the said term any instalment of the said rent hereby reserved or made payable remain unpaid Thirty (30) days after becoming payable, whether formerly demanded or not; or if and whenever there shall be covenants and conditions conferred or implied in this lease and on the part of the **Tenant** to be observed and performed; or if the **Tenant** becomes bankrupt for any reason whatsoever, it shall be lawful for the **Landlord** at any time thereafter notwithstanding any previous waiver of re-entry, to enter into upon the Lease Premises or any part thereof and repossess the Lease Premises. Upon such entry unto the Lease Premises the said term shall absolutely cease and determined but without prejudice to any rights or remedies which shall have accrued to the **Landlord** against the **Tenant** in respect of antecedent breach of any of the covenants herein contained or any breach or non-observance thereof.

ARTICLE 7: NOTICE AND RENEWAL OF THE AGREEMENT

The Parties may renew this Agreement by giving each other a notice in writing three (3) calendar months prior to the expiry of this Agreement. Such notice and any other communication or notice by the Parties shall be deemed to have been duly given or made when it shall be delivered by hand to the party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or/and at such other address as such party shall have designated by notice to the other party giving such notice.

ARTICLE 8: TERMINATION OF THE LEASE

- 8.1. This lease shall come to termination upon the occurrence of the following:
- Death or bankruptcy of the Tenant;
 - Continued breach of the terms of this Agreement by either party;
 - Demolition of the demised premises;
 - Fundamental Change of circumstances rendering it impossible for the parties herein to maintain this Agreement (including but not limited to the Tenant's projects ending therefore no longer requiring the office space).
- 8.2. The **Tenant** shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give three-month *Notice of Termination of the Lease* in writing to the **Landlord** or in lieu of the Notice the **Tenant** shall pay Three (3) month's rent to the **Landlord** PROVIDED ALWAYS that the notice shall never operate as a waiver to the requirement of twelve (12) months advance rent payment. Upon expiry of the **Tenant's** notice and upon surrender of the vacant possession of the lease premises the **Landlord** shall refund to the Tenant the balance of any prepaid rent for the unexpired term.
- 8.3. The Landlord shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give a six-month *Notice of Termination of the Lease* in writing to the **Tenant** and refund to the **Tenant** the balance of any prepaid rent for the unexpired term upon surrender of the vacant possession of the lease premises.

ARTICLE 9: DISPUTES

In any dispute arising over the interpretation of this lease and notwithstanding the existence of any translated versions whether signed or unsigned, the signed English language version of the lease will exclusively and conclusively control. Any disputes arising between the parties concerning this lease that cannot be resolved in negotiations between the **Landlord** and **Tenant** will be settled by arbitration. One arbitrator will be appointed by each of the Parties within ten (10) working days after the complaining party delivers to the other party a formal, written charge specifying the nature of the complaint and requesting arbitration. The two named arbitrators will appoint the third arbitrator no later than one month after their appointment, and will reach agreement on the dispute no later than three months after they have been convened. The decision of the arbitration committee will be final and binding once it has been issued in writing. There will be no appeal of the decision of the arbitration committee.

ARTICLE 10: INSURANCE

Each party will be liable for damages to the leased premises caused by its own fault or negligence, or that of its agents and/or employees.

The **Landlord** will bear responsibility for all risk of loss or damage to the premises, for the entire term of this lease, arising from any causes whatsoever with or without fault of the **Landlord**, including, but not limited to fire, lightning, storm, tempest, explosion, riot, civil commotion, bursting or overflowing of water tanks, apparatus or pipes, boiler or machinery, flood, labor disturbance etc. Earthquake, malicious damage, or any other casualty or Act of God is not included. The **Landlord** will adequately insure the property against fire and all other risks enumerated above and normally insured under standard coverage. The **Landlord** will also carry adequate personal injury and liability insurance on all areas of the property to cover all risks for which he/she/it is responsible. The **Tenant** will bear responsibility for all risk of loss or damage to **Tenant's** personal property, furnishings or equipment. The **Tenant** assumes no liability for damages to the premises which are not directly attributable to the **Tenant**.

ARTICLE 11: NOTICES

11.1. All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail or prepaid cable, telex, or telefax to the addresses set forth below:

11.1.1. In the case of the Landlord to:

TT INVESTMENT LTD

P.O. Box 7649

Dar es Salaam

Tanzania

11.1.2. In the case of the Tenant to:

VIETTEL TANZANIA PLC

P.O.BOX 34716

Dar es Salaam

Tanzania

11.2. The Parties may, at any time, by like notice to each other Party designate any other address and/or telefax number to which notices and other communications should be transmitted.

ARTICLE 12: MISCELLANEOUS PROVISIONS

12.1 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with Tanzania laws.

12.2 This Agreement may be amended at any time in writing by the Parties.

12.3 This Agreement shall be in the English Language and in two (2) originals each being authentic.

IN WITNESS WHEREOF the parties herein have hereto signed this deed on the day, month, year and the manner as hereinafter appearing.

SIGNED by the said TT INVESTMENT LTD)

In my presence, this 16th day of October 2018)

NAME: YONG JUN LIU
SIGNATURE: [Signature]
POSTAL ADDRESS: 7649 DSM
QUALIFICATION: M. Director



SIGNED by the said TT INVESTMENT LTD)

In my presence, this 16th day of October 2018)

NAME: QIN ZHANG
SIGNATURE: [Signature]
POSTAL ADDRESS: 7649 DSM
QUALIFICATION: Director

LANDLORD

was SIGNED AND DELIVERED for and on behalf of the said VIETTEL TANZANIA PLC by NGUYEN VAN SON who is known to me personally. In my presence, this 23 day of October 2018)



TENANT

[Handwritten marks]

NAME:

Samuel Said Nyari

SIGNATURE:

[Handwritten Signature]

POSTAL ADDRESS:

P.O. Box 71329

QUALIFICATION:

Advocate



STAMP DUTY

Shs. 3,502,709.65 collected
15873887

Receipt No. _____ Dated 5.8.20

[Signature]
Regional - Manager Kinondoni Tax Region

[Handwritten mark]