

PROPERTY SALE AGREEMENT

MADE BETWEEN

(1) ASHA ZUBERI MWINYIMVUA

(2) HADIJA ZUBERI MWINYIMVUA

AND

RAXIO DATA CENTRE TANZANIA LIMITED

**FOR A PARCEL OF LAND MEASURING 16,995 SQUARE METRES (SQM) SITUATED
AT PLOT NO. 37684, MBEZI AREA, KINONDONI MUNICIPALITY IN DAR ES SALAAM,
COMPRISED IN A CERTIFICATE OF TITLE NO. _____,
LAND OFFICE NO. _____**

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THIS AGREEMENT is made on the _____ day of _____ 2023.

BETWEEN

- (1) **ASHA ZUBERI MWINYIMVUA** with a Tanzanian National Identification Number 19741007-14114-00001-12, Sinza "C", Ubungo, P.O. Box 21830, Dar es Salaam (the **Vendor 1**)
- (2) **HADIJA ZUBERI MWINYIMVUA** with a Tanzanian National Identification Number 19860803-12104-00005-19, a resident of Tabata, Ilala, P.O. Box 76350, Dar es Salaam (the **Vendor 2**).

AND

- (3) **RAXIO DATA CENTRE TANZANIA LIMITED**, a limited liability company registered in Tanzania with incorporation No. 156481351 whose registered office is on the 11th Floor, Golden Jubilee Towers, Ohio Street, P.O. Box 80512, Dar es Salaam, Tanzania (hereinafter called the "**Purchaser**" which expression shall where the context so admits include and extend to persons deriving title under the Purchaser, her successors, and assigns) of the other party.

Vendor 1 and **Vendor 2** are hereinafter jointly referred to as the **Vendors** and the **Vendors** and the **Purchaser** are individually referred to as a **Party** and jointly as **Parties**.

WHEREAS:

- A. The **Vendors** are the administratrices and registered legal representatives of the Property.
- B. The **Vendors** are desirous of selling the Property to the **Purchaser** and the **Purchaser** is desirous and able to purchase the Property at the agreed Purchase Price.
- C. The **Vendors** and the **Purchaser** have agreed to act in good faith and take all necessary steps and execute all necessary documents including the documents set out in clause 7 of the Master Land Sale Agreement with the view to completing a transfer and registration of a clean title for the Property and the ultimate issuance of a Derivative Rights to the **Purchaser**.

NOW THIS AGREEMENT WITNESSES as follows:

1. Definitions

- 1.1. Unless otherwise defined in this Agreement, terms defined hereinabove in this Agreement shall have the respective meanings ascribed to them and the following terms shall have the meanings given against each of them.

Agreement: means this agreement in relation to the sale of the Property.

Asha & Raxio Escrow Account: means an escrow account established by Vendor 1 and the Purchaser at a bank solely chosen by the Purchaser where the Final Instalment will be deposited by the Purchaser and managed in accordance with the terms of this Agreement and the Asha & Raxio Escrow Agreement.

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Asha & Raxio Escrow Agreement:	means the agreement for the establishment of the Asha & Raxio Escrow Account signed by Vendor 1, the Purchaser, and the Escrow Agent.
Asha & Raxio Account Notice	means the written notice to Vendor 1, the Purchaser and Clyde notifying them of the establishment of the Asha & Raxio Escrow Account and the details thereof issued by the Escrow Agent for the Asha & Raxio Escrow Account.
Business Day:	means a day (other than a Saturday, Sunday, or public holiday) when banks in Tanzania are open for ordinary business.
Certificate of Approval:	means a certificate of approval of a disposition issued by the Commissioner for Lands consenting to the disposition of the Property.
Certified True Copy of the Original Title:	means the certified copy of the Certificate of Title No. 118505 for Plot No. 895 in the Mbezi area, Kinondoni Municipality in Dar es Salaam issued by the Registrar of Titles after rectification of the land register.
CGT:	means Capital Gain Tax.
Closing Documents:	means all the documents required for the transfer of a title of the Property to the Purchaser and the issuance of the Derivative Right which includes but not limited to the documents set out in clause 7 of the Master Land Sale Agreement.
Clyde:	means Clyde & Co Tanzania, a law firm established and operating in Tanzania with its offices on the 11 th Floor, Golden Jubilee Towers, Ohio Street, P.O. Box 80512, Dar es Salaam, Tanzania, the lawyers for the Purchaser.
Commissioner for Lands	means the Commissioner for Lands appointed under section 9 of the Land Act [Cap. 113 R.E. 2019].
Completion:	means the PoA and the application for filing of a PoA to Clyde.
Derivative Right:	means a derivative right in respect of the Property issued by the TIC in accordance with the laws of Tanzania.
Encumbrance:	means any mortgage, charge (fixed or floating), pledge, lien, option, retention of title, right of pre-emption, right of first refusal, post-sale purchase right, trust arrangement, sub-participation, easement, right of way, right of set-off or other third party right or interest (legal or equitable) including any assignment, reservation of title or other security interest of any kind, howsoever created or arising, or any other Agreement or arrangement having similar effect on the Property.
Escrow Agent for the Asha & Raxio Escrow Account:	means the agent established under the Asha & Raxio Escrow Agreement.

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Final Closing:	means the delivery to Clyde of all the Closing Documents set out in clause 7 of the Master Land Sale Agreement.
Final Completion Date:	means the release of the PoA and the application for filing of a PoA to Clyde.
High Court:	means the High Court of the United Republic of Tanzania as established under Article 108 of the Constitution of the United Republic of Tanzania of 2005 District Registry in Dar es Salaam in PC Civil Appeal No. 95 of 2018.
Master Land Sale Agreement:	means the land agreement between Vendors 1, Vendors 2, the other heirs and Raxio Data Centre Tanzania Limited dated 21 February 2023.
Ministry for Lands	means the Ministry of Lands, Housing and Human Settlements Development, and encompasses core sector departments such as the Land Administration, Survey and Mapping, Physical Planning and Housing.
PoA	means the Power of Attorney, which is more particularly set out in Schedule 13, issued by Vendors 1 to Robert Mullins, an American citizen, having his address at Gate Village 6, 1st floor, Unit 106 & 7 Dubai UAE, a person duly appointed by the Purchaser, authorising him to dispose of the Property as he chooses to.
Prescribed Land Forms:	means land forms No. 29, 30 and 35 as prescribed in the Land (Forms) Regulations, GN. No. 71 of 2001.
Property:	means a parcel of land measuring 16,995 SQM, subdivided from the Scheduled Property, situated at Plot No. 37684, Mbezi Area, Kinondoni Municipality in Dar es Salaam, comprised in a Certificate of Title No. _____, Land Office No. _____.
Provisional CGT	means a CGT amount recorded in the Provisional Tax Assessment.
Provisional Tax Assessment	means a tax assessment jointly procured by the Vendors and the Purchaser from the TRA upon refusal of the Commissioner for Lands to issue a Certificate of Approval.
Purchase Price:	means the agreed consideration of Tanzanian Shillings Four Billion One Hundred and Seventy Million only (TZS 4,170,000,000/-) for the transfer of the Property to the Purchaser.
Purchaser's Bank Account	means the bank account set out below: Account Name: Raxio Group B.V. Bank Name: Pacific Western Bank Account Number: 1002130159 Bank Address: 406 Blackwell Street, Suite 240, Durham, NC 27701, USA
Scheduled Property	means the 3.09 Hectares Land Situated at Plot No. 895, Mbezi Area, Kinondoni Municipality in Dar es Salaam, comprised in a

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Certificate of Title No. 118505, Land Office No. 443564, registered in the name of the late Zuberi Mzee Mwinyimvua.

Tax Assessment: means a final tax assessment issued by the TRA in relation to the Property Sale Agreement and to be communicated by Clyde to the Escrow Agent for the Asha & Raxio Escrow Account.

TIC: means the Tanzania Investment Centre.

TRA: means the Tanzania Revenue Authority.

TZS: means Tanzanian Shillings.

Vendor 1 Bank Account: means the bank account set out below:

Account Name:	Asha Zuberi Mwinyi
Bank Name:	NCBA Bank
Account Number:	154226100016
Branch Code:	Kariakoo

2. THE SALE AND CLOSING

- 2.1. That the Vendors hereby sells to the Purchaser and the Purchaser hereby buys from the Vendors the Property free of any encumbrances, subject to the covenants herein contained and subject to the terms and conditions under which the Property was held by the Vendors prior to this Agreement.
- 2.2. The Parties shall simultaneously with the signing of this Agreement execute the Closing Documents required for the conveyance and vesting of the Property unto the Purchaser.
- 2.3. Final Closing shall occur in Clyde's offices or any other place and date to be agreed to by the Parties ("**Closing Date**"), for the execution of this Agreement and the Closing Documents.
- 2.4. Completion shall occur at the offices of Clyde or at any other place and a date to be agreed upon by the Vendors and the Purchaser and **PROVIDED** that Clyde has confirmed to the Vendors and the Purchaser that the PoA has been received and such confirmation shall take a period of not more than five (5) Business Days from the date the Clyde received the PoA.

3. THE CONSIDERATION

- 3.1. That in consideration of payment of the Purchase Price the Property will be sold by the Vendors to the Purchaser.
- 3.2. That the Purchase Price shall be paid by the Purchaser to the Vendors in accordance with the provisions of clause 4 herein.

4. MODE OF PAYMENT OF THE PURCHASE PRICE

- 4.1. The Purchase Price shall be paid by the Purchaser to the Vendors as follows:

4.1.1. the Parties acknowledge that the Purchaser deposited the entire Purchase Price into the Asha & Raxio Escrow Account. The Parties acknowledge further that the Purchase Price was deposited by the Purchaser in two instalments as follows:

- (a) the first instalment payment was of a total of Tanzanian Shillings Three Billion One Hundred and Seventy Million only (TZS. 3,170,000,000/-); and
- (b) the second instalment payment was of a total of Tanzanian Shillings One Billion only (TZS. 1,000,000,000/-).

4.1.2. the disbursement of the Purchase Price in favour of the Vendor 1:

- (a) the Parties acknowledge that a total of Tanzanian Shillings Twenty Million only (TZS 20,000,000/-) accounting for 0.48% of the Purchase Price (the **First Instalment Payment**) was released by the Escrow Agent of the Asha & Raxio Escrow Account into the Vendor 1 Bank Account, in line with the instructions of the Parties. The Parties Agreed that if the transfer of the Property to the Purchaser is not successful for any reasons not occasioned by wilful action or inaction of the Vendors, the Vendors shall not be required to refund the First Instalment Payment to the Purchaser; and
- (b) the Parties acknowledge that a total of Tanzanian Shillings Two Hundred and Fifty Million only (TZS 250,000,000/-) (the **Second Instalment Payment**) as ordered in the judgement by the High Court was released from the Asha & Raxio Escrow Account to the bank account of Valence Matunda as set out below:

Account Name:	Valence Simon Matunda
Bank Name:	Equity Bank (Tanzania) Limited
Account Number:	3004111813840
Branch:	3006
Swift Code:	EQBLTZTZ

- (c) the Parties acknowledge that a total of **Tanzanian Shillings Nine Hundred and Fifty-One Million only (TZS 951,000,000/-)** was disbursed from the Asha & Raxio Escrow Account and was deposited into Vendor 1 Bank Account following the deposit of the Certified True Copy of the Original Title issued by Registrar of Titles with the Escrow Agent for the Asha & Raxio Escrow Account. The Vendor 1 acknowledges receiving this payment;
- (d) the assessed amount of CGT shall be disbursed by the Escrow Agent for the Asha & Raxio Escrow Account from the remaining balance of the Purchase Price held in the Asha & Raxio Escrow Account and shall be paid to the TRA, within five (5) Business Days of the Escrow Agent for the Asha & Raxio Escrow Account receiving the Tax Assessment from Clyde;
- (e) if the Tax Assessment cannot be issued for any reason including the refusal of the Commissioner for Lands to issue a Certificate of Approval, then the Provisional CGT shall be released by the Escrow Agent for the Asha & Raxio Escrow into the Purchaser's Bank Account within five (5) Business Days of the Escrow Agent for the Asha & Raxio Escrow Account receiving the Provisional Tax Assessment from Clyde; and

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- (f) the entire remaining balance of the Purchase Price held in the Asha & Raxio Escrow Account shall be released into the Vendor 1 Bank Account, within two (2) Business Days of the Escrow Agent for the Asha & Raxio Escrow Account paying the CGT or the Provisional CGT in accordance with the terms of this Agreement and thereafter, shall release the PoA and the application for filing a PoA to Clyde.

- 4.1.3. The Parties agree and acknowledge that the payment regime under clause 4 of the Agreement, is the same as the payment regime under the Property Sale Agreement. The payment arrangements under the two agreements do not constitute parallel payment rights, the payment of the Purchase Price under this clause will discharge the Purchaser's payment obligation in its entirety.

5. ESCROW ACCOUNTS

- 5.1. Vendor 1 and other heirs and the Purchaser have agreed to use their best endeavours to establish the Asha & Raxio Escrow Account.
- 5.2. The Purchaser will deposit the Purchase Price into the escrow account set out above in accordance with the terms of this Agreement.
- 5.3. The Parties shall deposit the Closing Documents with the Escrow Agent for the Asha & Raxio Escrow Account on the date of execution.
- 5.4. The Escrow Agent for the Asha & Raxio Escrow Account shall release the First Instalment Payment into Vendor 1 Bank Account on the same day of receiving instructions from the Purchaser and if the same cannot be released on the day the instructions are received, then the same shall be released not later than the next Business Day following the receipt of instructions from the Purchaser.
- 5.5. The Escrow Agent for the Asha & Raxio Escrow Account shall release the Closing Documents as follows:
 - 5.5.1. upon release of the payment contemplated under clause 4.1.2(c) of this Agreement, the Escrow Agent of the Asha & Raxio Escrow Account released the Certified True Copy of the Original Title, Notice of Withdrawal of Caveat, Application for Registration of Administrators and Application for Division of Parcels to Clyde who submitted the application together with the Vendor;
 - 5.5.2. save for the PoA and the application for the filing of a PoA, all the other Closing Documents shall be released to Clyde within two (2) Business Days of the Escrow Agent for the Asha & Raxio Escrow Account releasing the payment contemplated under clause 4.1.2(c) of this Agreement into the Vendor 1 Bank Account; and
 - 5.5.3. the PoA and the application for filing of a PoA shall be released to Clyde within two (2) Business Days of the Escrow Agent for the Asha & Raxio Account releasing the payment contemplated under clause 4.1.2(f) of this Agreement into the Vendor 1 Bank Account or when the Commissioner for Lands refuses to grant the Certificate of Approval or in the occurrence of one of the events that shall lead to the termination of this Agreement as per clause 22.1(a) and (b) of this Agreement.

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6. CLOSING DOCUMENTS

- 6.1. The Parties shall execute and deposit the Closing Documents with the Escrow Agent for the Asha & Raxio Escrow Account on the date of execution. The Closing Documents will be released in accordance with clause 5.5 of this Agreement.
- 6.2. The Vendors undertake to continue to act in good faith and provide necessary cooperation with the Purchaser, including but not limited to the Vendors signing or issuing any other additional document required for completing the transfer of the Property to the Purchaser.

7. TAXES, STAMP DUTY AND COSTS

- 7.1. Parties have agreed that the CGT for the transfer of the Property shall be paid by the Vendors and the Parties agree and acknowledge that the Escrow Agent for the Asha & Raxio Escrow Account shall disburse the amount for the payment of the CGT upon receipt of a Tax Assessment from Clyde.
- 7.2. The Purchaser shall pay to the respective Government authorities any registration fees and other duties and levies required for the transfer of the Property to the Purchaser.

8. HANDING OVER OF THE PROPERTY

- 8.1. As part of the handover of vacant Property, the Parties have agreed that the Vendors shall issue a notice (in a form set out in Schedule 14: Notice to Vacate the Scheduled Property) to the three Tenants listed in items 1, 2 and 3 of Schedule 15 to the Master Land Sale Agreement to vacate the Scheduled Property within two months from the date of issuance of the notice. These notices shall be issued not later than two (2) calendar days after confirmation of the payment contemplated in clause **Error! Reference source not found.** of this Agreement has been made by the Escrow Agent for the Asha & Raxio Escrow Account.
- 8.2. The Vendors promise that all Tenants set out in Schedule 15 to the Master Land Sale Agreement vacate the Property at the end dates of their respective leases and not later than 30 July 2023 as set out in Schedule 14 to the Master Land Sale Agreement.
- 8.3. The Parties agree that if the Tenants will not vacate the Property within seven (7) days after the end dates of their respective leases as set out in Schedule 15 to the Master Land Sale Agreement or after 30 July 2023, the Vendors undertake to act in good faith and provide all necessary support to the Purchaser necessary to ensure that the Tenants vacate the Property.
- 8.4. Where the title to the Property would have not been transferred to the Purchaser by 30 July 2023 and where the Tenants holding on to the Property have paid any rent to the Vendors, the Vendors undertake to account such rent to the Purchaser in full.
- 8.5. The Parties agree that the Purchaser shall be allowed to access the Property and undertake all works that do not interfere with the Tenants' occupation of the Property immediately after the payment contemplated in clause **Error! Reference source not found.** of this Agreement.

9. WARRANTIES OF THE VENDORS

- 9.1. The Vendors warrant to the Purchaser and, the Purchaser is relying on the Vendors' warranties in buying the Property as follows:

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- (g) save for the Notice of Deposit, there are no other mortgages, charges, or liens, specific or floating, affecting the Property or its title documents, nor does any person claim entitlement to any of the same.
- (h) there are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding, or which are anticipated other than the pending Caveat filed by Vendors and the notice of appeal which she undertakes to withdraw.
- (i) no notice materially affecting the Scheduled Property or the Vendors' interest therein has been given or received other than the Caveat and the Notice of Deposit.
- (j) no permission for the erection or demolition of the Scheduled Property or the use or development of the Property is subject to an existing challenge as to its validity.
- (k) there is no material breach of any current or previous law or requirement governing the ownership, use or occupation of the Scheduled Property and the Scheduled Property has the benefit of all approvals, certificates and permits and the Vendors have not received any notice of and is not aware of any breach of the terms of the same nor why the same should be revoked or not renewed.
- (l) the Vendors have not received notice of and are not aware of any breach of requirements of any current or previous law concerning health, safety, pollution, erosion or environmental matters or any regulations, orders, notices, directions, permits, licenses, and consents made there under which affect the Scheduled Property (or the use thereof) or any property in the vicinity thereof.

10. GENERAL COVENANTS

- 10.1. This Agreement constitutes a legal, valid, and binding obligation of the Parties and is enforceable against each Party in accordance with the terms stated herein.
- 10.2. Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the Property by the Vendors prior to the due transfer of the Scheduled Property to the Purchaser.
- 10.3. The Vendors hereby covenant that they shall be responsible for clearing any and all outstanding debts, land rent, property tax, outgoings, claims and or any amounts owed in reference to the Scheduled Property prior to the date of signing this Agreement and handover of the property to the Purchaser.
- 10.4. The Purchaser shall be responsible for all outgoings and liabilities of the Property from the date of issuance of the Derivative Right and hereby undertakes to indemnify the Vendors against all costs, actions, claims, proceedings and demands in respect thereof.

11. COVENANTS BY THE VENDORS

- 11.1. The Vendors hereby covenant with the Purchaser that:
 - (a) it has the power to enter into and perform the obligations under this Agreement;

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- (b) it has full authority to sell, transfer and dispose of the Scheduled Property and it has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose of the Scheduled Property in the manner herein provided;
- (c) it is not entitled to receive any consent from any person, except for the Commissioner for Lands, and shall use all its reasonable endeavours to seek and obtain the Certificate of Approval and all other consents legally required to be obtained in respect of the disposition of the Property;
- (d) the entry into and performance of this Agreement and the transactions contemplated hereby does not conflict with any law or regulation or any official or judicial order to which the Vendors is subject;
- (e) no litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect the Vendors' ability to observe or perform its material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it or the Scheduled Property as described herein;
- (f) all information that has been made available to the Purchaser or her representatives by the Vendors or any of its representatives in connection with this Agreement is complete and correct in all material respects, is not misleading, and does not omit any material fact;
- (g) each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the Purchaser to enter into this Agreement. The Vendors acknowledge that the Purchaser has entered into this Agreement relying on these representations and warranties;
- (h) the Vendors hereby unconditionally and irrevocably confirm and warrant that as at the date of this Agreement, all the terms and conditions affecting the Scheduled Property have been complied with and that neither the Vendors nor any other person has breached any of the said terms and conditions affecting the Scheduled Property;
- (i) the Vendors hereby further irrevocably and unconditionally warrant and confirm that no person other than the Vendors has any right or title to the Property and the Property has not been and will not be allocated to any other person;
- (j) the Vendors warrants that to the best of its knowledge, all the beacons relating to the plot are in place and unaltered and that the boundaries of the Property are all intact; and
- (k) the Vendors warrants that to the best of its knowledge, there are no past or existing disputes in reference to the boundaries of the subject plot with any of the neighbours thereon.

12. COVENANTS BY THE PURCHASER

12.1. The Purchaser hereby covenants with the Vendors that:

- (a) she has the power to enter into and perform its obligations under this Agreement;
- (b) this Agreement constitutes a legal, valid, and binding obligation of the Parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally;
- (c) the entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the Purchaser is subject;
- (d) the entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Purchaser or require any consent under any agreement or other instrument to which the Purchaser is a party or by which she is bound or any judgement, decree or order of any statute, rule or regulation applicable to the Purchaser. The transactions provided for in any other material contracts to which the Purchaser is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- (e) no litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect her ability to observe or perform her material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of her knowledge and belief after making reasonable enquiries, is pending, or threatened against her;
- (f) all information that has been made available to the Vendors or its representatives by the Purchaser or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact; and
- (g) each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material and to have induced the Vendors to enter into this Agreement. The Purchaser acknowledges that the Vendors have entered into this Agreement relying on these representations and warranties.

13. NON-ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive to the Parties and the Parties are not obliged to assign, convey, or transfer the whole or any part of this Agreement to anyone other than the Parties hereto, without the prior written consent of all the Parties hereto.

14. MISREPRESENTATIONS

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the Parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf has induced the parties to enter into this Agreement.

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15. CONTINUATION OF THIS AGREEMENT AFTER COMPLETION

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

16. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 16.1. The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 16.2. This Agreement may be executed in eight multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- 16.3. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

17. FORCE MAJEURE

- 17.1. Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by them of their duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, pandemic, epidemic, terrorists activity preventing any of the parties from or hindering any of the parties' ability to fulfil the obligations hereunder undertaken to be provided.
- 17.2. If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under clause 17.1 above, that Party shall give written notice to the other of the inability, which sets out full details of the reason in question.
- 17.3. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact.

18. ILLEGALITY

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner for Lands or any Court or other body or authority having jurisdiction over the parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

19. AMENDMENT AND WAIVER

- 19.1. This Agreement shall not be amended, modified, varied, or supplemented except in writing and signed by the Parties.

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- 19.2. No indulgence, extension of time, relaxation, latitude, failure, or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

20. NOTICES

Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by email to the email address provided by either Party herein below or if such notice relates to a dispute arising from this Agreement, the original copy should be sent to the registered address for each of the parties by registered mail.

The address for purposes of Notice under this Agreement for each Party is as follows:

For the Vendors:

Asha Zuberi Mwinyimvua and Hadija Zuberi Mwinyimvua
Pacific Law Chamber Advocates
1st Floor, Mwanamboka Plaza
Msolomi Street, Kinondoni
P.O. Box 34696 Dar es Salaam, Tanzania
Email: raymonduisso8@gmail.com

For the Purchaser:

Raxio Data Centre Tanzania Limited,
11th Floor, Golden Jubilee Towers
Ohio Street
P.O. Box 80512, Dar es Salaam, Tanzania.
Email: aliko.simon@clydeco.co.tz

21. CONFIDENTIALITY

- 21.1. Both Parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care.
- 21.2. Neither Party may disclose information arising from or in connection with this Agreement save where required by law to any third party without the prior written consent of the other Party.

22. TERMINATION

- 22.1. This Agreement may be terminated upon the breach of any fundamental covenant or obligation as stated herein and such instances shall include but are not limited to:
- (a) upon insolvency and or liquidation of either of the Parties to this Agreement;
and

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(b) when the event of Force Majeure as stipulated in clause 17 herein is continuing for more than 30 days.

22.2. **PROVIDED THAT** where termination is caused by the provision of clause 22.1(a) and (b) of this Agreement, and the Final Instalment Payment has been deposited in the Asha & Raxio Escrow Account and the Certified True Copy of the Original Title has been received by Clyde, the Parties mutually agree that the Final Instalment Payment shall be released into the Vendor 1 Bank Account in accordance with clauses **Error! Reference source not found.****Error! Reference source not found.** and **Error! Reference source not found.** of this Agreement and the PoA and the application for filing of a PoA shall be released to the Purchaser.

IN WITNESS WHEREOF, the Undersigned have executed this Agreement on the day and year first written above.

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SIGNED and DELIVERED at DAR ES SALAAM
by the said **ASHA ZUBERI MWINYIMVUA**
who is known to me personally/ introduced to me
by

the latter being known to me personally this
_____ day of _____ 2023.

VENDOR

BEFORE ME

Name: _____

Signature: _____

Address: _____

Designation: _____

SIGNED and DELIVERED at DAR ES SALAAM
by the said **HADIJA ZUBERI MWINYIMVUA**
who is known to me personally/ introduced to me
by

the latter being known to me personally this
_____ day of _____ 2023.

VENDOR

BEFORE ME

Name: _____

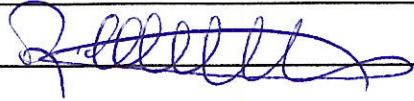
Signature: _____

Address: _____

Designation: _____

SEALED with the COMMON SEAL of the said
RAXIO DATA CENTRE TANZANIA LIMITED
and delivered at Dar es Salaam, Tanzania in my
presence this _____ day of
_____ 2023.

SEAL

Name: ROBERT MARTIN COURTNEY MULLINS
Signature: 
Address: _____
Designation: Director.

Name: _____
Signature: _____
Address: _____
Designation: _____