

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made this 19<sup>th</sup> day of Nov 2024

### BETWEEN

**HONORA TANZANIA PUBLIC LIMITED COMPANY** a limited liability company incorporated in the United Republic of Tanzania and having its registered office at 30th Floor, PSSSF Commercial Complex, Sinza C, Sam Nujoma Road, Ubungu, Dar es Salaam, Tanzania (hereinafter referred to as the Sub-Lessor which expression shall where the context so admits include its assigns and successors in title) of the other part;

### AND

**STELLAR-IX TANZANIA LIMITED** a limited liability Company incorporated in Tanzania and having its Office at Derm Complex, Mezzanine Floor, Block No. 45A, Plot No. 11, Kijitonyama Dar Es Salaam, Tanzania (hereinafter "**the Sublessee**") of the Other Part.

### WHEREAS:

1. The premises located at Plot 1, 2, 3 Block "F" Area Msasani Village Drive Inn, Kinondoni, Dar es Salaam is leased to the Honora Tanzania Public Limited Company by Oilcom (T) Limited under **Principal Lease Agreement**
2. The Lessee under the Principal Lease Agreement is desirous of sub-letting space amounting to **231 square meters** of the leased premise to STELLAR-IX TANZANIA LIMITED, and the Lessor under the Principal Lease Agreement has no objection to the intended sub-letting subject to the Principal Lease Agreement.

### NOW THIS AGREEMENT WITNESSETH as follows:

#### 1. Sub-Lease Term and Renewal.

- i. This Agreement shall commence from the date of the last person sign the agreement ("**Effective Date**") and ending on **30<sup>th</sup> March 2025**, unless otherwise earlier terminated by 30 Days Written Notice or renewed in accordance with the provisions set out hereinafter.
- ii. If the term of the Principal Lease Agreement is extended or renewed from after its expiration on **31<sup>st</sup> March 2025**, then subject to Agreement by both parties, the term of sublease may be extended or so as to expire for the agreed period or **one day earlier** than the extended term of the Principal Lease Agreement whichever is earlier.

#### 2. Rent

- i. The rent is payable monthly at Tanzania Shillings Thirteen Thousand Thirty Seven and Five cent (**Tsh 13,037.5**) per square meter which is equal five month rent of Tanzania Shilings Fifteen Million Fifty Eight Thousand Three Hundred and twelve

- point Five (**Tsh 15,058,312.5**) for a total 231 square meters payable at the beginning of each Month.
- ii. That the agreed rent shall be payable in Tanzania Shillings at the exchange rates of Bank of Tanzania prevailing at the time of payment.
  - iii. That the agreed rent shall be invoiced by the Sub-Lessor plus VAT and shall be paid by the Sublessee monthly in advance subject to deductions of withholding tax.
  - iv. The service charge items will be as Calculated under **Annex 1**.
  - v. The agreed service charges shall be invoiced by the Sub-Lessor and shall be paid by the Sublessee monthly in advance.
  - vi. Payment of Rental and other charges shall be by means of money transfer drawn in favour of the Sub-Lessor.
  - vii. The Sub-Lessee shall be liable for and shall pay on demand for any charges together with the Value Added Tax thereon arising out of its use of electric current and other charges in respect of: -
    - a) The Premises.
    - b) The building and/ or property, which are attributable to the use of the Sub-Lessee.
    - c) The Sub-Lessee's liability for such charges shall be in accordance with the Sublessee's percentage proportionate share of all such charges for the premises.
  - viii. That the rent payable herein shall be as stated above the entire period of the Sublease. Any revision and/variation thereafter shall be upon prior consent and mutual agreement of both parties

### **3. Sub-Lease Purpose**

The premises are being Sub-leased to the Sublessee by the Sub-Lessor for **Office use** only.

### **4. The Sub Lessee Covenants**

The Sub Lessee hereby covenants with the Lessors that during the Term of this Lease Agreement:

- a. The Lessee will not permit anything in or upon the Premises that may be or become a nuisance or annoyance to the Lessor or any occupiers located adjoining the Premises, and
- b. The Lessee will permit the Lessor and its agents and workers at all reasonable times after a prior notice of not less than fourteen days to Lessee, to enter upon and inspect the Demised Premises and to carry out such repairs that the Lessor may deem necessary. The right of entry under this provision shall not be more frequently than once in every six months unless mutually agreed in advance.

### **5. The Sub Lessor Covenants:**

The Sub Lessor hereby covenants with the Sub Lessee that during the term of this Agreement:

- a. Provided that the Sub Lessee pays the rent herein specified and observes and performs the covenants herein contained and, on its part, to be observed and performed, the Sub Lessee shall peaceably hold and enjoy the Demised Premises without any interruption or interference from the Sub Lessor.

**6. Indemnity**

Parties hereby agrees to indemnify and hold the other harmless in respect of all forms of loss and damage of whatsoever form or manner arising and /or relating to the Lease Agreement provided that such loss and loss and damage relates to an act and/or omission and/or incident which took place after to the Effective Date or to obligations created before the Effective Date of this Lease Agreement which the Lessor expressly agreed to assume under this Lease Agreement.

**7. Assignment**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party. The Parties agree that any consent to a requested assignment shall not be unreasonably withheld or delayed.

**8. Termination**

- a. Any party may terminate this agreement by a thirty (30) Days written notice without assigning any reason whatsoever.
- b. Upon the termination of this agreement the Sublessee shall vacate the premise and hand over at the good state of repair.

**9. Amendment**

No modification, amendment or other change may be made to this sublease agreement unless reduced to writing and executed by authorized representatives of both Parties.

**10. Force Majeure**

Neither party shall be liable to the other for non-performance of its obligations hereunder to the extent that such non-performance, is due to causes and/or conditions outside of the performing Party's reasonable control. Causes and/or conditions outside of a Party's reasonable control shall include, but are not limited to, strikes and other labor disputes, fire, explosions, floods, earthquakes, typhoons, epidemics, wars (whether declared or undeclared), government acts (including failure to act), riots, revolutions, sabotage or severe weather conditions which the Party claiming excuse could not have reasonably foreseen the effects of or made alternative arrangements for.

**11. Confidentiality**

Except as otherwise provided in this clause, the terms and conditions of this agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the confidential information") shall be treated by the parties as confidential. No party shall

reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other party hereto. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees and advisors of the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

#### **12. Sub-Letting**

Sublessee shall not sublet and/or share or give up occupation or possession of the premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the premises or any portion thereof for either a definite period or at all without informing the Sub-Lessor in writing setting out the name, address and business information of the proposed subtenant/partner/occupier.

#### **13. Notices**

Any notice required or permitted under this Agreement shall be in writing and served on to the other offices Lessee or sending it by registered post at its address herein before mentioned and, in the case of the Lessor, by sending it by registered post at the address herein before mentioned or such other address as the party may designate in writing.

#### **14. Dispute Resolution**

If a dispute of any nature arises between the Parties, including in regard to the interpretation of, the effect of, the Parties' respective rights or obligations hereunder, a breach of or the termination of this Agreement, then, upon written request of a Party, each of the Parties will appoint a representative whose task it will be to meet for the purposes of resolving such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within 14 (fourteen) days. No formal proceedings may be commenced until the designated representatives conclude in good faith that an amicable resolution of the matter is not likely to occur. Failure to settle the Dispute amicably the Parties may refer their Dispute to any Court with Competent Jurisdiction in Tanzania.

#### **15. Governing Law**

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

#### **16. Anti-Corruption**

Sublessee, including any of their Affiliates, subsidiaries, representatives or agents, represent and warrant that, in connection with this Agreement they: (i) have not participated, do not participate, and will not participate in any action that violates the Foreign Corrupt Practices Act (FCPA) of the United States of America, the UK Bribery Act of 2010, or any other laws or regulations that apply in the territory in which the Parties have their businesses and that they have not made or agreed or promised to make and will not make or agree or promise to make, directly or indirectly, a payment, benefit or

anything of value including political contribution or reimbursement to any provider, customer, government entity, political candidate, public servant, employee or servant of a foreign public entity, or any other person in a position to affect the business for the purpose of influencing any decision by such person in order to obtain an improper benefit that may subject the other party hereto to any damage or penalty in any civil, criminal or administrative litigation or proceeding, or which could reasonably be expected to have a material adverse effect in the assets, business or operations of the other party hereto.

Sublessee understands their anti-bribery and compliance obligations set forth in this provision and have established internal controls and procedures to ensure compliance with applicable anti-corruption laws including, but not limited to, the implementation of an anti-corruption program with training directed to third parties.

Sublessee commits that they are not subject to any economic sanctions, trade embargoes or similar sanctions-related measures or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists issued by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union or any European Union member state, Her Majesty's Treasury or other relevant sanctions authority; and if applicable or subject to regulatory requirements, have implemented anti-money laundering procedures which comply with any laws or regulations related to anti-money and assets laundering and terrorist financing.

The sublessee shall promptly notify the sublessor if it becomes aware of any breach, change, of the inaccuracy of the representations, warranties, or obligations of the sublessee under this provision.

In the event of such a breach, change or inaccuracy, the other party may, at its sole discretion: (a) immediately terminate this Agreement by providing notice to Lessor; and/or (b) suspend and hold any payments under this Agreement until the controversy is appropriately solved."

**17. Entirety of the Agreement.**

This is the entire Agreement between the parties herein, and shall supersede any other written or oral agreement, negotiations representation or understanding not contained in this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year in the manner hereafter appearing.

**SUB LESSOR**

For and on behalf of  
Honora Tanzania Public  
Limited Company

**SUB LESSEE**

For and on behalf of  
STELLAR-IX TANZANIA LIMITED

Name: .....

Title: .....

Date: .....

Signature: .....

Witnessed by:

Signature: .....

Name: .....

Title: .....

Date: .....

Name: Abdul-Rahman Ahmed

Title: CEO

Date: 19 NOV 2024

Signature: [Signature]

Witnessed by

Signature: [Signature]

Name: ELEANOR C. NGMO

Title: COMPANY SECRETARY

Date: 19 November 2024

*Jerome Albou*  
Interim Chief Executive Officer  
Honora Tanzania Public Limited Company  
05 NOV 2024  
**tigo**

*Josephine Makanza*  
Chief Legal Officer & Company Secretary  
Honora Tanzania Public Limited Company

**tigo**



## Annex 1

Item	Average Monthly Costs	Criteria for allocation	Qty	Amount
Water	TZS 67,000	25% TO Stellar-IX	0.25	TZS 16750
Security Guards	TZS 12,680,000	25% TO Stellar-IX	0.25	TZS 3,170,000
Cleaning services	TZS 5,164,685	25% TO Stellar-IX	0.25	TZS 1,291,171
		<b>Total</b>		<b>4,477,921</b>

