

THE LAND REGISTRATION ACT (CAP.334)

SUB-LEASE AGREEMENT

BETWEEN

SWISSPORT TANZANIA PLC

AND

PERISHABLE MOVEMENTS TANZANIA LTD

(SUB-LEASE OF FREIGHT TERMINAL WAREHOUSE
FACILITY AT JNIA DAR ES SALAAM)



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THE LAND REGISTRATION ACT (CAP. 334)

LEASE AGREEMENT

This SUB LEASE made this day of 15th MARCH 2023.

BETWEEN

SWISSPORT TANZANIA PLC, a public listed company established by virtue of certificate of incorporation No. 9931 of April 1984 and certificate of change of name No. 9931 of November, 2013 whose head office is situated at Julius Nyerere International Airport (JNIA) P.O.BOX 18043 Dar es salaam (herein after referred to as the sub- lessor) of the one part;

AND

PERISHABLE MOVEMENTS TANZANIA LTD, a limited liability company established by virtue of certificate of incorporation No. ~~138-921-018~~ TANZANIA Whose head office is situated at Dar es Salaam (herein after referred to as the sub- lessee of the other part.

PRELIMINARY

- A. WHEREAS the sub-lessor owns the building situated at JNIA freight Terminal as a warehouse facility which has various spaces for letting.
- B. The sub lessee is desirous of leasing from sub-lessor office space measuring 16.74 Square meters for a term of two (2) Years at the same premises by way of leasing.
- C. The parties recognize that the warehouse facility is built by the lessor on government land known as JNIA airport owned by Tanzania Airports Authority (hereinafter referred to as "lessor") (TAA). This lease agreement is subject to the law and to the terms of the agreement between the lessor and the lessee. The agreement is available for perusal at the lessor's offices.
- D. The sub- lessor has agreed to lease the same to the sub-lessee according to the terms and conditions stipulated herein.

NOW THIS LEASE WITNESS AS FOLLOWS: -

1.0 Definitions:

"Airport or JNIA means the Julius Nyerere International Airport, Dar es salaam.

"Applicable law" means all laws, promulgated or brought into force and effect by the Government of Tanzania including Regulations and Rules made there under and judgments, decrees, injunctions, writs and orders of any court as may be in force and effect during the subsistence of this sub lease.



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"Authorized Employee" means an employee authorized by the lessor or sub- lessor as its assignee to exercise the powers or to perform the duties and functions in respect of which the expression is used.

"Facility" means the Swissport Cargo Warehouse at JNIA, Dar es Salaam.

"Force majeure" means circumstances beyond the reasonable control of any party.

"Hazardous substances" shall mean and include all hazardous and toxic substances, wastes or materials, including electronic devices capable of hazardous functions.

"Material Breach" means a breach by either party of any of its obligations in this sub- lease which has a material adverse effect which it shall have failed to cure within the stated period. These "obligations include breach of any lease or sub lease conditions including non- payment of lease charges.

"Permits" means all clearances permits, authorizations, consents, approvals under or pursuant to any of the applicable laws, required to be obtained and maintained by the sub- lessee in order to implement this lease.

"Tanzania Airports Authority" means the airport land owner.

"Term" means the period of the lease commencing from the effective date and expiring 31st August 2023 unless terminated earlier in accordance with this sub- lease perform the duties and functions in respect of which the expression is used.

"Service charge" means charges payable by the sub- lessee to the sub lessor to cater for water electricity (in common areas), the use and cleaning of common areas, garbage collection, security, reception/ access, control services and intercom.

2.0 DEMISED PREMISES AND DURATION OF THE LEASE

2.1 Demised premises:

The sub- lessee shall not transfer, assign, sub-let or part with the possession of the demised premises or any part thereof without the prior written consent of the sub- lessor. The sub lessor has agreed to demise to the sub lessee office space in the facility [hereinafter referred to as the "demised" premises"] equivalent to 16.74 square meters on the ground floor.

2.2 Duration of lease;

The lease shall be for a term of **two (2) years** with an option to renew upon mutual agreement commencing from the 15th March, 2023 to 14th March, 2025



2.3 Sub letting

The sub-lessee shall not transfer, assign, sub-let or part with the possession of the demised premises or any part thereof without the prior written consent of the sub – lessor.

3.0 RENT AND TERMS OF PAYMENT

3.1 Rental charges

The monthly rent payable for the demised premises, exclusive of VAT, shall be US Dollar 15.00 per square meter and service charges paid together with the rent shall be US Dollars 2.00 per square meter, exclusive of VAT. Total VAT inclusive rent payable by the sub lessee shall be calculated as follows:

Rent Component

Net lettable space offered:		16.74
Multiply: By Rent payable per m ² per month	USD	<u>X 15</u>
Gross Rent per month	USD	251.10
Add: VAT @18% of USD 251.10	USD	45.198
Total Rent plus VAT per month	USD	296.298

Service Charge Component

Net lettable space offered		16.74
Multiply: By Service charge payable per m ² per month	USD	<u>X 2</u>
Gross rent per month	USD	33.48
Add: VAT@ 18% of USD 33.48	USD	6.0264
Total Service Charge plus VAT	USD	39.5064
Total Rent and Service Charge Payable per month (I+II)	USD	335.804

Rent payable

Total Rent and service charges plus VAT per month	USD	335.804
Total Rent and service charges plus VAT payable six months	USD	2,014.82
Total Annual Rent plus VAT payable shall be	USD	4,029.65



The inclusive rent shall be paid without any deductions. If payment is made in Tanzania shillings the equivalent rate of exchange shall be at the commercial buying spot rate by the sub-lessor's main banker.

Withholding tax as required by the law shall be applicable.

3.3 Security deposit

Prior to taking up occupation of the demised premises the sub-lessee shall pay to the sub-lessor one-month net rent amounting to **USD 251.10** to be retained by the sub-lessor as security for the due performance by the sub-lessee of the obligations under the sub-lease. The deposit shall be refundable without interest to the sub-lessee after expiry of the sub lease and safe delivery of the demised premises in accordance with the covenants of the sub lease.

3.4 Payment prior to taking occupation of demised premises.

Prior to taking occupation of the demised premises the sub-lessee shall pay in full the amount of us Dollars 2,265.92 derived as here under.

Six months inclusive rent and service charges - USD 2,014.82

One-month net security charge- USD 251.10

Total 2,265.92 Dollars.

3.5 Deposit for rental payments

The sub-lessee shall draw a cheque or pay for rent and service charges and security deposit payable to the sub-lessor using the following bank account or any other that shall be provided by the Sub-lessor.

Bank Name : NMB Bank
Branch : Airport
Account Number : 23010029715
Account Name : Swissport Tanzania Plc
CCY : USD
SWIFT CODE : NMIBTZTZ



4.0 STAMP DUTY

The sub- lessee shall pay stamp duty assessed by Tanzania Revenue Authority within fourteen (14) days of received three copies of the lease Agreement and return one (1) copy of the lease to the sub- lessor duly executed and stamped.

5.0 ELECTRICITY

5.1 Cabling and power outlets

The sub- lessor shall provide basic cabling and power outlet for electrical Appliances. The sub- lessee shall be responsible for internal cabling power Distribution and appliances.

5.2 Electricity check meters

The sub- lessor shall provide electricity check meter and the sub- lessee shall Purchase electricity units from the sub- lessor for its own consumption.

6.0 TELEPHONE AND INTRENET

The sub- lessor shall provide cabling installations from the office to the main distribution frame work (MDF). The sub - lessee shall choose its suppliers at its own cost.

7.0 PARTITIONING AND DECORATION OF DEMISED

7.1 Partitioning

The sub-lessee may partition or remodel the demised premises as may be necessary for its operations at its own cost and expense subject to the sub-lessor's written approval. Combustible and fire hazard materials shall not be used. Upon termination of the sub-lease the sub-lessee shall remove its partitions, fixtures or fittings in the demised premises at its own cost and expense and shall leave the demised premises' in the same state it was found on commencement of the sub-lease.

7.2 Decoration and maintenance

The sub-lessor will have decorated the demised premises prior to the commencement of the lease agreement. The sub-lessee shall maintain the demised premises in a good state of repair and shall perform all necessary repairs and maintain all electrical connections within the demised premises for the duration of the term of the lease.

Upon termination of the sub-lease the sub-lessee shall clean and decorate the demised premises with the color scheme provided by the sub-lessor upon commencement of the sub- lease to the satisfaction of the sub-lessor.

8.0 SIGNAGE

The sub-lessee will be permitted to place its commercial signage inside and outside the demised premises. The external signage shall be placed at a dedicated location.



The content and design of the signage outside the demised premises shall be in accordance with the sub-lessors instructions.

9.0 THE SUB -LESSEE FURTHER COVENANTS WITH THE SUB LESSOR AS FOLLOWS:

9.1 UNFETTERED USE OF DEMISED PREMISES

The sub- lessee during the term of the sub- lease when observing all terms of the sub- lease and conditions binding the sub- lease shall have unfettered use of the demised premises, free from any interruption by the sub- lessor or any party rightfully claiming under or in trust for it.

9.2 To be responsible and indemnify the sub-Lessor against all damages occasioned to the demised premises or any part of the building, or any other part of the adjacent premises or to any person, caused by any act; default or negligence of the sub-lessee or the servants, agents, licensees, or invitees of the sub-lessee.

9.3 Whenever need arises 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 sub-lessor and also with proper and workmanlike manner all internal parts of the demised premises that have been or ought to be properly so painted.

9.4 Not to erect any other building structure, pipe, partition, wire nor to make or suffer to be made any alteration now to commit or permit on suffer any alteration nor to commit or permit nor suffer any waste, spoil or destruction in or upon the demised premises nor to cut or injure any of the roofs, walls, timbers, wire, pipes drains, fixtures or fittings thereto without the prior consent of the sub- lessor, which shall not be unreasonably withheld.

9.5 To report to the sub-lessor any wants of reparation of the structure and external parts of the demised premises. PROVIDED ALWAYS THAT the sub-lessee shall subject to prior consent in writing of the sub-lessor having been obtained be permitted to erect or install such alteration or partition or improvement convenient to the sub-lessee in the use of the demised premises prior" to the termination or expiration of the said term" unless otherwise agreed with the sub-lessor in writing the sub- lessee shall make good to the satisfaction of the sub- lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition.

9.6 To permit the sub-lessor and his agents, at all reasonable times of the day upon not less than 24 hours prior notice in writing (except in emergencies) addressed to the sub- lessee or immediately in case of need, to enter upon the demised premises.

(a) For the purpose of carrying out thereon and effecting any desirable and necessary repairs to the building or to any adjoining premises now or hereafter belonging to the sub-lessor or

(b) To view the state and condition of the demised premises and upon discoveries of any defect on the internal decorative finishes of the demised premises caused by



the sub-lessee the sub-lessor shall give to the sub-lessee a notice in writing to repair and make good the same. If the sub-lessee shall not within the period specified in the written notice commence and proceed to execution of works specified as aforesaid, it shall be lawful for the sub-lessor and its agents to enter upon the demised premises and execute such, repairs and works. The cost (which expression shall include but not be limited to all legal costs and surveyor's fees and other expenses whatever attendant thereon) shall be a debt immediately payable by the sub-lessee to the sub-lessor and be forthwith recoverable by action.

PROVIDED THAT the sub-lessee shall not be responsible for repairs caused "by fair wear and tear.

- 9.7 Not to store or bring upon the demised premises or building any articles of combustible, inflammable or of dangerous nature and to comply with" all recommendations of fire authorities as to fire precautions relating to the demised premises .
- 9.8. Not to do or suffer on the demised premises or any part of the building any act, matter or thing whatsoever which may be or tend to annoy, damage, disturb the sub-lessor or the owners or occupiers of any adjoining or neighboring premises.
- 9.9 To use and occupy the demised premises solely and exclusively for approved business only. The sub-lessee shall provide its own internal security in demised premises commensurate with airport, security regulations, external building security to be provided by the sub-lessor.
- 9.10 To pay and make good to the sub-lessor all and every loss and damage whatsoever incurred or sustained by the sub-lessor as a consequence of every, breach or non-observance of the sub-lessee's covenants herein contained and to indemnify the sub-lessor against all actions, claims, liability, costs and expenses arising there from.
- 9.11 To observe and conform to all reasonable regulations and restrictions made by the sub-lessor for the proper management of the demised' premises and/or the building and notified in writing by the sub-lessor to the sub- lessee from time to time. The sub-lessee's employees shall be dressed in Bank uniforms for security reasons.
- 9.12 All emergencies to be reported to the sub-lessor's Facility Manager.

10.0 THE SUB- LESSOR HEREBY FURTHER CONVENANTS

with the sub-lessee (subject to the payment by the sub- lessee of the rents and service charges and provided the sub-lessee has complied with all the covenants and obligations on the part of the sub- lessee to be performed and observed) as follows:-

- 10.1 To repair, provide, amend, renew, cleanse, repaint and decorate and otherwise keep in good and tenable condition:



- (a) The structure of the building and in particular the roofs, foundations and walls thereof but excluding nevertheless there from:-
 - (i) All walls that are wholly within demised premises.
 - (ii) The windows and other glass of and in the demised premises.
- (b) The common entrances, passages, toilet accommodation and all other parts of the building enjoyed or used by the sub- lessee in common with others (hereinafter referred to as the common parts)
- (c) The boundary walls and fence of and the cartilage of the building.
- (d) The fore court, pathways, approach roads, and car parks within the cartilage of the building.
- (e) Entry passes to the sub- lessee employees shall be provided by TAA.

PROVIDED that the sub-lessor shall not be liable to the sub-lessee for any defect or want of repair herein before mentioned unless the sub-lessor has had notice thereof nor in respect of any obligation herein under that is to be" construed as falling within the ambit of any of the sub- lessee's covenants herein before contained.

10.2 To maintain in good working order and repair,

- (a) All apparatus, water and electric appliances in the said common parts.
- (b) All sewer, drains, channels, watercourses, gutters rainwater and soil pipes, sanitary apparatus under or upon the building which shall serve the same (excluding nevertheless any which lie within the demised premises and exclusively serve the same)

10.3 As far as is practicable and without prejudice to the generality of the foregoing to perform the following services.

- (a) To keep clean and reasonably well lighted the said common parts.
- (b) To maintain at all times during normal business-hours an adequate supply of water in the toilet accommodation situated in the said common parts.
- (c) To supply, maintain, repair and renew as need be such fire fitting equipment in the said common parts as the sub-lessor 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 supply, provide, 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

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things which the sub-lessor may deem desirable or necessary for the maintenance, upkeep or cleanliness of the building.

- (f) To employ such staff as the sub-lessor 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 sub-lessor' 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.

- (g) To keep insured the demised premises as part of the building and sub-lessor's fixtures therein against loss or damage by fire and such other risks as the, sub-lessor shall deem desirable or expedient. However the sub- lessor shall not be liable to insure any of the sub-lessee's properties inside the demised premises.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:

- 10.4** If and whenever during the said term the rent remains unpaid for fifteen (15) days from the date when such rent fell due, the sub-lessor may serve the sub-lessee a fifteen (15) days' notice to remind him of the debt and if the rent is not paid within the said fifteen (15) days from the date of issuing the notice of reminder the sub-lessor may evict the sub-lessee without further notice.
- 10.5** In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire or act of God or force majeure or other risks against which the sub-lessor shall have confirmed as to' be unfit for occupation and use, then (unless the insurance money shall be wholly or partially irrecoverable by reasons solely or in part of any act or default of the sub-lessee) the rents hereby, reserved on a fair proportion thereof according to the nature and extent of the damages sustained shall not be paid.
- 10.6** The Sub- Lessor shall not be responsible to the Sub- Lessee or the sub-lessee's licensees, servants, agents, invitees or other persons In the demised premises or calling upon the Sub- Lessee for any accident happening " or injury suffered or damage to or less of any chattel or property sustained on the demised premises or in the said building.
- 10.7** It is hereby declared that each of the sub-Lessee's covenants herein shall remain in full force both at law and equity notwithstanding that the sub -lessor shall have waived or released temporarily or permanently revocable or irrevocable or otherwise howsoever a similar covenant or similar covenant affecting other adjoining or neighboring premises for the time being belonging to the sub- lessor.

11.0 TERMINATION OF THE SUB-LEASE

This sub- lease shall come to termination upon the occurrence of the following events.



- Death or bankruptcy of the sub-lessor
- Breach of any of the fundamental terms of the sub- lease or continued breach of the terms of this sub-lease by either party upon 30 days' notice.
- Demolition of the demised premises or building.
- Fundamental change of circumstances rendering it impossible for the parties herein to maintain this sub- lease.

12.0 NOTICES ON TERMINATION OF THE SUB- LEASE

The sub- lessee or sub-lessor shall when desirous of terminating the sub-lease for any other reasons, other than the default of the terms of this sub lease shall give a three months' notice of Termination of the sub- lease in writing to the sub- lessor or sub-lessee or in lieu of the notice the sub lessor / sub-lessee shall pay to the other three (3) month's rent forth worth.

13.0 FORCE MAJEURE

- 13.1 No party hereto shall be considered In default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake or because, of any law, order, proclamation, regulation or ordinance of the government or subdivision thereof or because of any other reason beyond the reasonable control of the party affected.

PROVIDED that notice in writing of the occurrence of such event and its effect on the party' ability to perform its obligation is given within the shortest possible period.

- 13.2 As soon as the cause of the force majeure has been removed the party affected by such cause, shall notify the other party. Should one or both of the parties hereto be prevented from fulfilling its obligations by a state 'of force majeure lasting more than three months, the parties shall consult with each other and determine or the future performance of this sub lease. None of the parties shall have a right to claim any damage from the other part by reason of the occurrence of force majeure.

- 14.0 **IT IS HEREBY FURTHER AGREED AND DELARED** between the sub-lessor and sub-lessee that:

- 14.1 The parties herein agree to be bound and be subject to the relevant terms of the lease agreement between the lessor (Tanzania Airport Authority) who is the owner of the airport land and the lessee (Swissport Tanzania PLC) who is lessee of part of the said airport land, as shown in a synopsis annexed as Schedule "A" of this sub - lease.
- 14.3 All minor maintenances such as replacement of padlock, electrical bulbs, wire gauze fittings and the like in the demised premises shall be the responsibility of and under taken by the sub-lessee. These Sub-lessors shall be responsible for major maintenance of the building.

14.4 The sub-lessee shall ensure that its personal properties are insured. Any damage to the sub-lessee's properties during the term of the lease shall not be the responsibility of the sub-lessor.

14.5 Registration charges and other expenses in connection with or incidental to the preparation of the sub-lease shall be borne by the sub-lessee.

15.0 NOTICES AND PARTIES ADDRESSES

Any notices required or permitted under the terms of this sub-lease shall be in writing and shall be sufficiently served if delivered by hand or sent by registered mail, telex, facsimile or E-mail.

The parties address to which notices may be given and at which documents in legal proceedings may be served in connection with this sub-lease are: -

(a) Sub-lessor

Chief Executive Officer

Swissport Tanzania PLC

JNIA (Airport)

Fax NO. 255222844343)

E-mail: Dar.Info@swissport.com

P.O.BOX 18043

Dar es Salaam

(b) Sub-lessee

Director

Perishable Movements Tanzania Ltd

Tell: +255 784355606

E-Mail: yusuf52onali@gmail.com

P.O.BOX 13383

Dar es Salaam



Or to such other address or telex or facsimile number as may be forwarded to the other party from time to time by the officer designated by either party.

- (i) Notice given to the above addresses shall be deemed to have been duly given 14 days after posting if posted by registered post to the party's postal address.
- (ii) On delivery, if delivered to the party's physical address;
- (iii) A party may change that party's address for -this purpose by notice in writing to the other party, provided that the addresses include a physical address in the United Republic of Tanzania

IN WITNESS HERE OF the parties hereto have executed these presents on the day and year and in the manner hereinafter appearing.

SUB-LESSOR

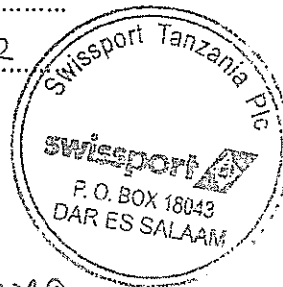
SIGNED, SEALED AND DELIVERED for and on behalf of SWISSPORT TANZANIA PLC in the presence of us this day 06/06 of 2023

Full name: MRIKHO YAKIN

Signature: [Handwritten Signature]

Designation: CHIEF EXECUTIVE OFFICER

Postal Address: P.O.BOX 18043 DAR ES SALAAM



In presence of:-

Full name: Humphrey Samanya

Signature: [Handwritten Signature]

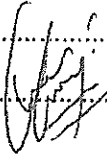
Designation: Ag. CFO

Postal Address: P. O BOX 18043 DAR ES SALAAM

SUB- LESSEE

SIGNED, SEALED and DELIVERED for and on behalf of in the presence of us this day of2023.

Full name: YUSUF ONALI YUSUFALI

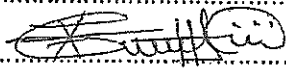
Signature: 

Designation: DIRECTOR

Postal Address: P.O.BOX 118000 DAR ES SALAAM

In the presence of:

Full name: Alfred Gabriel

Signature: 

Designation: OPERATION OFFICER

Postal Address: P.O.BOX 118000 DAR ES SALAAM

