

SUBLEASE AGREEMENT

This Agreement is entered into on this 1st day of September 2024

BETWEEN

SAVANNA FIBRE TANZANIA LIMITED, a company incorporated under the laws of Tanzania with Incorporation No. 176145315 and whose address is Plot No 18, Derm Plaza, Kijitonyama, P.O. Box 11692, Dar es Salaam - Tanzania (herein after referred to as "**the Lessor**") on the one hand;

AND

CP CABLES TANZANIA LIMITED, a company registered under the laws of the United Republic of Tanzania and whose postal address is P.O. Box 71748, Dar es Salaam - Tanzania (herein after referred to as "**the Lessee**") on the other hand.

INTRODUCTION

WHEREAS

- A. The Lessor is the Tenant of a Suite (1,210) M² on the 15th Floor in the building Known as DERM PLAZA located on Plot No. 18, Block 45A, Bagamoyo Road, Kijitonyama Kinondoni District- Dar es Salaam (here in after referred to as '**the Property**');
- B. The Lessee has inspected the said property and is interested of being sub leasing it to serve as its /office space and registered address in Tanzania as they seek more suitable premises.

AND THUS in lieu of the above, the parties are desirous of entering into this Lease agreement on the following terms & conditions:

1.0 LEASE PERIOD & CONSIDERATION

- 1.1. This Agreement is being entered into for a period of **three (3) years** beginning from **1st September 2024** to **31st September 2027**, respectively;
- 1.2. The agreed rental price is **United States Dollars One Hundred (USD 100.00)** per month, to be paid in one (1) full installment of **United States Dollars One Thousand Two Hundred (12,000.00)** on the date this Agreement commences.
- 1.3. The agreed rental price shall be reviewed at the expiry of each calendar year and any increase thereto shall first be agreed in writing by the parties in the form of an addendum before continuance or any renewal.



2.0 LESSOR'S COVENANTS

- 2.1 The Lessor shall be responsible for fulfilling all the necessary administrative and regulatory obligations required before and after the Lessee takes possession thereto;
- 2.2 The Lessor shall permit the Lessee (including its agents, its employees and such persons) to enjoy quiet possession of The Property in respect of any activity relating to and/or connected with the operation of the property's business after having fulfilled all required terms and conditions of this Agreement;
- 2.3 The Lessor shall be permitted to inspect The Property upon giving to the Lessee Seventy-Two (72) hour notice of intention to do so.

3.0 LESSEE'S COVENANTS

- 3.1 The Lessee shall pay the said rent in the agreed manner so as to enjoy quiet & uninterrupted possession of the Property;
- 3.2 The Lessee shall be allowed to furnish & renovate the Property before and during occupation as shall be deemed reasonably necessary for the purposes of carrying out its business;
- 3.3 The Lessee shall take out and maintain adequate insurance cover over all its movable property and any other assets on The Property;
- 3.4 The Lessee agrees not to sublease, sublet or transfer, in any manner whatsoever, the Property, or any part thereof, without the written consent of the Lessor to be obtained in their general meeting duly convened;
- 3.5 The Lessee shall not use The Property for any other purpose save for that which has been approved in terms of this Agreement and as provided by the law and shall take adequate care in maintaining, reasonable wear & tear expected;
- 3.6 Any new immovable fixtures by the Lessor whose removal may cause damage to the Property may devolve to the Lessor upon the lapse of this Agreement as will be agreed then between the parties;
- 3.7 Any renovations to the Property shall be taken into consideration at the time of renegotiation of this Agreement (i.e. after three (3) years) so that the Lessee's contributions and efforts are accounted for, and the lessee shall leave the said Property in its optimum condition *both interior and exterior of the building* before exiting this Agreement.



4.0 UTILITIES & SECURITY

The Lessee shall be solely responsible for payment of power & water bills installed and used at her own expenses as well as communication systems. Any security measures taken will also be at the Lessee's own expense. Generally, the Lessee undertakes to pay all other bills connected with its business in the Property used.

5.0 CESSATION & RENEWAL OF THE AGREEMENT

The tenure of this Agreement is for three (3) years subject to renewal at the Lessor's discretion. Should either party wish to terminate it before the set date, a one (1) month written notice should be given to the other party.

6.0 ALTERATIONS AND ADDITIONS

6.1 The Lessee shall obtain authorization from the lessor to make any improvements, renovations or refurbishments in the said property (as pointed out in paragraph 3.2 above) as may be deemed necessary to suit the business of the Lessee;

6.2 The Lessee shall obtain authorization from the Lessor to attach fixtures, signs and advertisements within The Property, provided the same shall not be detrimental to or inconsistent with the terms of this Agreement or otherwise infringe the rights of neighbouring premises. Such fixtures, signs and advertisements intended to advance the purposes for which The Property is to be used shall remain the property of the Lessee.

7.0 FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations in this Agreement where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. For call other manageable risk the lessee shall take the trouble to provide insurance for its core line of business as well as the said property.

8.0 ASSIGNMENT

The Lessee shall not assign, sub-let, or transfer or hand-over The Property or part thereof to anybody without the express written consent of the Lessor, however the consent shall not be unreasonably withheld.



9.0 DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

10.0 APPLICABLE & GOVERNING LAWS

This Agreement is governed by the laws of the United Republic of Tanzania. Any matters or questions arising in relation to its interpretation shall be interpreted in accordance with the laws of the United Republic of Tanzania.

In witness thereto, parties have entered into this Sub Lease Agreement on the date mentioned below:

SIGNED with COMMON STAMP
of the said SAVANNA FIBRE TANZANIA LIMITED
on this 28 day of August 2024



Name: Thomas Wenanga

Signature: _____

Position: CEO

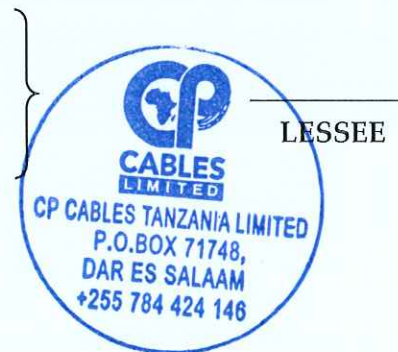
BEFORE ME:

Name: Shazzad Khan

Signature: _____
Shazzad Khan (Aug 28, 2024 09:23 GMT+3)

Qualification: B.Com

SIGNED with COMMON STAMP by the said
CP CABLES TANZANIA LIMITED
on this 28 day of August 2024




Name: Ranjit P Thakur

Signature: _____
Ranjit Thakur (Aug 29, 2024 09:17 GMT+3)

Position: Director

BEFORE ME:

Name: Apolinary Constantine

Signature:  _____
Apolinary Constantine (Aug 28, 2024 10:59 GMT+3)

Qualification: VC-Finance