

**MADE UNDER THE LAND ACT NO. 4 OF 1999**

**LEASE**

**(TITLE NRS 47358 & 47357)**

**BETWEEN**

**HARBOUR VIEW TOWERS LIMITED**

**(LESSOR)**

**AND**

**SIMERA TRANSPORT LIMITED**

**(LESSEE)**



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**Lease of part of the Building located on  
Plot Nos. 2317/108 & 2318/108, Samora Avenue, Dar es Salaam**

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THE LAND ACT NO. 4 OF 1999

LEASE

(TITLE NOS 47358 & 47357)

**THIS LEASE** is made the **8<sup>th</sup> day of March 2022** between **HARBOUR VIEW TOWERS LIMITED**, a limited liability Company incorporated in Tanzania with its registered office in Dar es Salaam of P. O Box **9163**, Dar es Salaam, Tanzania (hereinafter called "**the Lessor**") which expression shall, where the context so admits, include its successors and assigns) of the one part, and **SIMERA TRANSPORT LIMITED** whose address for the purposes hereof is P.O. Box **43061**, Dar es Salaam (hereinafter called "**the Lessee**" which expression shall, where the context so admits, include its successors and assigns), of the other part.

**NOW THIS LEASE WITNESSETH** as follows:-

**1.0 LEASE PERIOD, RENT, SERVICE CHARGE & FITTING OUT**

**1.1 IN CONSIDERATION** of the rent & service charge and the mutual covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee all that area measuring **132 square meters** on the **Fourth Floor** (hereinafter called "the demised premises") of the building situated on **Plot Nos. 2317/108 & 2318/108 Samora Avenue, Dar es Salaam** (hereinafter called "the building") **TO HOLD** the demised premises unto the Lessee for a period of one **(2) years** commencing **1<sup>st</sup> April 2022** and expiring on **31<sup>st</sup> March 2024** (hereinafter called "**the Term**") with an option to renew for a further term of **two (2) years** subject nevertheless to the provisions for renewal hereinafter contained, yielding and paying therefor during the term hereby reserved -:

- a) That is mutually agreed between the parties that the Monthly rent & service charge of **US\$ 1,782.00 (United States Dollars One Thousand Seven Hundred Eighty Two Only, Exclusive of VAT)** subject to review on renewal as hereinafter provided, payable monthly in advance without any deductions except such deductions as may be so deductible as prescribed by law, statute from time to time. Payments may be made in local currency at the exchange rate prevailing on the day of payment.



- (b) The Lessor may revise the Rent & service charge if, during the term of the lease there is an increase in statutory tariffs such as those of electricity, water. Etc. The scope of the Service Charge is as set out under **schedule B** of this Lease Agreement.

## 2.0 LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor:-

### 2.1 Rent & Service Payments

2.1.1 To pay the rent & service charge on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right or claim to withhold rent & service charge or any right or claim to legal or equitable set-off except to the extent to which the Lessor has substantially defaulted on any of his obligations stated under this Lease.

2.1.2 To pay and to indemnify the Lessor against:-

- (a) All rates, taxes, assessments, duties, charges, impositions and outgoings which are now or during the Term shall be charged, assessed or imposed upon the demised premises or upon the owner or occupier of them, **PROVIDED** that this covenant shall not oblige the Lessee to pay any taxes which are, by statute, payable by the Lessor.
- (b) In addition to rent & service charge, Value Added Tax (VAT) (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Lessor for such payment, save where such tax is by law recoverable from the Lessor.



### 2.2. Penalty Clauses Delayed Payments

- (a) If the Lessee shall fail to pay the rent & service charges or any other sum due under this Lease within fourteen days (14) of the date due the Lessor shall provide written notice to the Lessee of such failure and if such rents or other sums are still unpaid seven days following the Lessee's receipt of such written notice, the Lessee shall pay to the Lessor interest on the rent & service charges or other sum from the date when they were due to the date on which they are paid and such interest shall not be deemed to be rent & service charges due to the Lessor together with interest at the prevailing lending rate of the bank.
- (b) Nothing in the preceding clause shall entitle the Lessee to withhold or delay any payment of the rent & service charge or any other sum due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the Lessor in relation to such non-payment including (but without prejudice to the generality of the above) the Lessor's right under the proviso for re-entry contained in this Lease.

2.3 **Charges for Utilities**

To pay to the suppliers thereof and to indemnify the Lessor against all charges for telephone, gas and other services consumed or used at or in relation to the demised premises.

2.4 **Repair, Cleanliness & Replacement of fixtures**

- (a) To keep the demised premises in good and substantial repair and to maintain them in good tenable condition rectifying any damage to the demised premises and when necessary rebuilding the demised premises except in so far as such damage is caused by the action of the Lessor or its agents acting negligently.
- (b) To clean the demised premises and keep them in a clean condition.
- (c) To replace the Lessor's fixtures and fittings, if any, in the demised premises which may be or become beyond repair at any time during or at the expiration of the term as a result of any act, omission or negligence on the part of the Lessee, fair wear and tear excepted.

2.5 **Restoration**

Prior to the termination of the Lease or at any time during the term of the Lease hereby created to restore the demised premises in a good and workmanlike manner and with appropriate materials of high quality as shall be reasonably agreed between the **Lessor** and the **Lessee**.

2.6 **Waste and Alterations**

- (a) Not to commit any waste, and in particular to make every effort to reduce consumption of water and electricity and minimise the use of air conditioning whosoever possible.

(b) **Alterations**

Not to make any internal non-structural alterations to the demised premises or unite the demised premises with any adjoining premises without

- (i) Obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents.
- (ii) Making an application to the Lessor supported by drawings and where appropriate a specification in duplicate, prepared by an architect or member of some other appropriate profession, such person to be approved by the Lessor, who shall supervise the work throughout to completion.
- (iii) Paying the reasonable fees of the Lessor and the Lessor's professional advisers in connection with the approval of such alterations, and



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- (iv) Entering into such covenants as the Lessor may reasonably require as to the execution and reinstatement of the alterations.
- (v) Obtaining the consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- (c) This sub-Clause shall not apply to the erection of internal demountable partitioning of a design and of materials and the layout which are approved in writing by the Lessor subject to the Lessee removing the same at the determination of the terms, if required by the Lessor, and making good all damage caused by such removal.
- (d) To remove any additions, alterations or improvements made to the demised premises at the expiration of the Term if so required by the Lessor to the reasonable satisfaction of the Lessor or its Surveyor and to repair any parts of the demised premises, which may be damaged by such removal.

## 2.7 User Clauses

### (a) Abandoning premises

Not to cease carrying on business in the demised premises or leave the demised premises continuously unoccupied for more than one month without:-

- (i) Notifying the Lessor and
- (ii) Providing such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall require in order to protect the demised premises from vandalism, theft, damage or unlawful occupation.

### (b) Use of Car Park

Not to use the car park other than for the parking of private motor cars thereon, and not to use any spaces other than those specifically dedicated to the Lessee and those provided for loading and unloading cash without prior consent of the Lessor and such consent not to be unreasonably withheld or delayed.

### (c) Pollution

Not to discharge into the pipes serving the demised premises any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.



(d) **Ceiling and Floor Loading**

- (i) Not to bring or permit to remain on the demised premises any safes machinery goods or other articles which may strain or damage the demised premises or any part of them without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- (ii) Not to suspend anything likely to damage the walls of the demised premises.
- (iii) Not without the consent of the Lessor to suspend anything from the ceiling of the demised premises or use the same for the storage of goods or place weight on them.

(e) **Machinery**

Not to install or use in or upon the demised premises any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby premises or outside the demised premises or which may cause structural damage.

(f) **Heating, Cooling and Ventilation**

- (i) Not without the consent of the Lessor which shall not be unreasonably withheld or delayed do anything which interferes with the heating cooling or ventilation of the building or which imposes an additional load on any heating cooling or ventilation plant and equipment in the demised premises or the Building.
- (ii) Save as it shall be reasonably required by the business of the Lessee and the condition of the demised premises not to operate the ventilation equipment in the demised premises otherwise than in accordance with the regulations for such purpose made by the Lessor from time to time.

(g) **Other user Clauses**

- (i) Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) upon the premises without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- (ii) Not to affix or exhibit on the outside of the demised premises or to or through any window of the demised premises nor display anywhere on the demised premises any placard, sign, notice, fascia board or advertisement except any sign permitted by virtue of any consent given by the Lessor which shall not be unreasonably withheld or delayed.
- (iii) Not to make connection with the pipes that serve the demised premises without the Lessor's prior written consent which shall not be unreasonably withheld other than in accordance with plans and specifications approved by the Lessor and subject to consent to make such connection having been previously obtained from the competent statutory authority.



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- (iv) Not to do in or near the demised premises any act or thing by reason of which the Lessor may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- (v) Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye laws applicable to the demised premises or in regard to carrying on the trade or business for the time being carried on the demised premises.
- (vi) Not to do nor allow to remain upon the demised premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Lessor or its other Lessees or to the owners or occupiers of the adjoining buildings.
- (vii) Not to use the demised premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose.
- (viii) Not to use the demised premises as sleeping accommodation or for residential purposes nor keep any animal, fish, reptile or bird anywhere on the demised premises.
- (ix) Not to stop up, darken or obstruct any windows or light belonging to the premises without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

2.8 **Lessor's Right of Entry**

- (a) To permit the Lessor:
  - (i) To enter upon the demised premises at reasonable times to be agreed upon in advance with the Lessee for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed.
  - (ii) To enter upon the demised premises at reasonable times to be agreed upon in advance with the Lessee to view the state of repair and condition of the demised premises.
  - (iii) To give to the Lessee (or leave upon the demised premises) a notice specifying any repairs, cleaning maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee to execute the same as soon as reasonably practicable.
- (b) If within two (2) months of the service of such a notice the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four months or if in the Lessor's reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessor to enter the demised premises to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so



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doing and all expenses properly incurred by the Lessor in connection therewith (including legal costs and surveyor's fees) within fourteen days of a written demand

## 2.9 Alienation

- (a) Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the demised premises or permit another person to occupy the whole or any part of the demised premises.
- (b) Not without the consent of the Lessor which shall not be unreasonably withheld or delayed to assign, underlet or charge part only of the demised premises.
- (c) Not to assign underlet or charge the whole of the demised premises without the prior written consent of the Lessor such consent not to be unreasonably withheld or delayed to a Lessee of acceptable standing and financial strength to the Lessor.
- (d) Prior to any permitted assignment to procure that the assignee enters into direct covenants with the Lessor to perform and observe all the Lessee's covenants and all other provisions of this Lease during the residue of the Term.
- (e) That each and every permitted under lease shall be granted for the residue of the Term then remaining (less a nominal reversion) without any fine or premium at a rent & service charge not less than the prevailing rent & service charge of the demised premises, such rent & service charge being payable in advance on the days on which rent & service charge is payable under this Lease and shall contain such provisions approved by the Lessor as shall be deemed necessary to make such under lease subject to all the terms and conditions of this Lease, mutatis mutandis.
- (f) Notwithstanding clauses 2.9 (a), (b) and (c) the Lessee may share the occupation of the whole or any part of the demised premises with a company which is a member of the same group as the Lessee for so long as both companies shall remain members of that group and otherwise than in a manner that transfers or creates a legal estate.
- (g) To pay the Lessor's reasonable charges in connection with the granting and registration of any such under leases or assignments.



## 2.10 Indemnity for Non-Statutory Expenses

- (a) To pay to the Lessor on an indemnity basis all reasonable and proper costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly incurred by the Lessor in relation to or incidental to:
  - (i) Every application made by the Lessor for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or preferred subject to any lawful qualifications or condition or whether the application is withdrawn (but not where consent is unreasonably withheld or

proffered subject to unreasonable conditions contrary to the express provisions of this Lease).

- (ii) The recovery or attempted recovery of arrears of rent & service charge or other sums due from the Lessee.
  - (iii) Any steps taken in contemplation of or in direct connection with the preparation and service with good cause of a schedule of dilapidation during the Term but in all respects relating to matters arising during the Term.
- (b) To be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of:
- (i) Any act, omission or negligence of the Lessee or any persons at the demised premises expressly or impliedly with the Lessee's authority and under the Lessee's control, or
  - (ii) Any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

#### 2.11 **Notice of Re-letting**

To permit the Lessor at any time to be agreed upon in advance with the Lessee during the Contractual Term and at any time thereafter (or sooner should any of the events listed in Clause 4.1 occur) to enter upon the premises and affix and retain anywhere upon the premises a notice for reletting the premises and during such period to permit persons with the written authority of the Lessor or its agent at reasonable times of the day to view the demised premises.

#### 2.12 **Yielding up**

At the expiration of the Term:

- (a) To yield up the demised premises in good and substantial repair in accordance with the terms of this Lease provided that the Lessee shall pay a sum equivalent to any loss of rent & service charge incurred by the Lessor (which shall be calculated at the current rent on a pro-rata basis for the premises) during such period as is reasonably required for the carrying out of works at the expiration of the term by reason of any breach of repairing and decorating covenants.
- (b) To give up all keys of the demised premises to the Lessor, and
- (c) To remove all signs erected by the Lessee in, upon or near the demised premises and immediately to make good any damage caused by such removal.



2.13 **Viewings**

To permit upon reasonable notice and at times to be agreed upon in advance with the Lessee prospective purchasers of or agents instructed in connection with the sale of the Lessor's reversion or of any other interest superior to the Term to view the demised premises without interruption provided they are authorized in writing by the Lessee or its agents.

2.14 **Notices**

- (a) Upon becoming aware of the same to give notice to the Lessor of any defect in the demised premises which might give rise to an obligation on the Lessor to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Lessor pursuant to any law.
- (b) To give full particulars to the Lessor of any notice, directions, order or proposal for the demised premises made, given or issued to the Lessee by any public authority within fourteen days of receipt and if so required by the Lessor to produce it to the Lessor and without delay to take all necessary steps to comply with the notice or direction or order and at the request of the Lessor to the Lessee to make or join with the Lessor in making such objection or representation against or in respect of any notice, direction, order or proposal as the Lessor shall reasonably deem expedient.



3.0 **THE LESSOR'S COVENANTS**

The Lessor covenants with the Lessee: -

- 3.1 To permit the Lessee peacefully and quietly to hold and enjoy the demised premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.
- 3.2 To keep the demised premises and other parts of the building insured and to promptly supply to the demised premises the services in accordance with Schedule B.
- 3.3 To pay promptly all existing and future land rents and other rates, taxes, assessments impositions and outgoings, which are now payable by the Lessor or which may thereafter be imposed or charged on the Lessor in respect of the demised premises or building and to undertake responsibility for any penalty or fine levied in respect of late payment which is due solely to the fault of the Lessor.
- 3.4 At the Lessor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the demised premises or the use to which the demised premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Lessor, the Lessee or any other occupier and provided that the Lessor shall not be responsible for matters which are the express liability of the Lessee under these presents.

4.0 **THE LESSOR AND LESSEE FURTHER MUTUALLY AGREE AND DECLARE AS FOLLOWS:**

4.1 **Re-entry Clauses**

If and whenever during the Term:-

- (a) The rent & service charge (or any other monies or part of them) under this Lease are outstanding thirty (30) days after becoming due, and if such rents remain outstanding thereafter more than seven days after the Lessee receives written notice that such amounts are outstanding, or
- (b) There is a breach by the Lessee of any covenant or other term of this Lease; or
- (c) The Lessee:
  - (i) Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or
  - (ii) Has a receiver appointed;

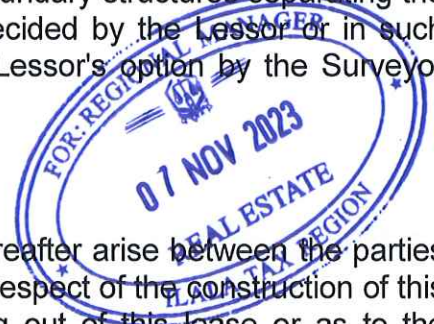
The Lessor may re-enter the demised premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have then accrued to the Lessor against the Lessee in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made).

4.2 **Disputes with Occupiers of Adjoining Premises**

If any dispute arises between the Lessee and the Lessees or occupiers of the adjoining buildings as to any easement, right or privilege in connection with the use of the demised premises and any other part of the building or as to the boundary structures separating the demised premises from any other property it shall be decided by the Lessor or in such manner as the Lessor shall reasonably direct or at the Lessor's option by the Surveyor acting as an expert and not as an arbitrator.

4.3 **Arbitration Clause:**

If any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representatives or assignees in respect of the construction of this lease or concerning anything herein contained or arising out of this lease or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be referred to arbitrator who shall arbitrate the differences. The Arbitrator shall be appointed by agreement between the parties or their successors and assignees under the Arbitration Act [CAP.15 R.E.2002] of the Tanzanian Law. In the event that the parties are unable to agree upon the appointment of an arbitrator then the arbitrator shall be appointed by Tanganyika Law society upon request/application by any party to this Agreement and once the Arbitrator is duly appointed the other party shall comply and agree to such appointment.



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5.0 **OTHER COMMON COVENANTS:**

- 5.1 Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocably or irrevocably a similar covenant or similar covenants affecting the leases with other Lessees of premises in the building.
- 5.2 Save where accident; injury or damage result from defective structural construction of the building constituting the demises premises, the Lessor shall not be responsible to the Lessee or to anyone at the demised premises expressly or by implication with the Lessee's authority for any other types of accident happening or injury suffered or for any damage to or loss of any chattel sustained in the demised premises.
- 5.3 This Lease embodies the entire understanding of the parties relating to the demised premises and to all the matters dealt with by any of the provisions of this Lease.
- 5.4 If after the Lessee has vacated the demised premises on the expiry of the Term any property of the Lessee remains in or on the demised premises and the Lessee fails to remove it within thirty days (30) after being requested in writing by the Lessor to do so or if after using its reasonable endeavours the Lessor is unable to make such a request to the Lessee within twenty eight days from the first attempt so made by the Lessor:

The Lessor may as the agent of the Lessee sell such property and the Lessee will indemnify the Lessor against any liability incurred by it to any third party whose property shall have been sold by the Lessor in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Lessee.

- (b) If the Lessor having made reasonable efforts is unable to locate the Lessee the Lessor shall be entitled to retain such proceeds of sale absolutely unless the Lessee shall claim them within six months of the date upon which the Lessee vacated the demises premises.
- (c) The Lessee shall indemnify the Lessor against any damage occasioned to the demised premises and any actions, claims, proceedings, costs, expenses and demands made against the Lessor caused by or related to the presence of the property in or on the demised premises.
- 5.5 The Lessee and all persons expressly or by implication authorised by it shall have the right in common with the Lessor and all other persons having a like right, to use the building's common parts for the purposes of access to and egress from the building and for all purposes in connection with the use and enjoyment of the demised premises including the right:-



- (a) To have access to and egress from the car park area on specific spaces allocated by the Lessor for private motorcars **PROVIDED** that the Lessor by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.
- (b) To use such toilets in the building reasonably proximate to the demised premises as shall be designated by the Lessor from time to time.
- (c) To the free passage and running of water sewage, gas electricity telephone and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the demised premises in and through the pipes that now or during the lease term serve the demised premises presently laid in or over or under other parts of the building or the estate.
- (d) To display in the reception area of the building a name-plate or sign in positions and of sizes to be specified by the Lessor showing the Lessee's name and any other details approved by the Lessor such approval not to be unreasonably withheld or delayed.

6.0 This Lease shall be governed by and construed in accordance with the laws of Tanzania.

7.0 Any notice to be given under this Lease may be given by sending the same by post, by the quickest mail available or by telex, telefax addressed to the party concerned at its address as given herein below: -

- (a) In the case of the Lessor: -

**THE MANAGING DIRECTOR,  
HARBOUR VIEW TOWERS LIMITED,  
P. O. BOX 9163,  
DAR ES SALAAM, TANZANIA.**

- (b) In the case of the Lessee: -

**THE DIRECTOR,  
SIMERA TRANSPORT LIMITED,  
P. O. BOX 43061,  
DAR ES SALAAM, TANZANIA.**



## 8.0 RENEWAL/TERMINATION CLAUSE

### Renewal

8.1 If the Lessee shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby created, and if the Lessee shall have delivered to the Lessor notice in writing not less than three (3) calendar months before the expiry of the current lease the Lessor, at his discretion, may renew the lease subject to renewal terms and conditions being agreed upon between the Lessor and Lessee.

### Termination

8.2 If the Lessee shall desire to determine the term hereby created he shall give to the Lessor three months notice in writing of the Lessee's intention to terminate the Agreement and on the expiry of the notice the Agreement shall determine forthwith but notice by the Lessee shall be valid only if accompanied by payment for the rent and the service charge for the unexpired term of the Lease, If applicable, **PROVIDED NEVERTHELESS** the Lessor may determine the same by giving the Lessee three months notice if the Lessee is in default of any of the clause of the Lease Agreement

### 8.3 "Force Majeure" Termination

Whenever the demised premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at Lessee's option. Should the Lessee exercise this option, he shall provide written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of such destruction or damage.

If this Lease is terminated the Lessor shall within forty-five (45) business days of termination refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days of Lessee's occupancy under the Lease from the beginning of the current quarter, or the commencement of the Term whichever date is later, to the date of termination.

Should the Lessee elect to remain in the demised premises rendered partially untenable, the Lessor shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the demised premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage. In this event, the Lessee shall be entitled to a proportionate reduction of rent from the day of such partial destruction until the said restoration is completed.

In addition, the term of the Lease shall be automatically extended for such period of time as may be necessary to offset any period for which the rent has been suspended under the foregoing provisions.



IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days hereinafter appearing.

SEALED with the COMMON SEAL of the Said HARBOUR VIEW TOWERS LIMITED and DELIVERED

in our presence this 8<sup>TH</sup> day of MARCH, 2022

STAMP DUTY

Shs: 528,105.681 = Collected  
9930113790211 Receipt No: Date: 9/11/2023

*[Signature]*

Regional Manager - Itala Tax Region

Name : MUJEEB MOHAMED.  
Signature : *[Signature]*  
Postal Address : P.O. Box 9163 DSM.  
Qualification/Designation : DIRECTOR.  
Name : VIJAY GOYAL  
Signature : *[Signature]*  
Postal Address : P.O. Box 9163 DSM.  
Qualification/Designation : GENERAL MANAGER



E/Rates = 2469.63

SID = 528,105.6792

WHT = 5,281,056.792

5,809,162.4712

7/11/2023

SEALED with the COMMON SEAL of the Said SIMERA TRANSPORT LIMITED and DELIVERED

in our presence this 29 day of April, 2022

Name : RAHIM DOSSA  
Signature : *[Signature]*  
Postal Address : 43061  
Qualification/Designation : CEO  
Name : ANAM NAROTTAM  
Signature : *[Signature]*  
Postal Address : 43061  
Qualification/Designation : MANAGER



Before: KENNEDY ALEX M GONGOLWA  
Signature: *[Signature]*  
Date: 7<sup>th</sup> March, 2023.  
Designation: Advocate / Commissioner for Oaths

