

THE LAND ACT (No. 4, 1999)

THE LAND REGISTRATION ACT
(CAP. 334)

LEASE

BETWEEN



UHUSIANO INTERNATIONAL ICT LIMITED
(LESSOR)

AND

UHUSIANO INTERNATIONAL ICT LIMITED
(LESSEE)

LEASE OF PART OF THE BUILDING
LOCATED ON Plot Nos.43/52,1977/51,2262/51,2261/51,2059/51 SAMORA
AVENUE/KALUTA/BRIDGE/ZANAKI Streets, Dar es Salaam

RECEIPT FOR PAYMENT OF TAX
4693815361
1993815361
RECEIPT NUMBER
1589
CUSTOMER NAME
UHUSIANO INTERNATIONAL ICT LIMITED
CUSTOMER ID
1012649
SERIAL NUMBER
031849011
TIN
111111111
TEL
0255 803336
SAMORA / PANDA DRIVE
1 FLOOR 100 FLOOR
P.O. BOX 3469 DAR ES SALAAM
UHUSIANO INTERNATIONAL ICT LIMITED

PART A

LEASE

The premises are leased by the TENANT from LANDLORD subject to the Terms and Conditions set out herein and, in any Annexure, hereto:

1.1 Demise

The premises to be demised under the lease comprise a lettable area of approximately 60.00m² on the 9th floor office number 908 at NHC HOUSE calculated as follows,

Rent

Lettable Area = 60.00m²
Total lettable space = 60.00m²

Service Charge

Lettable Area = 60.00m²
Total chargeable space = 60.00m²

1.2 Car Parking Spaces

You have access to the building parking area with a maximum of one (1) car during working hours. However, if required, a permanent slot to be allocated to you, a Parking fee of Tshs. 50,000 VAT Exclusive per month shall be charged. A parking license for the dedicated parking slot shall be signed to form part of this lease.

Note that, visitor's parking is available surrounding the building at a municipal fee, collected directly by the Municipal/its agent on a daily basis.

1.3 Term

The lease is for a term of one year with an option to renew for further three years, subject to the tenant giving the Landlord three months' notice in writing on the anniversary date.

1.4 Commencement Date

The lease will commence on 15th September 2023 and will expire on 15th September 2024

1.5 Rent & Service Charge

The monthly rental, excluding VAT, payable by the TENANT to the LANDLORD, shall be Tshs. 18,240 VAT Exclusive per m² per month. The monthly service charge shall be Tshs. 6,840 VAT Exclusive.

The monthly rent shall be Tshs. 1,094,400 VAT Exclusive, and monthly service charge shall be Tshs. 410,400 VAT Exclusive as calculated below:

		Tanzania shillings (TZS.)
Rent	60.00 m ² @ Tshs.18,240	1,094,400.00
Service Charges	60.00m ² @ Tshs. 6,840	410,400.00
Total		1,504,800.00
Add VAT 18%		270,864.00
Grand total		1,775,664.00



Rent and service charge shall be payable quarterly in advance which shall be Tshs. 5,326,992 Inclusive of VAT. However, the tenant shall pay one off three months rent (VAT Exclusive) in advance as a security deposit to be refunded at the end of his tenancy subject to settlement of all dues and reinstatement of the demised premises.

		Tanzania Shillings (TZS)
Refundable Security Deposit	3 Months rent VAT Excl.	3,283,200.00

1.6 Service Charge

For the first year a service charge will be based on an initial assessment of Tshs. 6,840 per m² per month payable quarterly in advance together with the rent. The charge will be reviewed from time to time upon notice by the Landlord. VAT is also added to the service charge in accordance with current TRA regulations. At the end of the year reconciliation will be carried out and service charge accounts audited.

If the running costs of the building are higher than budgeted, the additional amount will be payable by the tenant. If lower than budgeted then the excess payment will be credited to the tenant.

The service charge includes inter alia; power supply to common areas; servicing and maintenance of lifts; servicing and maintenance of the generator; Servicing and Maintenance of air conditioning system; servicing and maintenance of fire protection systems; water supply; repair and maintenance of the Building- this includes repair of electrical(does not includes replacement of electrical appliances), plumbing etc; garbage collection; security services (man guards); cleaning to common areas; fumigation of the Building amongst others but does not include electricity to your offices and Diesel consumption, which will be separately charged and payable by the tenant.

Service charge liability will commence from the date of occupation or the lease commencement whichever is earlier.



1.7 Breach of Covenants:

- (i) If the Lessee shall fail to pay the rents or any other sum due under this Lease within fourteen days of the date due whether formally demanded or not the Lessee shall pay to the Lessor interest on the rents or other sum due under this Lease from the date when they were due to the date on which they are paid and such interest shall not be deemed to be rents due to the Lessor, interest to be 4% per annum above the TZS prime average rate of Commercial Bank of Africa (Tanzania) Limited, National Microfinance Bank (NMB), and CRDB Bank.
- (ii) Nothing in the preceding clause shall entitle the Lessee to withhold or delay any payment of the rent 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.

1.8 Charges for Utilities on Demised Premises:

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



PART B

GENERAL CONDITIONS OF LEASE

2.0 DEFINITIONS AND INTERPRETATION

In this lease, unless the content shall otherwise require:

- 2.1 if any provision in a definition is a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition, effect shall be given to it as if it were a substantive provision within the body of the lease;
- 2.2 the building shall mean the building on the property in which the premises are situate, including any extensions or additions thereto from the time.
- 2.3 "common area" shall mean those portions of the building and property including parking bays and walkways other than those actually let or capable of being let to individual tenants;
- 2.4 "the designated person" shall mean the LANDLORD's servants, directors, agents, independent contractors and representatives;
- 2.5 "the property" shall mean the property upon which the building is situated;
- 2.6 the singular shall, where appropriate, be deemed to be a reference to the plural, and vice versa and words importing any one gender include the other gender and natural persons include created entities (corporate or unincorporated) and vice versa;
- 2.7 the headings are used for convenience only and must not be used as an aid to the interpretation of the lease;
- 2.8 when any number of days is prescribed in this lease, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.9 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.10 the terms specified in clause 2 of this lease shall bear the same meanings throughout this lease;
- 2.11 wherever this lease provides that the TENANT shall have no remedy, that shall be construed as a waiver by the TENANT of its claims for loss or damage or right of cancellation or remission of rental or any other claim or remedy (without limitation eiusdem generis) whether in contract or delict or otherwise against the LANDLORD and/or the designated person.
- 2.12 Should the annexures to this lease not contain their own definitions, then the terms of this clause shall be deemed to apply to such annexures
- 2.13 In the remainder of this lease the term "appurtenances" means all the installations and appliances in the premises and includes, without prejudice to the generality of the term, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, windowpanes, window frames and air conditioning units.



3.0 ELECTRICITY AND OTHER CHARGES PAYABLE BY THE TENANT

3.1 The TENANT 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 (including basic and service charges), in respect of;

3.1.1 The premises;

3.1.2 The building and/or property; which are attributable to the use of the TENANT

The TENANT's liability for such charges shall be in accordance with sub-meters which the LANDLORD shall be entitled to install at any time at its discretion or, should no such meters be installed, shall be the TENANT's percentage proportionate share of all such charges for the property and/or the building.

3.2 Should the TENANT fail to pay the charges and/or value added tax thereon for electricity, water, and other services supplied to its premises within 14 days of written demand, then, without prejudice to any other right it may have, the LANDLORD shall be entitled to suspend the supply of such services to the TENANT's premises and the tenant shall have no remedy.

4.0 VALUE ADDED TAX

The TENANT shall pay to the LANDLORD value added tax at the prescribed rate from time to time in terms of the relevant legislation on any amounts payable to the LANDLORD in terms of this lease together with such amounts. The TENANT shall be required to provide necessary documentation if it is an exempted organisation.

5.0 DEPOSIT

5.1 The TENANT shall, on the signing hereof, pay the security deposit equivalent to three Months Rent VAT Exclusive by crossed cheque/direct deposit to the authorised account.

5.2 The LANDLORD shall have the right of applying the whole or portion thereof towards payment of the rent, water, electricity charges, or other charges, key replacements, renovations or any other liability of whatsoever nature for which the TENANT is responsible including damages arising on cancellation. If any portion of the deposit is so applied, the TENANT shall forthwith reinstate the deposit to its original amount. The deposit shall be retained by the LANDLORD and/or its agents free of interest until after the vacating of the premises by the TENANT and the complete discharge of all the TENANT's obligations to the LANDLORD arising from the lease. The TENANT shall not be entitled to set off against the deposit any rent or any other amount payable by it.

6.0 EXCLUSION OF CLAIMS

The TENANT shall have no remedy against the LANDLORD, and/or the designated person for any interruption in the supply of water, electricity, lifts or any other service howsoever caused, including but without limiting the generality of the foregoing, any interruption due to any act or omission on the part of the LANDLORD, and/or the designated person, if in such case the LANDLORD considers it necessary to exercise its right under the lease.



7.0 LANDLORD'S/TENANT'S DOMICILIUM

7.1 The parties choose as the domicilia citandi et executandi for all purposes under this lease, whether in respect of court processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the following addresses: -

7.1.1 The LANDLORD
General Manager
NHC HOUSE COMPANY LIMITED
P.O Box 71965
Dar es Salaam

7.1.2 TENANT
UHUSIANO INTERNATIONAL ICT LIMITED
P.O.BOX 2011
Dar es Salaam

7.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax.

7.3 Any party may, by notice to any other party notify of change in domicilium citandi et executandi to another physical address or telefax number in Tanzania provided that the change shall become effective on the 7th day after the receipt of the notice by the addressee.

7.4 Any notice to a party contained in a correctly addressed envelope and-

7.4.2 Sent by prepaid registered post, to it at its domicilium citandi et executand or

7.4.3 Delivered by hand to a responsible person during ordinary business hours at its domicilium sitandi et executandi.

Shall be deemed to have been received on the day of delivery (unless the contrary is proved). If any notice is given by telefax, it shall be deemed to be received on transmission.

7.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

8 EXCLUSION OF WARRANTIES

The LANDLORD does not warrant that:

The premises are or will be suitable for the purposes for which the premises may be used in terms hereof or the tenants requirements. However, the landlord will ensure that, on commencement date, the premises are suitable for occupation having, amongst others, all walls properly painted, and power and light tested and properly working, ceiling and floor tiles done.

The TENANT will be granted or provided with any licences, consents, authorities, services or permits in respect of the premises for the conduct of any business or any other type of use, or that such licences, consents, authorities, services or permits will be renewed from time to time. The TENANT shall be obliged to take all steps



(including incurring costs if necessary) to obtain licences or renewal of such licences or permits from time to time

9 SUB-LETTING AND TRANSFER OF OWNERSHIP

9.1 The TENANT shall not sublet the premises or any portion thereof, nor cede nor assign nor pledge this lease or any of its rights hereunder without the LANDLORD's prior written consent. Notwithstanding anything to the contrary contained or implied herein in the event of the TENANT wishing to sublet, then application for the consent of the LANDLORD shall be made to the LANDLORD.

10 LANDLORD'S REGULATIONS

The TENANT agrees to comply with the LANDLORD's security and fire protection regulations which may exist in the building from time to time and shall be liable for compliance therewith by its employees and invitees.

11 LANDLORD'S MAINTENANCE

The LANDLORD may take all such steps as it may consider necessary in its sole and absolute discretion for the maintenance and operation of the common areas, building and property as to render them tenable.

12 LANDLORD'S RIGHT OF ENTRY

12.1 The LANDLORD and/or the designated person shall be entitled to enter the premises at all reasonable times for the purpose of inspecting the premises and for carrying out any repairs or any alterations or addition or modification or improvements on or to the building, the premises or the property or other work in respect of the premises or the building if the LANDLORD should desire to do so. The LANDLORD and/or the designated person will be entitled to erect scaffolding, hoardings and building equipment in, at, near or in front of the premises as well as such other devices required by law or which the architects may certify is necessary to carry out the work in question.

12.2 If the exercise by the LANDLORD of its rights hereunder would result in interference with the TENANT or the TENANT'S business, it and/or the designated person shall nonetheless be entitled to exercise such rights.

12.3 The TENANT shall have no remedy in connection with the exercise by the LANDLORD and/or the designated person of any of the aforesaid rights.

13 DAMAGE TO OR DESTRUCTION OF PREMISES

13.1 The LANDLORD may but shall not be obligated to cancel this lease if:-

13.1.2 There is damage to the building such that the premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity; or

13.1.3 There is destruction or damage to the building or parts therefore, whether or not the premises are involved and the LANDLORD determines to put an end to the tenancies in the building in order to reconstruction, renovation or rebuilding.

13.2 The cancellation under clause 13.1 shall be by written notice given by the LANDLORD 60 days of the taking place of the event referred to in clause 13.1. In the event of notice given in terms of this clause such notice shall be deemed to be effective as from the date on which the damage or destruction as the case may be took place, and in the case of notice shall be deemed to be effective on the expiration of a period of 30 days of the giving of such notice.

