NATIONAL SOCIAL SECURITY FUND

SECOND DEED OF VARIATION

BETWEEN

THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND

AND

STARLINK-GULF TRADING LIMITED

(IN RESPECT OF THE LEASE AGREEMENT DATED 26TH JULY, 2021 FOR THE LEASE OF ALL THAT PORTION IN RESPECT OF COMMERCIAL DEMISED PREMISES MEASURING 541.25 SQM, SITUATED ON THE GROUND FLOOR AT HIFADHI EXPORT PROCESSING ZONE, LOCATED ON PLOT NO: 16; BLOCK 'I' ALONG UBUNGO INDUSTRIAL AREA, WITHIN DAR ES SALAAM CITY)

DRAWN BY

Directorate of Legal Services
National Social Security Fund (NSSF)
15th Floor, Benjamin Mkapa Towers, Azikiwe/Jamhuri Street
Tel 255 22 21634000
Email info@nssf.or.tz
P. O. BOX 1322
DAR ES SALAAM

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THIS SECOND DEED OF VARIATION is made this ..4th..... day of ..De.....**2023**

BETWEEN

THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND, a Parastatal Organization and Social Security Fund established under section 53 of the National Social Security Fund Act, CAP 50 [R.E 2018] with its Head Office situated at Benjamin William Mkapa Pension Towers (Tower B) Azikiwe/Jamhuri Street of Post Office Box 1322, Dar es Salaam (hereinafter referred to as the **"LANDLORD"** which expression shall where the context so admits include its successors and assigns of the one part;

AND

STARLINK-GULF TRADING LIMITED, a Private Limited Liability Company Incorporated under the Companies Act, [CAP 212 R.E 2002] of P. O. Box 3056, DAR ES SALAAM, TANZANIA (hereinafter referred to as the "**TENANT**") which expression, shall where the context so admits include Tenants successors and assigns of the other part;

Hereinafter the LANDLORD and the TENANT are referred to as ("Parties").

WHEREAS

A. The Landlord and the Tenants entered into a lease agreement on 26th July, 2021 for a lease of a warehouse located on Plot No; 16 along Ubungo Industrial Area, within Dar Es Salaam City (the "**Lease Agreement**").

B. The lease agreement is for the period of three (3) years commencing on the **1st August, 2021** to **31st July, 2024** and the warehouse being leased comprises of an area measuring 541.25 square meters.

C. The Tenant has requested the Landlord through a letter dated 13th September, 2023 to increase the rentable space from 2,620.25 square meters to 4,420.25 square meters. The Landlord has approved hence the changes will be effective from 1st November, 2023.

D. Pursuant to Clause 25.2 of the Lease Agreement, no change to the Lease Agreement shall be valid unless made by supplemental written agreement executed and approved by the Landlord and Tenants.

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E. This Second Deed of Variation shall be deemed as forming an integral part of the Lease Agreement. Any reference to the Lease Agreement shall be construed as including this Deed of Variation. All provisions of the Lease Agreement shall remain in full force and effect except to the extent that those provisions and references have been revised, amended and/or added to herein.

F. The Landlord and the Tenants agree to amend and vary the Lease Agreement, in the manner set out in this Second Deed of Variation which is supplemental and collateral to the Lease Agreement subject to the terms and conditions set hereunder.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations exchanged of which is hereby acknowledged, the Parties hereto by virtue of this Second Deed of Variation as described herein.

1.0 VARIATIONS TO THE LEASE AGREEMENT

In consideration of the Parties agreeing to the amendments of the Lease Agreement, it is hereby agreed between the Parties hereto that with effect on and from the date hereof, the Lease Agreement shall be varied as follows: -

1.1. To amend the following clauses to read as follows: -

1.2. By deleting the area of the rentable space measuring **2,620.25 square meters** located on the second appearing on the cover page, recital B, clause 1.5, 2.2.1 and 2.3 of the Lease Agreement and replacing it with the rentable space measuring **4,420.25 square meters**.

1.3. By deleting the sum of **TZS 13,101,250/= (Tanzania Shillings Thirteen Million One Hundred One Thousand Two Hundred Fifty only**) exclusive of VAT as it appears in Clause 2.2.1 of the Lease Agreement and replacing it with the sum of **TZS 22,101,250/= (Tanzania Shillings Twenty Two Million One Hundred One Thousand Two Hundred Fifty only)** exclusive of VAT.

1.4. By deleting the sum of **TZS 2,620,250/= (Tanzania Shillings Two Million Six Hundred Twenty Thousand Two Hundred Fifty only)** exclusive of VAT as it appears in Clause 2.3 of the Lease Agreement and replacing it with the sum of **TZS 4,420,250/= (Tanzania Shillings Four Million Four Hundred Twenty Thousand Two Hundred Fifty only)** exclusive of VAT.

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1.5. Parties covenant to each other to continue performing and observing all covenants, provisos and stipulations contained in the Lease Agreement as varied by the modifications herein as if they were repeated in full in this Second Deed of Variation.

2.0 EFFECT OF VARIATION TO THE LEASE AGREEMENT

Save as hereinbefore expressly stated, the Parties hereby confirm that in all other respect, the Lease Agreement shall continue in full force and effect and without amendment, waiver or substitution of any provisions thereof save as herein agreed and the Lease Agreement shall be construed and be read as varied and amended by this Second Deed of Variation.

3.0 THE BINDING EFFECT OF THIS SECOND DEED OF VARIATION

3.1 This Second Deed of Variation is binding to both Parties and their successors and permitted assignees and the above provisions shall be and hereby, are in force and effect for the entire term of the Lease Agreement.

3.2 This Second Deed of Variation and all related documentation are executed voluntarily and without any duress or undue influence on the part of or on behalf of the Parties hereto, with the full intent of creating the obligations described herein and therein.

3.3 This Second Deed of Variation is hereby attached to and made part of the Lease Agreement.

4.0 EXECUTION

This Second Deed of Variation shall be executed in triplicate and/or in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which together shall constitute one and the same Instrument.

IN WITNESS WHERE OF: The Parties hereto, acting through their representatives thereto duly authorized, acknowledge having read this Second Deed of Variation and consent to be bound by all of its terms and thus have caused the same to be signed in their respective names and delivered as of day and year hereinafter appearing.

SEALED with the **COMMON SEAL** of the said **THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND** and **DELIVERED** this ..14th..day of..Dec..... **2023.**

Signature: .....
Name: GABRIEL J. SILATO
Designation: D-P I P
Postal Address: **P. O. BOX 1322,**
DAR ES SALAAM

Signature: .....
Name: SULEIMAN A. MSANGI
Designation: AG DLS
Postal Address: **P. O. BOX 1322,**
DAR ES SALAAM

SEALED/STAMPED with the **COMMON SEAL/STAMP** of the said **STARLINK – GULF TRADING LIMITED (THE TENANT)** and **DELIVERED** in our presence this .....day of.....**2023**

SEAL

Signature: .....
Name: WILLIAM D KIMARO
Designation: DIRECTOR
Address: P. O. BOX 61135
DSM.

IN WITNESS OF:

Signature: .....
Name: ROBERT D KIMARO
Designation: DIRECTOR
Address: P. O BOX 61135
DSM