



## LEASE AGREEMENT

Between

**EXPORT PROCESSING ZONES AUTHORITY (EPZA)**

and

**TANFROZ (T) LIMITED**

**Drawn by:**

The Legal Unit,  
Export Processing Zones Authority  
Nelson Mandela road, Plot No. 1081,  
Ubungo – Mabibo External,  
P. O. Box 12112,  
**DAR ES SALAAM,**  
Tanzania  
Tel: +255 (0)222 451 827-9  
Fax: +255 (0)222 451 830  
Email: [info@epza.go.tz](mailto:info@epza.go.tz)

THIS LEASE AGREEMENT is made this 04 day of ~~AUGUST~~ <sup>SEPTEMBER</sup> in the year of 2014

BETWEEN

THE EXPORT PROCESSING ZONES AUTHORITY, a statutory body established under the Export Processing Zones Act, 2002, (as amended) and having its Offices at Benjamin William Mkapa Special Economic Zone (BWM – SEZ) at Ubungo – Mabibo External, of P. O. Box 12112, Dar es Salaam, Tanzania (hereinafter referred to as “EPZA” and includes its successors in title and assigns) of the one part;

AND

TANFROZ(T)LTD, a Company incorporated in Tanzania in accordance with the provisions of the Companies Act, 2002, (R.E. 2002) having its registered office at, P.O.Box 7555, Dar es Salaam-Tanzania (hereinafter referred to as “the Company”) of the other Party.

WHEREAS:

- (a) EPZA legally owns an Industrial Park known as Bagamoyo Special Economic Zone located at Bagamoyo Coast Region, and the Company wishes to demise a portion of the said Industrial Park identified in the Layout Design for the said Bagamoyo – SEZ as Plot No.6 and 7, comprising 2000 square meters (Hereinafter referred to as “the demised premises”)
- (b) The Company wishes to conduct the Company’s Business at Bagamoyo – SEZ;
- (c) EPZA has agreed to grant the Company a lease in respect of the said demised premises on Plot No.6 and 7, totaling 2000 Square meters. The lease rate is US Dollars 0.25per annum for each square meter leased payable 5 years in advance. For the 2000 square meters allocated, the lease fee demanded is US dollars 25,000 for the 5years advance.
- (d) The Company has agreed and hereby undertakes to lease the said premises for the said period upon conditions and in the manner hereinafter stipulated.
- (e) Commencement date of this lease agreement is 04/09/2014

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NOW THIS AGREEMENT WITNESSETH as follows:

1. **INTERPRETATION AND DEFINITIONS**

Unless a contrary intention clearly appears -

1.1. The following terms shall have the meanings assigned to them hereunder, namely -

- 1.1.1. "**Contractor**" means the person(s) or entity/ entities contracted to undertake construction services on demised premises;
- 1.1.2. "**Default Interest Rate**" means the interest rate at which all overdue amounts payable in terms of this Agreement will attract interest, being Inter - Bank Exchange Rate (IBER) plus 1% (one) percent;
- 1.1.3. "**Design and Construction Guidelines**" means the standards set by EPZA in respect of the design, drafting and drawing preparation for all infrastructure and buildings within the Bagamoyo - SEZ,
- 1.1.4. "**Development Agreement**" means an Agreement to be signed by the Company and EPZA providing, among other things, the terms, conditions and the manner in which the Company shall develop the demised premises in accordance with approvals issued by the EPZA or any other relevant Authority, as the case may be.
- 1.1.5. "**Development Phase**" means the period commencing from the "implementation date" to the "Operation Date" during which the Company shall be entitled to erect buildings and other structures on demised premises.
- 1.1.6. "**Environmental Impact Assessment Certificate (EIAC)**" means the certificate issued by the National Environmental Management Council (NEMC) in respect of the environmental impact assessment conducted for the project intended to be carried out by the Company;
- 1.1.7. "**EPZ Developer's license**" means a license issued to a Company for **developing** EPZ infrastructure.
- 1.1.8. "**EPZ Operator's license**" means a license issued to a Company for undertaking EPZ manufacturing operations.
- 1.1.9. "**Implementation Date**" means the date the lease agreement is signed or the date the EPZ developer's licence is issued, whichever comes earlier;

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- 1.1.10. "**Lease Period**" means the period of Thirty three (33) years **commencing** from the implementation date.
- 1.1.11. "**Operation Date**" means the date on which the EPZ Operator's License is issued to the investor by the EPZA.
- 1.1.12. "**Service Charge**" means a fee charge by EPZA for purposes of **providing** various common services in the Bagamoyo - SEZ.
- 1.1.13. "**Services Infrastructure**" shall mean all fixed and movable **infrastructure** required for the provision of the Utility Services and related services;
- 1.1.14. "**Tax**" means any present or future tax, levy, impost, duty, charge, **surcharge**, fee, deduction or withholding in the nature of a tax, under whatever name, imposed, levied or assessed by any Responsible Authority including, without limitation any interest, penalty, fine or surcharge in connection with any failure to pay or delay in paying of any of the aforesaid;
- 1.1.15. "**Utility Services**" means all the utility services supplied by utility **Companies**, including but not limited to water, electricity, fire services, sewerage services, refuse removal services, security services, telecommunications services and solid waste management services;
- 1.2. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
- 1.3. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.5. when any number of Days is prescribed in this Agreement, 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;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. reference to month/s or year/s shall be construed as Gregorian calendar month/s or year/s;

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- 1.8. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.9. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.10. any reference in this Agreement to a Party shall, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be;
- 1.11. any provision of this lease imposing a restraint, prohibition or restriction on the Company shall be so construed that the Company is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any part thereof through, under, by arrangement with, or at the invitation of, the Company, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the Company or its Associates;
- 1.12. Whenever used in this Agreement, unless the context clearly indicates otherwise, the use of the singular includes the plural and vice versa and the use of any gender is applicable to any other gender.

## 2. DEVELOPMENT OF DEMISED PREMISES

- 2.1. It is agreed that during the 'Development Phase' the Company shall be entitled to erect buildings and other structures necessary to conduct the Company's business.
- 2.2. Within 60 (sixty) Days of the 'Implementation Date', the lead consultant nominated by the Company shall liaise with EPZA regarding the design, construction and development of the buildings and other structures on demised premises (the "Works"). He or She shall hand over to EPZA a project plan setting out the Company's proposal in respect of the Works, including, the milestones by which certain phases of the Works are to be achieved and the expected completion date.

- 2.3. The Company shall obtain EPZA's prior written approval of the building plans before commencing construction. The Company shall also obtain EPZA's prior written approval for any subsequent alterations, additions or improvements made during the Lease Period to such works.
- 2.4. The Company shall procure all necessary Consents and Permits for the design and planning of the buildings and other structures of the demised premises from EPZA or other relevant Responsible Authorities, as the case may be.
- 2.5. The Company shall not be allowed to commence development of the demised premises until all relevant consents are obtained and a Certificate of Commencement of construction is issued by the EPZA to the Company.
- 2.6. The Company shall start construction of the demised premises within 6 months from the implementation date.
- 2.7. Where the Company has not commenced the development of demised premises within six (6) months from the implementation date, and unless proof is furnished by the Company showing that the delay is beyond the Company's control and unless EPZA grants to the Company an extension of time within which to commence development of the demised premises, EPZA shall be entitled to exercise its termination rights as prescribed in clause 11 of this Agreement and the Company shall be deducted 10% of the advance paid as penalty.

### 3. USE OF THE DEMISED PREMISES

Once the Development Phase is complete, the Company shall:

- 3.1. Not use the demised premises or allow it to be used, in whole or part, for any purpose other than for the Company's business and in accordance with the EPZ license issued; or any other business that may be approved by the EPZA, from time to time.
- 3.2. Not cause or commit any nuisance on the demised premises or cause any annoyance or discomfort to the Companies or tenants of adjoining sites.

### 4. THE COMPANY'S OBLIGATIONS FOR THE DURATION OF THE AGREEMENT

The Company undertakes to comply with all obligations stipulated in this Agreement and warrants to do the following:

- 4.1. Regulatory Compliance

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4.1.1 The Company shall, for the duration of the Agreement, ensure compliance with all relevant Laws and Regulations of the United Republic of Tanzania. The Company shall also comply with the terms of the EPZ/SEZ Licenses issued by the EPZA, and to other guidelines formulated in respect of the Bagamoyo – SEZ.

4.1.2 Where the Company violates or in any manner transgresses the terms of any of the applicable laws, regulations, guidelines or policies, EPZA holds itself harmless and the Company will be held responsible for any liability arising thereof.

#### 4.2. Maintenance of demised premises by the Company

4.2.1 The Company shall, during the currency of this Agreement, be obliged to maintain the demised premises and all parts thereof including but not limited to drains, gutters and downpipes, concrete, macadam and other surface finishes and all Services Infrastructure in good order and condition and for such purpose shall attend to such repairs and provide such replacements as may be required.

4.2.2 The Company shall replace or repair, as the case may be, at its own expense, any infrastructure which may be removed from demised premises howsoever and by whomsoever or which may become damaged or broken or destroyed from time to time during the currency of this Agreement.

4.2.3 The Company shall use its best endeavours to prevent and remove at its cost any blockage or obstruction of sewerage or water pipes or drains used in connection with demised premises.

4.2.4 The company shall be responsible for disposal of solid waste coming out of her premises.

4.2.5 The Company shall refrain from interfering with the electrical, plumbing, gas and all other installations on demised premises without prior approval of EPZA.

4.2.6 Should the Company at any time fail to comply with any of its maintenance obligations, EPZA shall be entitled to enter upon the demised premises and on behalf of the Company replace or make good and repair all items stipulated in foregoing clauses at the cost of the Company.

#### 4.3. Security and Access Control Requirements

The Company will be accountable in providing security to its demised premises and for all other assets belonging to the Company. EPZA will not be held responsible for any losses that may occur in relation to the theft of Company's assets or the assets of other persons.

#### 4.4. Rates, Taxes, Levies And Utilities

4.4.1 The Company shall pay lease rental fee in line with the provisions of clause 6 of this agreement.

4.4.2 The Company shall, with effect from the implementation date, be liable for the payment of all claims in respect of utility services including but not limited to water, electricity, gas and any other services provided to the Company by Service Providers for the duration of the Agreement. The Company will also be obliged for payment of all connection fees necessary to connect the demised premises to the services' infrastructure.

4.4.3 The Company shall, with effect from the implementation date, be liable for the payment of all statutory contributions and levies which may become payable or due.

4.4.4 The Company shall, with effect from the implementation date, be liable for the payment of service charges claimed by EPZA or its Assignee in respect of common services provided to the Bagamoyo-SEZ.

#### 4.5. SUBLETTING AND ASSIGNMENT

4.5.1 The Company shall not cede, assign, transfer, alienate, give up occupation or sublet any portion thereof or otherwise assign or dispose of or encumber its rights or obligations under this Agreement without the prior written consent of EPZA.

4.5.2 The demised premises shall not be used for mortgages of whatsoever nature in order to obtain credit from financial institutions.

### 5. EPZA'S RIGHTS AND OBLIGATIONS FOR THE DURATION OF THE AGREEMENT

#### 5.1. Ownership of the demised premises

EPZA holds title to the demised premises and shall not transfer the legal ownership of the demised premises to the Company.

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## 5.2. Provision of Utility Services to demised premises

- 5.2.1 EPZA shall, for the duration of this Agreement, provide common services to the Bagamoyo-SEZ including general security, public lights, and provision of fire fighting services, sewerage system services and general maintenance of the Bagamoyo - SEZ.
- 5.2.2 The Company shall pay a service charge fee to EPZA or its assignee for general services provided to the Bagamoyo -SEZ, the amount of which shall be determined by EPZA from time to time depending on the prevailing circumstances and notified to the Company.
- 5.2.3 Upon reasonable notice to the Company, EPZA may be obliged to interrupt the utility services for maintenance purposes.

## 5.3. Maintenance of the Bagamoyo - SEZ

EPZA shall maintain and service the aesthetic appearance of the Bagamoyo - SEZ, including all roadways and walkways, pause areas, refuse areas and parking areas in such a manner and to such standard that the Companies will conduct their businesses in a reasonable and commercially-efficient manner. Where such obligation is vested upon the Company, EPZA reserves the right to notify the Company of its obligation to undertake such maintenance and services within reasonable time.

## 6. RENTAL

- 6.1. In consideration for its lease of the demised premises the Company shall pay EPZA a rental fee of United States Dollars twentyfive Cents (US\$ 0.25) per Square Metre per Annum. The rental fees shall be payable upfront for the first five (5) years of the lease.
- 6.2. The rental fee shall be paid by way of a Banker's Cheque or through a direct transfer to EPZA's bank account.
- 6.3. The rental fee for the demised premises is subject to review after every five (5) years depending on the inflation rate and the cost of doing business in Tanzania.
- 6.4. The rental payments and all other amounts payable by the Company under this Agreement shall be exclusive of taxes in as far as the EPZ Act provides.
- 6.5. The Company shall be liable for payment of interest on all overdue payments (rental fees, service charges, etc). The interest will be calculated at the Default

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Interest Rate and will accrue from the due date of such overdue amounts until the time they are paid.

7. **INSPECTION AND MONITORING**

For purposes of monitoring and inspecting compliance with the terms of this Agreement, EPZA shall, for the duration of the Lease Period, on reasonable notice to the Company, have unfettered access to demised premises, on the terms and conditions as set out in the Development Agreement.

8. **INSURANCES**

8.1. The Company shall ensure that it has taken out insurances against any risk of damage that may or is likely to happen to the demised premises, including, but not limited to, fire insurance policy.

8.2. EPZA shall have a right to claim from the Company any loss resulting from non-insurance of demised premises.

9. **INDEMNITY**

9.1. The Company shall not, under any circumstances, have any claim or right of action whatsoever or set off against EPZA for damage, loss or otherwise that may occur on the demised premises save for damage or destruction directly or indirectly caused by any act or omission of EPZA, its employees, servants or agents.

9.2. The EPZA shall not be responsible for:

- i. any damage to or loss of any stock-in-trade, equipment, machinery, raw materials, papers or other articles kept on the demised premises (whether the property of the Company or that of anyone else) by rain, hail, lightning or fire or by reason of riots, strike or state's enemies or as a result of theft or burglary, with or without forcible entry, or for any other cause whatsoever,
- ii. any personal injury which may be sustained on the Demised premises by any of the employees, subcontractors, agents, customers or invitees of the Company or any other person whomsoever or howsoever such injury may be caused,

9.3. The company indemnifies the EPZA against any claim of whatsoever nature that may be made against the EPZA by any of the employees, subcontractors, agents, customers or invitees of the Company in respect of personal injuries so sustained

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or in respect of the loss of or damage to anything contained on the Demised premises.

9.4. All the provisions of this clause shall apply and be fully operative notwithstanding that any loss, damage or injury hereinbefore referred to may occur or be sustained in consequence of anything done or omitted by the EPZA or any of its employees, subcontractors, agents, customers or invitees, whether negligently or otherwise howsoever, and notwithstanding that the EPZA may have been in breach of any of its obligations hereunder.

9.5. This clause applies equally to the Company and all its employees, contractors, subcontractors, and agents, and constitutes a stipulation in favour of EPZA's employees, contractors, subcontractors and agents, which EPZA accepts on their behalf.

#### 10. EXPIRATION OF THE AGREEMENT

10.1. This Agreement will expire after thirty three (33) years from the commencement date.

10.2. The Company will have the right to renew the lease agreement subject to EPZA determining that the Company has been fulfilling all the conditions of this lease agreement during the previous tenure.

10.3. Should the Company not wish to renew the lease agreement, procedures described under subsection 11.3 shall apply.

#### 11. TERMINATION

11.1. EPZA shall have the right to cancel this Agreement and to resume possession of demised premises if:

11.1.1 the Company fails to pay rental payments, service charges or other amount due by it to EPZA in terms of this Agreement on due date and continues that failure for more than 30 (thirty) Days after receipt of a notice requiring payment; or

11.1.2 the Company has not obtained the requisite Consents within 90 (ninety) Days since the Implementation Date or where the Company has not commenced the development of demised premises within six (6) months since the implementation date, or where the company fails to commence production/operations within 18 months from the implementation date; or.

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- 11.1.3 the Company closes down the Project or any element of it or ceases operating it due to any reason, and has not within three (3) months after that closure or cessation of operations provided EPZA with a written explanation acceptable to the EPZA and accompanied by supporting documentation showing that those operations will recommence within a reasonable time frame;
  - 11.1.4 the Company commits any other breach of the terms of this Agreement which is incapable of being remedied or where such breach is capable of being remedied, the Company fails to remedy that breach within 7 (seven) Days or such longer period as may be reasonably required if such breach is not capable of being remedied within 7 (seven) Days, after being served with a notice to do so; or
  - 11.1.5 the Company is sequestered, whether voluntarily or compulsorily and whether provisionally or finally; or
  - 11.1.6 the Company is placed in liquidation or under judicial management, whether provisionally or finally; or
  - 11.1.7 the Company allows any judgment or decree against it to remain unsatisfied for a period of 30 (thirty) Days or longer where the Company has not obtained any stay of execution against such judgment or decree; or
  - 11.1.8 the Company commits an act of insolvency within the provisions of the Companies Act, 2002;
  - 11.1.9 the license issued to the Company to conduct its Company's business is terminated in accordance with the provisions of the Export Processing Zones Act, 2002 as amended or any amendment, thereof; or in terms of the Special Economic Zones Act, 2006, as amended.
- 11.2. If for any reason or on any ground the Company occupies demised premises and EPZA disputes its right to do so, then, until the dispute is resolved, whether by settlement, arbitration or litigation, the Company shall (notwithstanding that EPZA may contend that this Agreement is no longer in force) continue to pay (without prejudice to its rights) an amount equivalent to the monthly rental payment provided for in this Agreement, monthly in advance, on the first Day of each month, and EPZA shall be entitled to accept and recover such payments, and such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect EPZA's claim in a dispute. If the dispute is resolved in favour of EPZA, the payments made and received in terms of this clause shall be deemed to be

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amounts paid by the Company on account of damages suffered by EPZA by reason of the unlawful occupation or holding over by the Company. Where the dispute is resolved in favour of the Company, EPZA shall not be entitled to refund the monthly rental payments made during the dispute period.

11.3. The Right Accruing Upon Termination of this Agreement

11.3.1 Upon termination of this Agreement due to expiration of the lease term or due to any other reason after 10 years from the operation date, the Company undertakes to handover the demised premises and the Services Infrastructure thereon to EPZA. The Company shall be entitled to remove machinery, equipment and plant fixed on the demised premises, but shall ensure that such removal does not impair or injure the demised premises.

11.3.2 Where the company wishes to terminate this agreement before the expiration of its term, but within 10 years from the operation date, by reason of failure to carry out its licensed business or for any other reason, the company shall seek the approval of EPZA either

- i. to allow the company to assign its rights under this agreement for the remainder of its term to another company, or
- ii. to cause EPZA to commission an independent valuer to value the company's buildings (excluding the value of the land and the companies machinery, equipment and plant). The value obtained will be paid to the company by another incoming investor occupying the demised premises as compensation less the value representing years that the company has occupied the demised premises.

11.4. If EPZA commits any breach of the terms of this Agreement, and fails to remedy that breach within 7 (seven) Days (or such longer period as may be reasonably required if such breach is not capable of being remedied within 7 (seven) Days) after written notice requiring that it be remedied, provided that no such notice shall be necessary in the case of a third or subsequent breach of the same term then the Company shall have the right, but shall not be obliged, forthwith to cancel this Agreement and to surrender possession of demised premises.

12. FORCE MAJEURE

For the purposes of this Agreement, *Force Majeure* means strikes, revolts, war, civil war, armed conflicts or terrorism, nuclear contamination unless the Company is the source or cause of the contamination, chemical or biological contamination of the Facilities from any of the events, any objectively determinable event beyond reasonable control *ejusdem*

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*generis*, which directly precludes either Party from compliance with all or a material part of its obligations under this Agreement.

- 12.1. Subject to clause 9.2, any Party claiming relief shall be relieved from liability under this Agreement to the extent that by reason of the *Force Majeure* event it is not able to perform all or a material part of its obligations under this Agreement.
- 12.2. Where a Party is (or claims to be) affected by an event of *Force Majeure*:
- i. it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the event of *Force Majeure* as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and
  - ii. it shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure to take steps to mitigate the consequences of the event of *force majeure* in question.
- 12.3. The Party claiming relief shall serve written notice on the other Party within 3 (three) Days of it becoming aware of the relevant event of *Force Majeure*. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of *Force Majeure*.
- 12.4. The Party claiming relief shall notify the other as soon as the consequences of the event of *Force Majeure* have ceased and when performance of its affected obligations can be resumed.
- 12.5. The Parties shall endeavour to agree upon any modifications to this Agreement which may be equitable having regard to the nature of an event or events of *Force Majeure*.

### 13. DISPUTES RESOLUTION

- 13.1. The Parties shall seek to resolve amicably any dispute or difference arising between them in respect of any matter connected to, related with or arising out of this Agreement.
- 13.2. If the Parties cannot resolve any such dispute or difference amicably, Parties may forward their dispute to the Tanzania's National Construction Council. Save as expressly provided in this Agreement to the contrary, the arbitration shall be subject to the legislation for the time being in force in Tanzania.

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- 13.3. The Arbitrator, whose identity must be agreed by both Parties' designated representatives shall be, if the matter in dispute is principally –
- 13.3.1 a legal matter, an advocate or attorney practising in Tanzania of not less than 10 (ten) years' standing;
  - 13.3.2 an accounting matter, a Certified Public Accountant of not less than 10 (ten) years' standing; and
  - 13.3.3 a technical or engineering matter, an independent person appointed by the Engineers Registration Board.
- 13.4. If the Parties fail to agree on an Arbitrator within 10 (ten) Days after the arbitration has been demanded, or fail to agree whether the dispute is of a legal, accounting, technical or other nature within 10 (ten) Days after the arbitration has been demanded, the nomination or determination, as the case may be, shall be of the Executive Secretary of Tanzania Institute of Arbitrators at the request of either Party.
- 13.5. The Parties shall keep the evidence in the arbitration proceedings and any order made by any Arbitrator confidential unless otherwise contemplated herein.
- 13.6. The Arbitrator shall be obliged to give his award in writing fully supported by reasons.
- 13.7. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 13.8. The Arbitrator shall have the power to give default awards if any Party fails to make submissions on due date and/or fails to appear at the arbitration.
- 13.9. All disbursements reasonably incurred by either Party including, without limitation, the cost of air travel, accommodation and subsistence in respect of each Party, its employees, witnesses, expert witnesses, and any fees associated with such witnesses and expert witnesses save for costs that are incurred in the award made by the Arbitrator, shall be borne by the respective Parties to the arbitration provided that all fees (including disbursements and counsel) payable by each Party to its legal representatives shall not be included in such disbursements but shall follow the award of the Arbitrator who shall be empowered to order the payment of such costs as part of his award.
- 13.10. Should either of the Parties institute arbitration proceedings, such arbitration proceeding shall not relieve the Company from any of its obligations to make

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rental payments to EPZA in terms of this Agreement nor shall it relieve EPZA from performing any of its obligations to the Company under this Agreement.

**14. GOVERNING LAW**

This Agreement shall in all respects (including, without limitation, its existence, validity, interpretation, implementation, termination and enforcement) be governed by the substantive Laws of Tanzania.

**15. COMMUNICATION**

- 15.1. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. Notice may be communicated by way of a telefax or email.
- 15.2. Either Party may by written notice to the other Party change the physical address chosen to another physical address where postal delivery occurs in Tanzania or its postal address or its telefax number or e-mail address.
- 15.3. 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 place of domicile.

**16. SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having been severed from the rest of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**17. GENERAL**

- 17.1 This Agreement constitutes the whole agreement between the Parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the Parties.
- 17.2 No agreement at variance with the terms and conditions of this Agreement and no consensual cancellation hereof or any of the terms hereof shall be binding on the Parties unless reduced to a written agreement signed by or on behalf of the Parties.

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17.3 No relaxation or indulgence which the EPZA may show to the Company shall in any way prejudice or be deemed to be a waiver of its rights hereunder and, in particular, no acceptance by the EPZA of rental payments after due date (whether on one or more occasions) nor any other act or omission by the EPZA or its employees shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date or by reason of any subsequent breach by the Company.

17.4 The EPZA shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Company towards the payment of any cause of debt or amount owing by the Company to the EPZA whatsoever.

18. **COSTS**

Each Party shall bear its own costs of and incidental to the negotiation and preparation of this Agreement, and the costs of any stamp duty payable thereon, if any, and any renewal or extension thereof shall be borne and paid by the Company upon demand.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Dar es Salaam and signed in their respective names and delivered as of the day and year herein appearing.

Signed for and on behalf of the **EXPORT PROCESSING ZONES AUTHORITY**

Name: **Dr. A. MERU**

Title: **DIRECTOR GENERAL**

Signature:..... 

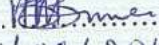
Date: 04/09/2014

SEAL

**WITNESS:**

Name: ..... Eng. Patricia Burure

Title: ..... IDO

Signature: ..... 

Date: ..... 04/09/2014

Signed for and on behalf of

TANFROZ (T) LTD

Name: PINCHY JEAN-FRANCOIS

Title: MANAGING DIRECTOR

Signature:..... 

Date: ..... 04.09.2014



SEAL/STAMP

**WITNESS:**

Name: ..... HALIMA MNUBI

Title: ..... INTERN VALUER

Signature: ..... 

Date: ..... 04.08.2014

