

Office Space Agreement

This Agreement (the "Agreement") is entered into on this [date] by and between:

- 1. Sublessor:** Tanzania Forest Conservation Group (Company No. 13289801), registered in Tanzania Address: Postal code 14112, Street Msasani Village/Misitu No 11, off Mwai Kibaki Road, Plot number 323, Block number NIL, House number 323
- 2. Sublessee:** Village Climate Solutions Limited (Company number: 157358928), incorporated and registered in Tanzania Registered address: District Kinondoni, Ward Msasani, Postal code 14111, Street Morocco, Road Ali Hassan Mwinyi, Plot number 245, Block number B, House number 245

Collectively referred to as the "Parties."

Recitals

WHEREAS, the Sublessor is the tenant under a lease agreement (the "Master Lease") with Mrs. TASNEEM. A. LUKMANJI of P.O. Box 2221, Dar es Salaam], dated [1st May 2024, for office space located at [Postal code 14112, Street Msasani Village/Misitu No 11, off Mwai Kibaki Road, Plot number 323, Block number NIL, House number 323 (the "Premises"); and

WHEREAS, the Sublessor desires to sublease a portion of the Premises to the Sublessee, and the Sublessee agrees to sublease the same under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Subleased Premises

The Sublessor hereby subleases to the Sublessee "An open workspace within the office premises located at Misitu Street No. 11, comprising approximately 32 square meters,

designated for the Sublessee's exclusive use, with access to shared conference rooms, kitchen facilities, restrooms and vehicles parking." (the Subleased Premises").

2. Term

The term of this Sublease shall commence on 1 July 2024 and shall terminate on 30 June 2026 unless terminated earlier in accordance with this Agreement.

3. Rent

The Sublessee shall pay the Sublessor monthly contribution of office running of Tanzanian Shillings Two Hundred Thousand only [TZS 200,000], payable in advance on or before the 30th of each month.

Payments shall be made to:

Account Name: Tanzania Forest Conservation Group
Account Number: 9120000365481
Account Currency: TZS
Bank: Stanbic Bank Tanzania Ltd, Main Branch, Golden Jubilee Tower (PSPF).
Bank Address: P.O BOX 72647.
Dar es Salaam.
Swift Code: SBICTZTX

4. Use of Subleased Premises

The Subleased Premises shall be used solely for office purposes and no other purpose without the prior written consent of the Sublessor.

6. Compliance with Master Lease

The Sublessee acknowledges that this Sublease is subject to the terms of the Master Lease. The Sublessee agrees to comply with all applicable terms and conditions of the Master Lease. A copy of the Master Lease has been provided to the Sublessee.

7. Utilities and Services

Utilities and services are included in the rent

8. Maintenance and Repairs

The Sublessee shall maintain the Subleased Premises in good condition and shall promptly notify the Sublessor of any damages or repairs needed. The Sublessee shall be responsible for damages caused by its negligence or misuse.

9. Alterations

The Sublessee shall not make any alterations, additions, or improvements to the Subleased Premises without the prior written consent of the Sublessor.

10. Indemnification

The Sublessee agrees to indemnify and hold the Sublessor harmless from any claims, liabilities, or damages arising from the Sublessee's use of the Subleased Premises.

11. Termination

Either party may terminate this Agreement by providing 30 days written notice to the other party. Upon termination, the Sublessee shall vacate the Subleased Premises and return it in the condition received, except for normal wear and tear.

12. Assignment and Subletting

The Sublessee shall not assign or further sublease the Subleased Premises without the prior written consent of the Sublessor.

13. Governing Law

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

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings related to the subject matter hereof.

15. Notices

All notices under this Agreement shall be in writing and delivered to the Parties at their respective addresses stated above.

16. Signatures

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement as of the date first written above.

Sublessor:

Charles K Meshack

Executive Director

Signature:  _____

Date: 01st July 2024

Sublessee:

Emmanuel W Walala

Director

Signature:  _____

Date: 01st July 2024