

THE LAND ACT (No. 4, 1999)

**THE LAND REGISTRATION ACT
(CAP. 334)**

LEASE

BETWEEN

**CORDURA LIMITED – TANZANIA BRANCH
(LESSOR)**

AND

GOLD VOYAGE LOGISTICS LIMITED (LESSEE)

**LEASE OF PART OF SECOND FLOOR OF BLOCK "F" OF THE OYSTER BAY BUILDING
LOCATED AT PLOT 344 ALONG TOURE DRIVE
OYSTER BAY, DAR ES SALAAM**

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LEASE

THIS LEASE is made the25th.....day ofJune.....,2024, between **CORDURA LIMITED – TANZANIA BRANCH**, of Post Office Box 2261, Dar es Salaam, Tanzania ("**the Lessor**" which expression shall, where the context so admits, include its successors and assigns) of the one part, and **Gold Voyage Logistics Limited** whose registered office is situated at , **P. O. Box.....1158.....** , **Dar es Salaam, Tanzania**, ("**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. LEASE PERIOD, RENT & SERVICE CHARGE AND POSSESSION OF THE PREMISES:

Lease Period

- 1.1. **IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained the **Lessor** hereby being legally authorized to do so, grants, leases and demises unto the **Lessee** the demised premises, and the Parking Spaces for a term of **Five (5) years** (hereinafter "**the Term**") commencing on **01st July 2024 to 30th June 2029** thereafter subject nevertheless to the provisions for termination and renewal hereinafter contained. The Lessor allows two months of July and August 2024 as fit- out period hence rent shall commence effective from 1st September 2024
- 1.2. Notwithstanding Clause 1.1, the following provisions of this Lease shall be effective on and from the Effective Date: Clauses 1.3 to 1.7, 2.1 and 03 to 09 and Schedules A to C.

Rent

- 1.3. Except in relation to the rental payment in respect of the first Financial Year which shall be payable in accordance with Clause 1.3 the **Lessee** shall pay rent to the **Lessor** in equal installments each Financial Year, payable **six months in advance**. The amount of rent shall be calculated on a monthly basis as follows and the **Lessor** shall issue an invoice to the **Lessee** at least fourteen (14) days in advance of any such rent becoming due (unless otherwise agreed by the Parties):

$$\text{MR} = ((\text{Office Space} \times \text{Office Rent}) + (\text{No. Parking Spaces} \times \text{Parking Rent}))$$

Where: **MR** = The rent due on each Monthly Day (exclusive of VAT);

Office Space (Demised Premises) = the total of 238 square meters that includes 198 square meters of Lettable Office Area on the Second floor and 40 square meters of public area (excluding Varanda space) of The Oyster Bay building, located at Plot 344 Oyster Bay, Dar Es Salaam which is let to the **Lessee** under this Lease and over which the **Lessee** has exclusive use.

Office Rent = US\$ 20.00 (Twenty United States Dollar) VAT exclusive per square meter in respect of the First two (2) years, and rent shall escalate by US\$1 after every two years this Lease term. The said rent shall be paid annual in advance for the duration of this lease term without any deductions except such deductions as may be so deductible as prescribed by the statute from time to time. For avoidance of doubt rent shall be as follow:-

- Year 1 & Year 2 -July 2024 to 30th June 2026 -US\$20 per square meter VAT exclusive**
- Year 3 & Year 4 -July 2026 to 30th June 2028 -US\$21 per square meter VAT exclusive**
- Year 5- July 2028 to 30th June 2029 -US\$22 per square meter VAT exclusive**

Office Rent for Public Area =US\$ 12.50 (Twelve United States Dollar and fifty cents only) VAT exclusive per square meter. The said rent shall be paid annual in advance for the duration of this lease term without any deductions except such deductions as may be so deductible as prescribed by the statute from time to time.

No. Parking Spaces = the total number of **Three (3)** Parking Spaces which are let to the **Lessee** under this Lease and over which the **Lessee** has exclusive use.

Parking Rent = US\$ 90.00 (Ninety United State Dollars) per parking bay per month for upper parking.

For the avoidance of doubt the calculation of Office Rent and Car Park is shown as per table below:

Description	Area	Year 1 & 2 per month		Year 3 &4 per month		Year 5 per month	
		\$ Per Area	Amount in US\$ (Excl.V AT)	\$ Per Area	Amount in US\$ (Excl.VAT)		Amount in US\$ (Excl.VAT)
Office	198m ²	\$20.00	\$3,960.00	\$21.00	\$4,158.00	\$22.00	\$4,356.00
Public area	40m ²	\$12.5	\$500.00	\$12.5	\$500.00	\$12.50	\$500.00
Parking	3 slots	\$90.00	\$270.00	\$90.00	\$270.00	\$90.00	\$270.00
			\$4,730.00		\$4,928.00		\$5,126.00

Service Charge

- 1.4. In consideration of the provision by the Lessor of the Building Service and Estate Service, the Lessee shall pay the Building Service Charge and the Estate Service charge to the Lessor in accordance with the terms of this Lease, the service charge will be based on an initial assessment of US\$3 (United States Dollar three) per square meter payable annual in advance together with rent effective from 1st September 2024. The charges will be reviewed from time to time

For the avoidance of doubt the calculation of Office Service charge is shown as per below:

Description	Area	\$ Per Area	Amount in US\$ (Excl.VAT)
Office Service Charge – Sqm	198m ²	\$3	\$594.00
Public area	40m ²	\$3	\$120.00
Total per month			\$714.00

- 1.5. In respect of the rent payable by the **Lessee** to the **Lessor** for the period from the Commencement Date to the first Computing Date, the **Lessor** shall issue an invoice for such rent (calculated *pro rata* using the formula contained in Clause 1.3 and payable within not less than fourteen (14) days of issue, unless otherwise agreed by the Parties)
- 1.6. The **Lessee** shall deduct withholding tax from all rent payments and the tax withheld shall be remitted by the **Lessee** to the Tanzania Revenue Authority (or such other person(s) Tanzanian law from time to time requires) and a copy of each such certificate shall be provided to the **Lessor** within 7 days of payment to the Tanzania Revenue Authority.

Electricity & Generator costs

- 1.7. In respect of the Commencement Date 1st September 2024, the Lessor shall issue an invoice on monthly basis to the Lessee in respect of the payment of electricity and diesel cost for generator with Value Added Tax on it on a monthly basis to be made by the Lessee to the Lessor (or his nominee) within seven (7) days from date of invoice in order to meet the costs of electricity supply to the demised premises. The lessor shall not be liable to the Lessee for any damage or inconvenience on the event that electricity supply is cut off on account of the Lessee failing to the effect payments of electricity costs within the said time
- 1.8. The Lessor has provided a standby generator to be used by the offices during power disruption during normal working hours, whenever possible. Normal working hours are to be between 6.00am to 7.00pm from Monday to Friday and from 6.00am to 2.00pm on Saturdays.
- 1.9. Subject to Clause 1.8, the Lessee shall make payment to the Lessor within seven (7) days invoice of the invoice date. The Lessor shall not be liable to the Lessee for any damage or inconvenience in the event that electricity supply cut off on account of the Lessee failing to effect payment of electricity cost within the said time.

1.10. Acceptance of this Lease Terms and Occupation of the demised premises

The occupation of the demised premises shall take place effective from 20th June 2024 to allow the Lessee to do office fit-out subject to the lessee sign three copies of this lease agreement and make initial payment of US\$92,267.04 on/or before 20th June which covers the rent, service charge and parking fee from 1st September 2024 to 31st August 2025 and security deposit on rent of US\$13,380.00 and security deposit on electricity of US\$1,800

Security Deposit is refundable at the end of the contract upon tenant meets his rental obligation and handover the space on the good tenantable condition.

For the avoidance of doubt the initial payment on rent, service charge and security deposit are arrived as follows: -

	Area	Rate	12Months Payments	VAT 18%	Total in US\$
Office Rent	198m ²	US\$20.00	US\$47,520.00	US\$8,553.60	US\$56,073.60
Public Area Rent	40m ²	US\$12.50	US\$6,000.00	\$US\$1,080.00	US\$7,080.00
Service charge	238m ²	US\$3.00	US\$8,568.00	US\$1,542.24	US\$10,110.24
Parking Fee	3	US\$90.00	US\$3,240.00	US\$583.20	US\$3,823.20
Security Deposit 3 months rent before VAT					US\$13,380.00
Security deposit on electricity					US\$1800.00
Total			US\$65,328.00	US\$11,759.04	US\$92,267.04

All payments should be payable to the Cordura Limited as per to the below bank details

Account Name: Cordura Limited
Account Number for US\$:001 800 4054
Account Number for Tshs:001 400 3916
SWIFT Code: BARCTZTZ
Branch Code: 001
Bank Name: Absa Bank Tanzania Limited
Branch Address: Ohio Branch,
P.O. Box513, Dar es salaam
Bank SWIFT Code: BARCTZTZ

2. **LESSEE'S COVENANTS:**

The **Lessee** hereby covenants with the **Lessor**: -

2.1. **Rent & Other Payments:**

2.1.1. To pay the rent gross without any set off (other than in relation to withholding tax pursuant to Clause 1.5) in accordance with Clauses 1.3 to 1.5, the Building Service Charge and the Estate Service Charge in each case in accordance with Schedule B of this Lease on the days and in the manner set out in this Lease. Payment to be received by cheque, standing order or direct debit (to be agreed between the parties)

2.1.2. To pay to the **Lessor** and to indemnify the **Lessor** against: -

- (a) All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now or during the Lease term shall be charged, assessed or imposed upon the occupier of the demised premises, **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 and any other payments payable in accordance with this Lease, VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) and stamp duty 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 or duty is by law recoverable from the **Lessor**.
- (c) the cost of registration of this Lease at the Land Registry which shall be affected by the Lessee and for which a certified copy of the said registration with the certified copy of receipt for the fees paid for the days of effective date of registration. Certification may be affected by the Lessees Legal Department.

2.2. **Penalty Clauses for Delayed Payments:**

- (a) If the **Lessee** shall fail to pay the rents or any other sum due under this Lease on or before the Due Date 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 Due Date 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 2% per annum above the US\$ prime rate of ABSA Bank Tanzania Limited.
- (b) 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.

2.3. **Penalty Clauses for Delayed Payments:**

- (c) If the **Lessee** shall fail to pay the rents or any other sum due under this Lease on or before the Due Date 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 Due Date 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 2% per annum above the US\$ prime rate of ABSA Bank Tanzania Limited.
- (d) 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.

2.4. **Charges for utilities on demised premises:**

To pay to the suppliers thereof all costs and charges for telephone, internet, gas and other services consumed or used at or in relation to the demised premises which are not covered by the Building Service Charge, the Estate Service Charge.

2.5. **Repair, cleanliness & replacement of Fixtures in demised premises:**

- 2.5.1. At all times during the Term to repair and keep the interior of the demised premises in good and substantial repair and condition (damage or destruction by any of the insured risks and fair wear and tear excepted).
- 2.5.2. To clean the demised premises and keep them in a clean and tidy condition and clear of all rubbish and to clean as often as may be necessary the inside of the window panes and frames of the demised premises.
- 2.5.3. 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 the Term as a result of any act, omission or negligence on the part of the **Lessee**, fair wear and tear excepted.

The lease is to be drawn on a full recovery basis. The LESSOR is responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time, in or to the building and all parts thereof other than those which are the responsibility of LESSEE or the local authority. This will include the maintenance and repair of the structure of the building, all systems, works and installation contained within the building but including air-conditioning as per the open plan design. For installation of any additional air condition, the service contract and replacement expenses of air-conditioning, will be passed on to the LESSEE whenever maintenance is done which will have to be paid by the LESSEE directly and those which are the responsibility of the LESSEE.

2.6. **Redecoration of demised premises:**

To redecorate the demised premises in a good and workmanlike manner as defined in the **Lessor's** specification and with appropriate materials of a sufficient quality to restore the demised premises within the last six months of the Term, to the same standard they were in at the Commencement Date, fair wear and tear excepted.

2.7. **Alterations to demised premises:**

Not to make any structural or material alterations or additions to the demised premises without the written consent of the **Lessor** (such consent not to be unreasonably withheld or delayed).

2.8. **User Clauses:**

2.8.1. **Abandoning Demised Premises:**

Not to cease using the demised premises as a commercial office or leave the demised premises continuously unoccupied for more than one month without: -

- (a) First notifying the **Lessor** in writing; and
- (b) Arranging for such caretaking or security arrangements as the **Lessor** shall reasonably require and the insurers shall reasonably require in each case in order to protect the demised premises from vandalism, theft, damage or unlawful occupation.

2.8.2. **Use of Car Park:**

- (a) Not to use the car park (including the Parking Spaces) other than for the parking of private motor vehicles thereon without the **Lessor's** consent, such consent not to be unreasonably withheld or delayed.
- (b) The **Lessor** reserves the right to amend the location of the Parking Spaces to elsewhere within the Estate should it be deemed appropriate in the interest of good estate management and having consulted with the **Lessee** and given prior notice in writing. The Parties acknowledge and agree that: (i) while visitor's parking will be provided free of charge, at peak times it may be congested and spaces cannot be guaranteed; and (ii) a time limit of 2 hours will be enforced by way of a clamping system.

2.8.3. **Pollution:**

Not to discharge into the pipes serving the demised premises and the Building Common Parts 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.

2.8.4. **Ceiling and Floor Loading:**

- (a) Not to bring or permit to remain on the demised premises any articles, equipment or tools which may be reasonably likely to cause material damage to the demised premises or any part thereof.

- (b) Not to suspend anything from the partition walls or ceiling of the demised premises or use the same for the storage of goods or place weight on them which may be reasonably likely to cause material damage to the same.

2.8.5. **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 elsewhere in the Building or Estate or which may cause structural damage to the Building unless the **Lessor** has given its prior written consent to the installation or use of any such machinery or apparatus, such consent not to be unreasonably withheld or delayed.

2.8.6. **Heating, Cooling and Ventilation:**

- (a) Subject to sub-clause (b) below, not to do anything which interferes with the heating, cooling or ventilation of the Building or which imposes an unreasonable amount of additional load on any heating cooling or ventilation plant and equipment in the demised premises or the Building.
- (b) 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.

2.8.7. **Other User Clauses:**

- (a) Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) upon the Building without the prior written consent of the **Lessor**, such consent shall not be unreasonably withheld or delayed.
- (b) Not to fix or install any signage on the exterior of the building which is visible from outside the Estate without the **Lessor's** consent, such consent not to be unreasonably withheld or delayed. In the event that the **Lessor** grants the **Lessee** permission to fix or install any such signage, the cost of such fixing or installation shall be paid for by the **Lessee**.
- (c) 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 or delayed, other than in accordance with plans and specifications approved by the **Lessor** (including the Fit-Out Specification) and subject to the receipt of all necessary consents from the relevant statutory authority needed to make such connection having been previously obtained.
- (d) 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.
- (e) Without prejudice to the generality of sub-clause (d) above, to comply in all material respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the demised premises or in regard to carrying on in the trade or business for the time being carried on in the demised premises.
- (f) 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 tenants or to the owners or occupiers of the adjoining buildings.

- (g) 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.
- (h) Not to use the demised premises other than as an office for purposes of carrying out the **Lessee's** licensed and authorised business, as at the Commencement Date.
- (i) 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.
- (j) Not to stop up, darken or obstruct any external windows or light belonging to the demised premises, without the **Lessor's** prior written consent, such consent not to be unreasonably withheld or delayed.

2.9. **Lessor's Right of Entry:**

2.9.1. Subject to the Lessor, its agent, employees and invitees complying with the Lessee's safety and health regulations and not disrupting the Lessee's business, to permit the **Lessor** and its agent: -

- (a) To enter upon the demised premises during Normal Working Hours and upon the provision of reasonable prior written notice (of not less than forty-eight (48) hours except in the case of an emergency) for the purpose of ascertaining that the covenants, schedules and conditions of this Lease have been observed and performed and in the event that the same shall be found to be defective or in breach, to leave notice in writing on the demised premises of such defects or breach which the **Lessee** is liable to repair or remedy under this Lease, requiring the **Lessee** to make good the same as soon as reasonably practicable in a proper manner to the reasonable satisfaction of the **Lessor**.
- (b) To view the state of repair and condition of the demised premises upon the provision of reasonable prior notice (of not less than forty-eight (48) hours).
- (c) at reasonable times and upon reasonable prior notice (of not less than forty-eight (48) hours, for the purposes of undertaking any work to the demised premises of the **Lessee**, or that of any adjoining tenant, which may be required to be undertaken by the **Lessor**.

2.9.2. If:

- (a) the **Lessee** has not commenced or is not proceeding diligently with the execution of the work referred to in the notice served under Clause 2.8.1(a) within two (2) months of the service of such notice; or
- (b) in the **Lessor's** reasonable opinion, the **Lessee** is unlikely to have completed the work referred to in the notice served under Clause 2.8.1(a) within a reasonable period of time following the service of such notice,

to permit the **Lessor** to enter the demised premises to execute such work as may be necessary to comply with the notice served under Clause 2.8.1(a) and to pay to the **Lessor** the cost of so doing and all reasonable, proper and documented costs properly incurred by the **Lessor** in connection therewith (including reasonable legal costs and surveyor's fees) within fourteen (14) days of receipt of a written demand in relation to the same.

2.10. **Alienation of Demised Premises:**

- 2.10.1. 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.
- 2.10.2. Not to under-let or charge part only of the demised premises without the prior written consent of the **Lessor**, such consent not to be unreasonably withheld or delayed and under no circumstances shall the **Lessee** assign part only of the premises.
- 2.10.3. Other than in relation to the assignment of the whole of the demised premises to an Affiliate of the **Lessee**, not to assign, under-let 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 provided that:
- (a) in relation to any such sub-let or assignment it is to a lessee or assignee of similar reputable standing and financial strength to the **Lessee**; and
 - (b) prior to any such assignment, the **Lessee** shall procure that the assignee enters into direct covenants with the **Lessor** to perform and observe all of the **Lessee's** covenants and other provisions of this Lease during the residue of the Term.
- 2.10.4. That each and every permitted underlease shall be granted for the residue of the Term then remaining (less a nominal reversion) at a rent not less than the open market rental value of the demised premises to be approved by the **Lessor** prior to any such rent being payable in advance on the days on which rent is payable under this Lease and shall contain such provisions approved by the **Lessor** as shall be deemed necessary to make such underlease subject to all the terms and conditions of this Lease, *mutatis mutandis*.
- 2.10.5. Notwithstanding Clause 2.10.1 (a), the **Lessee** may share the occupation of the whole or any part of the demised premises with a company which is an Affiliate of the **Lessee** for so long as both companies shall remain Affiliates of each other.
- 2.10.6. To pay the **Lessor's** reasonable, proper and documented legal costs properly incurred in connection with the granting and registration of any such underleases or assignments.

2.11. **Indemnity for non-statutory expenses:**

- 2.11.1. To pay to the **Lessor** on an indemnity basis all reasonable, documented 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:
- (a) Every application made by the **Lessor** on behalf and at the request of the **Lessee** for a consent or license required by the provisions of this Lease whether such consent or license 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).
 - (b) The recovery or attempted recovery of arrears of rent or other sums due from the **Lessee** under this Lease.
 - (c) Any steps taken in direct connection with the preparation and service with good cause

of a schedule of dilapidation prior to or within six months of the termination of this Lease by the **Lessor** pursuant to Clause 4.2 but in all respects relating to matters arising during the Term, such schedule to be based upon inspection of the demised premises which shall be jointly carried out after the expiration of the Term at a time mutually agreed between the **Lessee** and the **Lessor**.

2.11.2. To be responsible for and to keep the **Lessor** fully indemnified against all damages, losses, reasonable, documented and proper costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the **Lessor** arising directly or indirectly out of:

(a) 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 provided that this indemnity shall not apply to damages, losses, costs, expenses, actions, proceeding, claims and liabilities arising in respect of the Landlord's agents, employees, contractors, subcontractors and invitees to the demised premises, or

(b) Any breach or non-observance by the **Lessee** of the covenants, conditions or other provisions of this Lease.

2.12. **Notice of Reletting:**

During the last six (6) months of the Term (or sooner should this Lease terminate whether by the effluxion of time or otherwise), to permit the **Lessor** and/or any prospective tenants of, or any managing agents instructed in connection with the lease of, the demised premises, to view the demised premises during Normal Working Hours and upon the provision of reasonable prior written notice (of not less than forty eight (48) hours) to the **Lessee** provided they are authorised in writing by the **Lessor** or its managing agent.

2.13. **Yielding up:**

At the expiration of the Term:

2.13.1. To yield up the demised premises in good and substantial repair in accordance with the terms of this Lease, fair wear and tear excepted.

2.13.2. To give up all keys of the demised premises to the **Lessor**, and

2.13.3. 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.

2.14. **Viewings:**

To permit the **Lessor** and/or any prospective purchasers of, or any managing 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 during Normal Working Hours and upon the provision of reasonable prior written notice (of not less than forty-eight (48) hours) to the **Lessee** provided they are authorised in writing by the **Lessor** or its managing agent.

2.15. **Notices of Defects:**

2.15.1. As soon as reasonably practicable after becoming aware of the same, to give notice to the **Lessor** of any material 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 applicable law.

2.15.2. To give full particulars to the **Lessor** of any notice, directions, order or proposal for the demised premises made, given or issued to and received by the **Lessee**, by any public authority within fourteen days of receipt and if so, required by the **Lessor** to produce it to the **Lessor**.

3. **THE LESSOR'S COVENANTS:**

Subject to the **Lessee** paying the Office Rent, Building Service Charge and Estate Service Charge in each case in accordance with Schedule C to this Lease, insurance costs and all other charges payable under this Lease to the **Lessor** and to the **Lessee** complying with the covenants and other terms of this Lease, the **Lessor** covenants with the **Lessee**:

- 3.1. To use all reasonable skill and care to perform or procure the performance of the Services as provided under Schedule B to this Lease throughout the Term provided that the **Lessor** shall not be liable to the **Lessee** in respect of any temporary failure or interruption in any of the Services by reason of: (a) necessary repair, replacement or maintenance of any installations or apparatus or their damage or destruction; or (b) by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of fuel materials water or labour or any other cause beyond the **Lessor's** control, in each case unless such temporary failure or interruption in the Services can be attributed to the negligence or default of the **Lessor**, or any of **its agents, employees or sub-contractors**.
- 3.2. 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** for the duration of the Term.
- 3.3. To pay 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 the Building.
- 3.4. To apply from the relevant authorities, within a reasonable time for approvals, permits and consent for the purpose of registering this Lease.
- 3.5. To submit to the relevant authorities whenever required the Certificate of Title and/or the Right of Occupancy in respect of the Estate to facilitate registration of this Lease.
- 3.6. 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** or any other tenant in the Building under these presents.

4. **GENERAL CLAUSES**

The **Lessor** and **Lessee** further mutually agree and declare as follows: -

4.1. **Fit-out Works:**

- 4.1.1. That the **Lessee** requires certain fit out works to be undertaken to the demised premises (the "**Fit-out Works**") and that the same can only commence after Commencement Date and after payment of amount mentioned in Clause 1.1.
- 4.1.2. That **Lessee** shall make such arrangement as are necessary in order to develop the drawings, designs and specification of the Fit-out works (The Fit-out specification"). The **Lessor** shall assist **Lessee** develop Fit-out specifications. The **Lessee** may enter into separate contract with Lessor's Architect, main contractor or with any other contractor or subcontractor engaged in the estate in respect of the development of Fit- out.

4.1.3. At the end of this Lease (whether terminated by either Party or through the effluxion of time), the **Lessee** shall vacate the demised premises without removing the Fit-out Works (except for movable equipment and machinery) and shall not be under any obligation to reinstate the demised premises to the condition they were in prior to the installation of such Fit-out Works.

4.2. **Lessor's Termination Rights:**

If and whenever during the Term: -

4.2.1. The rent (or any other monies) due to the **Lessor** under this Lease are outstanding for at least thirty (30) days after the Due Date; or

4.2.2. There is a serious and continuing breach by the **Lessee** of any covenant or other term of this Lease; or

4.2.3. The **Lessee**: -

(a) Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company); or

(b) Has a receiver or administrative receiver appointed,

the **Lessor** shall be entitled to terminate this Lease without the payment of compensation to the **Lessee** by giving written notice to the **Lessee** under Section 104 of the Land Act of its intention to terminate this Lease either immediately, or, if the breach is capable of remedy, following the expiry of a period of **Ninety (90)** days from the date of such notice.

4.3. **Lessee's Termination rights: -**

4.3.1. If and whenever during the Term and condition that all payments as determined in this agreement have been made by the Lessee and within the time frames and deadlines as stated in this agreement: -

(a) There is a serious and continuing breach by the **Lessor** of any covenant or other term of this Lease; or

(b) The **Lessor**: -

(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 or administrative receiver appointed,

the **Lessee** shall be entitled to terminate this Lease without the payment of compensation to the **Lessor** by giving written notice to the **Lessor** of its intention to terminate this Lease either immediately, or, if the breach is capable of remedy, following the expiry of a period of **Ninety (90)** days from the date of such notice (the "**Rectification Period**"). In the event that, despite using its best endeavors, the **Lessor** is unable to remedy the breach in the Rectification Period, the **Lessee's** right of termination under this Clause 4.3 shall not become effective, provided that the **Lessor**:

(1) gives written notice to the **Lessee** on or before the last day of the Rectification Period stating the reason(s) why it has been unable to remedy the breach during the Rectification Period, together with a detailed estimate of the time it will take the **Lessor** to remedy; and

(2) Provides the **Lessee** with such evidence as it may reasonably require in order to verify that the **Lessor** has used its best endeavors to remedy the breach.

4.3.2. Notwithstanding anything else in this Lease, the Lessee shall be entitled to terminate this Lease without the payment of compensation to the Lessor only after Thirty (30) months of the lease by giving six (6) months written notice to the Lessor prior to the termination date.

4.3.3. In the event that this Lease is terminated by the **Lessee** in accordance with Clauses 4.3.1, 4.3.2 or 8.2, or by either Party in accordance with Clause 7.1, the **Lessor** shall, within thirty (30) days:

(a) Refund to the **Lessee** the balance of any rent or other cost paid in advance by the **Lessee** to the **Lessor** under this Lease (excluding the Building Service Charge and the Estate Service, each of which shall be dealt with in accordance with sub-clause (b) below); and

(b) Either: (i) refund to the **Lessee** the aggregate of any Building Service Charge and any Estate Service Charge owed to the **Lessee**; or (ii) invoice the **Lessee** for the aggregate of any Building Service Charge and Estate Service Charge owed to the **Lessor**, in each case as calculated at the end of the relevant Financial Year as per to this this Lease.

4.3.4. If the **Lessor** fails to pay any sum due under Clause 4.3.3 of this Lease on or before the Due Date whether formally demanded or not the **Lessor** shall pay to the **Lessee** interest on the rents or other sum due under this Lease from the Due Date to the date on which they are paid and such interest shall not be deemed to be rents due to the **Lessee**, interest to be 2% per annum above the US\$ prime rate of ABSA Bank Tanzania Limited.

4.3.5. Nothing in the preceding clause shall entitle the **Lessor** 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 **Lessee** in relation to such non-payment.

4.4. **Disputes with Occupiers of Adjoining Premises:**

If any dispute arises between the **Lessee** and other tenants or occupants of the Building 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 part of the Building or any other part of the Estate, 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.

4.5. **Arbitration Clause:**

If any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representatives or assigns 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 settled by arbitration in accordance with and subject to the provisions of the Arbitration Act [Cap. 15] of the laws of the United Republic of Tanzania. The number of arbitrators shall be three, one appointed by each of the Parties hereto and a third arbitrator (who shall act as chairman) to be appointed by the two arbitrators appointed by the Parties. If any Party fails to appoint an arbitrator or the arbitrators appointed by the Parties cannot agree on the third arbitrator, the arbitrator for the non-appointing party or as the case may be, the third arbitrator shall be appointed by the chairman for the time being, of the Tanzania Institute of the Arbitrators. Any arbitral award issued shall be final and binding and judgment on such award may be entered in any court having jurisdiction thereof

4.6. **Other General Clauses:**

- 4.6.1. 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 tenants in the Building.
- 4.6.2. The **Lessor** shall not be responsible to the **Lessee** or to anyone who is at the demised premises either expressly or by implication with the **Lessee's** authority for any accident, happening or injury suffered to their person, or for any damage to, or loss of, any chattel in all cases, sustained in or on the demised premises, except to the extent that such accident, happening, injury, damage or loss is due to any act or omission of the **Lessor or any of its employees, sub-contractors or agents.**
- 4.6.3. 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.
- 4.6.4. If, after the **Lessee** has vacated the demised premises following the termination of this Lease (whether by the effluxion of time or otherwise), any property of the **Lessee** remains in or on the demised premises and the **Lessee** fails to remove it within fourteen (14) days of the **Lessor** making a written request or not to the **Lessee** to do so:
- (a) 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 that such property belonged to the **Lessee.**
- (b) 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.
- 4.6.5. Time shall be the essence of this Lease both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Lease or by agreement in writing by the Parties.

4.7. **Easements and Other Rights of the Lessee:**

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 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 (without limitation) the following rights: -

- 4.7.1. To have access to and egress from the demised premises, each of the Building Common Areas and Parking Spaces and any areas of the Estate to which the **Lessor** has consented (whether expressly or by implication). Where such access is other than during Normal Working Hours, the **Lessee** will be granted such access provided that it keeps the management of the Building aware of the same.
- 4.7.2. To use such toilets in the Building as are designated by the **Lessor** from time to time including those which are located proximate to the reception area of the Building for use by visitors.
- 4.7.3. To the free passage and running of 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 Term serve the demised premises presently laid in

or over or under other parts of the Building or the Estate.

4.7.4. 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.

4.8. **Invoices**

All invoices issued under or in accordance with this Lease shall set out full and complete details of the payments sought and shall be paid within fourteen (14) days after receipt of Invoice (unless otherwise agreed by the Parties) (the "**Due Date**") except for electricity invoices which shall be paid in accordance with Clause 1.7 of this Lease and shall be delivered to the address below:

(a) In the case of the **Lessor**: -
CORDURA LIMITED
P.O. BOX 2261
DAR ES SALAAM
TANZANIA
Email: finance@corduratz.com and offices@corduratz.com

(b) In the case of the **Lessee**: -
GOLD VOYAGE LOGISTICS LIMITED

Up to the Commencement Date:
Plot No.7 Toure Drive
Oyster bay
Dar es Salaam, Tanzania
Email:

From the Commencement Date:
2nd Floor -The Oyster Bay Building
Plot 344 Toure Drive,
P.O Box.....
Oyster Bay
Dar es Salaam, Tanzania
Email:
hu.shengijja@goldyal.co.za

5. **GOVERNING LAW**

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

6. **NOTICES**

6.1. Any notice to be given under this Lease may be given by delivering such notice by sending the same by recorded post, or by sending the same by or email, in each case addressed to the Party concerned at the details given herein below: -

(a) In the case of the **Lessor**: -
CORDURA LIMITED
P.O. BOX 2261
DAR ES SALAAM
TANZANIA
Landline: +255 683 999 445
Email:
finance@corduratz.com
and offices@corduratz.com

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

From the Commencement Date:
2nd Floor -The Oyster Bay Building
Plot 344 Toure Drive,
P.O Box.....
Oyster Bay
Dar es Salaam, Tanzania
Email: hu.shengijja@goldyal.co.za

6.2. Each Party shall be entitled to amend the contact details contained in Clauses 6.1 and/or 4.8 by written notice to the other Party.

7. **RENEWAL/TERMINATION**

7.1. **"Force Majeure" Termination**

In the event that the Building or any part thereof (including the demised premises) shall be destroyed or otherwise rendered unfit or unavailable for tenancy by the **Lessee** whether through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the **Lessor's** control 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 the **Lessee's** option. Should the **Lessee** exercise this option, it 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 the demised premises were destroyed or otherwise rendered unfit or unavailable for tenancy.

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 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, should the **Lessee** so require, the Term 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.

7.2. **Renewal**

This Lease may, at the end of the Term, be renewed for a **further period of three (3) years** from the date on which it is due to terminate, subject to the **Lessee** giving six (6) months prior written notice to the **Lessor** of its desire to renew and the Parties agreeing on the rent to be paid for this extension.

7.3 **Termination**

The Lessee shall only have the right to terminate this Lease without the payment of compensation to the Lessor only after the Thirty (30) months of the lease by giving six (6) months written notice to the Lessor prior to the termination date.

8. **ETHICAL CONDUCT AND ANTI-CORRUPTION**

- 8.1. Each Party represents and warrants that it has conducted and will conduct its business in accordance with the highest ethical standards and that it will comply with all applicable anti-corruption laws in the performance of its obligations under this Agreement.
- 8.2. If at any time during the Term, a Party becomes aware that it has or may have violated any applicable anti-corruption law (or if it is so determined by any court, tribunal or governmental agency or authority), such Party will immediately take all appropriate steps (including any reasonable requests by the other Party hereto) to remedy such violation and comply with such law in all respects. Where such violation occurs and/or is not remedied, the other Party may terminate this Lease with immediate effect and without the payment of compensation to such other Party.
- 8.3. Each Party for all matters related to the purpose of this Lease maintains books, records, and accounts that, in reasonable detail, accurately and fairly reflect all of its transactions and dispositions of its assets, and maintains a system of internal accounting controls sufficient to provide reasonable assurances that its transactions are executed, its funds are expended, and access to its assets is permitted, only in accordance with its management's authorisation and, for the purposes of evidencing compliance with this Clause 8, will make such books, records and accounts available to the other Party if requested to do so.

9. **CONFIDENTIALITY**

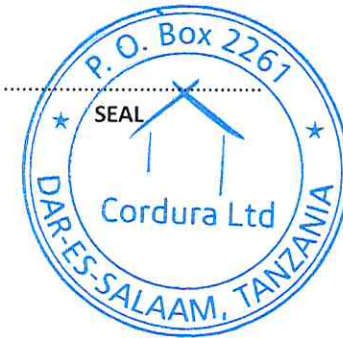
- 9.1. Each Party undertakes to the other that (unless the prior written consent of the other Party shall first have been obtained) it shall, and shall procure that its officers, employees, advisers and agents shall keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatever, or use or exploit commercially for its or their own purposes, any of the confidential information of the other Party, including the contents of this Lease and any other agreement or arrangement contemplated by the same.
- 9.2. The consent referred to in Clause 9.1 shall not be required for disclosure by a Party of any confidential information:
 - 9.2.1. To its officers, employees and agents, in each case, to the extent required to enable such Party to carry out its obligations under or in connection with this Lease and who shall in each case be made aware by such Party of its obligations under this Lease and shall be required by such Party to observe the same restrictions on the use of the relevant information as are contained in this clause;
 - 9.2.2. To its professional advisers who are bound to such Party by a duty of confidence which applies to any information disclosed;


- 9.2.3. To the extent required by applicable law or by the regulations of any stock exchange or regulatory or supervisory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal;
 - 9.2.4. To the extent that the relevant confidential information is in the public domain otherwise than by breach of this clause by such Party;
 - 9.2.5. to a bona fide prospective purchaser of a Party; or
 - 9.2.6. Which is disclosed to such Party by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied.
- 9.3. If a Party becomes required, in circumstances contemplated in Clause 9.2, to disclose any information, such Party shall give to the other Party such notice as is permitted by law and reasonably practical in the circumstances of such disclosure and shall cooperate with the other Party, having due regard to the other Party's views, and take such steps as the other Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

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

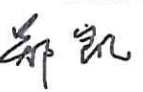
SEALED with the Common Seal of)
CORDURA LIMITED – TANZANIA BRANCH)
and DELIVERED in the presence)
of us this 25th day of June , 2024)

Full Name: Arthur Maxwell Oliver Bailey)
Signature: )
Address: P.O.Box 2261, Dar-es-Salaam,Tanzania)
Designation: Director)



Full Name: Dominic Fidelis)
Signature: )
Address: P.O.Box 2261, Dar-es-Salaam,Tanzania)
Designation: Director)

SIGNED by)
GOLD VOYAGE LOGISTICS LIMITED)
and DELIVERED in our presence)
this 25th day of June , 2024)

Full Name: ZHENG KAI)
Signature: )
Address: P.O.Box 1158, Dar-es-Salaam,Tanzania)
Designation: Director)



Full Name: HU SHENGJIA)
Signature: )
Address: P.O.Box 1158, Dar-es-Salaam,Tanzania)
Designation: Deputy Director)

SCHEDULE A

DEFINITIONS

In this Lease, the following words shall have the respective meanings ascribed to them: -

1. **"demised premises"** means
 - (a) part of **Second floor of The Oyster Bay House located at Plot 344, Oyster Bay Dar es salaam** as is delineated in red on the plan contained at Schedule C to this Lease including (without limitation):
 -
 - (i) The paint paper and other decorative finishes to the interior of the external walls of the demised premises.
 - (ii) The floor finishes (including wooden floor where applicable) so that the lower limit of the premises includes such finishes but does not extend to anything below them.
 - (iii) All false ceilings within the demised premises and the void above them.
 - (iv) The ceiling finishes (here not meaning any false ceilings) so that the upper limit of the demised premises includes such finishes but does not extend to anything above them.
 - (v) The entirety of any non-load-bearing internal walls wholly within the demised premises.
 - (vi) The inner half severed medially of the internal non-load bearing walls dividing the demised premises from other parts of the building.
 - (vii) All doors and windows and the door and window frames within the demised premises.
 - (viii) All additions and improvements to the demises premises.
 - (ix) All the **Lessor's** fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the demised premises whether originally affixed or fastened to or upon the demised premises or otherwise except any such fixture installed by the **Lessee** that can be removed from the demised premises without defacing the same.
 - (x) Any pipes wholly in or on the demises premises that exclusively serve the demised premises.
 - (xi) Any equipment or apparatus (for air extraction or otherwise) that is in or on and that exclusively serves the demised premises.
 - (xii) the easements and other rights (if any) contained or referred to in Clause 4.7 above.
2. (a) **"Building Services"** means those services, facilities and amenities specified in Schedule B to this Lease which relate to the demised premises and/or the Building.

(b) **"Estate Services"** means such services facilities and amenities specified in Schedule B to this Lease relate to the Estate.
3. **"Computing Date"** means **1st April in every year** of the Term or such other date as the **Lessor** may from time to time nominate and **"Computing Dates"** shall be construed accordingly.

4. **"Financial Year"** means, as the case may be, the period from the Commencement Date to and including the first Computing Date and subsequently each period which occurs between two consecutive Computing Dates (excluding the first Computing Date but from and including the second Computing Date in such period).
5. **"The Building and Estate Annual Expenditure"** means in relation to any Financial Year the aggregate of all reasonable, proper and documented costs, expenses and outgoings properly incurred by the **Lessor** during the Financial Year in providing all or any of the Building Services other than those Building Services which are contained to Schedule B (the costs of which shall be for the **Lessor**), together with those costs, expenses and outgoings which are incidental thereto and contained to this Lease and any sales tax payable in each case on such costs, expenses and outgoings (save where such tax is recoverable input tax on the part of the **Lessor**).
6. **"the Building Service Charge"** means the proportion of costs, fees and charges payable by the **Lessee** to the **Lessor** in consideration for the **Lessor's** provision of the Building and Estate Services, being **US\$3 per square meter** from the date of rent commencement date.
7. **"Lettable Areas"** means all areas within the Building or the Estate (as applicable) which are let or designed to be let or designed or constructed so as to be capable of letting, inclusive of the demised premises over which the **Lessee** shall have exclusive use.
8. **"Retained Parts"** means all parts of the Building other than the Lettable Areas.
9. **"Structure"** means:
 - (a) The entirety of the roofs and foundations of the Building.
 - (b) The entirety of all floors and ceilings of the Building (but excluding the floor and ceiling finishes).
 - (c) The entirety of all external walls of the Building (but excluding the paint paper and other decorative finishes applied to the internal faces of such walls).
 - (d) The entirety of all load-bearing walls pillars and other structures of the Building.
 - (e) The windows and window frames in the Building.
 - (f) All other parts of the structure of the Building not referred to in the preceding paragraphs 11(a) to 11(e).
10. **"Plant"** means all apparatus plant machinery and equipment within the Building or on the Estate from time to time including (without prejudice to the generality of the above) lifts, lift-shafts (if any) stand-by generators (other than those stand-by generators provided by the **Lessee**) and boilers and items relating to mechanical ventilation heating cooling public address and closed-circuit television systems.
11. **"Accountant"** means any independent, appropriately qualified accountancy firm registered in Tanzania and appointed by the **Lessor** and/or his nominee to perform any of the functions of the "Accountant" under this Lease.
12. **"Surveyor"** means any independent, appropriately qualified person or firm appointed by the **Lessor** to perform any of the functions of the "Surveyor" under this Lease.
13. **"Building Common Parts"** means the areas and amenities made available from time to time by the **Lessor** for use in common by the tenants and occupiers of the Building and other parts of the Estate and all persons expressly or by implication authorised by them including the pedestrian ways, forecourts, car parks, loading bays, service roads, landscaped areas, entrance halls, landings, lifts, staircases, passages and areas designated for the keeping and collecting of refuse, but not limited to them.
14. **"VAT"** means Value Added Tax or any tax of a similar nature that may be substituted for it.

15. **"Building"** means the office building on the Estate with an entrance from **Plot 344 Toure Drive, Oyster Bay, Dar es Salaam.**
16. **"Estate"** means the office buildings, parking spaces and generators located on Plots 344, 368 & 369, Oyster Bay, Dar es Salaam, located between Toure Drive and Msasani Road.
17. **"Parking Spaces"** means total number of 3 (Three) car-parking spaces to be allocated to the **Lessee.**
18. **"Commencement Date"** means 1st April 2024.
19. **"Quarter Day"** means **the 31 March, 30 June, 30 September and 31 December.**
20. **"Office Space"** shall have the meaning given to that term in Clause 1.3.
21. **"Normal Working Hours"** means 6.00am to 7.00pm from Monday to Friday and from 6.00am to 2.00pm on Saturdays.
22. **"Fit-out Works"** shall have the meaning given to that term in Clause 4.1.1.
23. **"Effective Date"** means the date on which this Lease is executed by both of the Parties.
24. **"Affiliate"** means, in relation to a person, any other person, directly or indirectly, controlling or controlled by or under common control with that person and for the purposes of this definition **"control"** means the power of a person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person) that the affairs of such other person are conducted in accordance with its wishes and **"controlled"** and **"controlling"** shall be construed accordingly.
25. **"Due Date"** shall have the meaning given to that term in Clause 4.8.

SCHEDULE B

1. SCOPE OF THE BUILDING & ESTATE SERVICES

1.1. Maintaining Structure and Retained Parts:

- 1.1.1. Maintaining and repairing and where necessary rebuilding, renewing, and/or reinstating the Structure.
- 1.1.2. Maintaining and repairing the outer half severed medially of all internal non-load-bearing walls dividing the demised premises from the other parts of the Building.
- 1.1.3. Maintaining, repairing, amending, altering and where necessary rebuilding, renewing and reinstating and where appropriate treating, washing down, painting and decorating to such standard as the **Lessor** may from time to time consider adequate the Retained Parts of the Building including (without limitation) the entirety of all walls floors and ceilings surrounding and all doors and window frames and door and window frames in the Building Common Parts (but excluding any such items or parts of them that are the exclusive responsibility of the **Lessee** or any other tenant in the Building).

1.2. Water Supply:

Maintaining at all times an adequate supply of water and supplying the necessary washing and toilet requisites in the Building Common Parts.

1.3. Plant:

Inspecting, servicing, maintaining, repairing, amending, overhauling, replacing and insuring (save in so far as insured under other provisions of this Lease) all equipment and Plant in the Building which serve the demised premises (but excluding Air-Conditioners in the demised premises whose repairs, replacements and its service contract expenses will be passed on to the LESSEE as per point 2.4.4 or any items or parts of any items of such other equipment or Plant whose maintenance is the exclusive responsibility of the **Lessee**).

1.4. Pipes:

Maintaining, repairing, cleaning, emptying, draining, amending and where obsolete or beyond repair, renewing all pipes in on under or over the Building (but excluding any pipes or parts of them whose maintenance is the exclusive responsibility of any other tenant in the Building).

1.5. Cleaning the Building Common Parts:

Cleaning, treating, polishing and lighting the Building Common Parts to such standard as the **Lessor** may from time to time reasonably consider adequate.

1.6. Gardens and floral decorations:

Providing and maintaining (at the **Lessor's** reasonable discretion) plants, shrubs, trees and floral decorations in the Building Common Parts and keeping the same properly attended.

1.7. Fixtures and fittings:

Supplying, providing, purchasing, maintaining, repairing and where necessary, renewing, replacing, servicing, overhauling and keeping in good and serviceable order and condition all appurtenances, fixtures, fittings, bins receptacles tools, appliances materials equipment and other things which the **Lessor** may reasonably deem desirable or necessary for the maintenance appearance upkeep or cleanliness of the Building or any part thereof.

1.8. **Refuse:**

The Lessor is responsible for disposing the refuse from a common collection point in the Building and the provision, repair, maintenance and renewal of any Plant and/or equipment for the collection, treatment, packaging and/or disposal of the same.

1.9. **Security services:**

A 24-hour security service to the common areas is provided by a hired security firm. The LESSOR and his agents bear no responsibility for the performance of the subcontracted firm and cannot be held liable for any failure on its part. The LESSOR is currently reviewing other aspects of the Security of the property and the provision of controlled access to all areas of the property as well as CCTV at all entry and exit points on the property. Security costs will be payable under service charge.

1.10. **Telephones and data:**

It is the Lessee's responsibility to obtain telephone and data connections.

The following points are applicable:

- a) If the tenant wishes to connect to TTCL or other internet suppliers, this must be their arrangement and at their cost.
- b) All external wiring is not allowed and will be removed.
- c) The wiring run from TTCL or internet for any other connection is to be discussed and have prior agreement of Landlord and not visible.
- d) No external aerials or dishes will be allowed without prior arrangement of the Landlord.

1.11. **Other services:**

Any other services provided by the **Lessor** from time to time during the Term whether or not expressly notified to the **Lessee** relating to the Building or any part thereof which are reasonably necessary and for the benefit of all of the tenants in the Building.

SCHEDULE C

PLANS