

TANZANIA RAILWAYS CORPORATION



LEASE AGREEMENT

BETWEEN

TANZANIA RAILWAYS CORPORATION

AND

MAXIMA CLEARING AND FORWARDING LTD

LEASE AGREEMENT

This Agreement is made this 20th day of March 2022

BETWEEN

TANZANIA RAILWAYS CORPORATION (TRC), a statutory body established under the Railways Act, 2017 having its principal office at Sokoino Drive/Railway Street, P.O. Box 76959, Dar es Salaam (hereinafter referred to as "**the Lessor**"), on the one part;

AND

MAXIMA CLEARING AND FORWARDING LTD, a company incorporated under the Companies Act 2002 having its principal place of business in Dar es salaam, P.O. Box Dar es Salaam Tanzania (herein after referred to as "**the Lessee**"), on the other part.

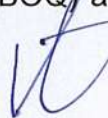
It is hereby declared that the **LESSOR** and the **LESSEE** shall jointly be referred to as the "**the PARTIES**" and singularly as "**a PARTY**"

WHEREAS the lessor has exclusive rights to ownership and control of a piece of land located at Plot No. 321/13 Kurasini Dar es salaam covering 4,239 Square Meters ("herein after called "**the Demised Premise**")

WHEREAS the Lessee has expressly requested and the **Lessor** has accepted to lease the Demised Premise for transportation purposes pursuant to the terms and conditions hereby stipulated.

NOW THEREFORE, THE PARTIES WITNESSETH AS FOLLOWS: -

1. That the **lessee** shall undertake a construction of building for office use and a fence wall as per approved Bill of Quantity (BOQ) at his own cost and that the



lessee shall not be entitled to any reimbursement for the cost incurred. Further, at the end of this contract period the office building and fence wall shall be and at all time remain the property of the **lessor**.

2. That this Agreement shall be for a period of five years (5) commencing from 1 October, 2022 to 31 September, 2027 with an option of renewal upon mutual agreement by both parties and the Lessee shall give the Lessor not less than three (3) months' notice in writing of its intention to renew before the expiry of this agreement.
3. That the Lessee shall have a grace period of six months (6) commencing from 1 October, 2022.
4. That before renewal of this Agreement, the parties may agree on a new rent.
5. That the total rent for the demised premises shall be TZS. 13,005,252/= per month (VAT inclusive) the amount which is equal to TZS. 2,600.00/= per square meter this is equal to TZS. 156,063,024/= per year.
6. That the lessee had already paid TZS. 9,082,500.00/= being cost for demolition and site clearance the amount which shall be deducted from the total rent that will be paid to the lessor by the lessee.
7. That the rent shall be paid per annum and payment shall be duly made within seven (7) days after being saved with control number by the **lessor**.
8. That notwithstanding the provision of **clause 1** above, the Lessee shall not make any other changes or alterations to the structure or appearance of the demised premise save with written consent of the Lessor.
9. That the **Lessee** shall be responsible for securing any/all necessary consent of competent authorities for the carrying out of its operation and shall at all times comply with Municipal by-laws, Regulations and any other controls relating thereto.

10. That the **Lessee**, its agents, servants and Contractors, together with their workmen, plant, machinery and equipment's will have access to the said demised premise at all times to enable the **Lessee** to install, erect, operate, repair and maintain apparatus pertaining thereto on understanding that they do not unduly cause inconvenience or interfere with the rights of other occupiers of the demised premise provided that if any damage is caused to the said property will be rectified and made good by the **Lessee** at his own cost and charge.
11. The **Lessor** shall be entitled at all reasonable times to enter upon the leased premises to satisfy himself that the terms and conditions of this Agreement are being carried out.
12. The Lessee shall be responsible for the payment of water and electricity consumption on the Demised Premise.
13. The **lessor** shall inform the lessee 2 month in advance on the event that the demised premise in which the **Lessee** operates is sold, leased, improved or developed by operation of the law or other government directives or orders and where an alternative location for the **Lessee** cannot be secured, the Agreement shall be considered terminated and parties shall bear their own cost and refund shall be made for any unused rental amount after the Lessee has rectified all defects, if any on the leased premises.
14. That upon termination of this **Agreement** the **Lessee** shall remove all its fittings affixed or fastened, plant, machinery and apparatus on the leased premises and shall leave the space occupied by it, in good order and condition, fair wear and tear alone expected, and making good any damage caused by such removal.
15. That, the **Lessee** will effect and maintain comprehensive insurance against all loss and damage, that may be sustained arising through the use of its operations, and indemnifies the **Lessor** or any third part against all loss or damage arising therefrom.

16. That, this **Agreement** may be terminated by either party on good cause upon serving the other party three-months' notice in writing.
17. That in the event that the **Lessee** fails to pay rent, and such failure continues for a period of twenty-eight (28) days after the date for which it is due, the **Lessor** shall be entitled to summarily terminate this Agreement.
18. Any notice under this Agreement shall be in writing and shall be sufficiently served if sent by registered post at the party's above-mentioned address or if delivered by hand.
19. This Agreement shall be governed by the laws of Tanzania.
20. That in the event of any dispute or difference at any time arising between the parties herein in respect of any provision of this Agreement or with reference to anything arising out of or incidental thereto, the parties shall make every effort to amicably resolve disputes by negotiation; failure of which the court with competent jurisdiction to settle the dispute shall determine it.

IN WITNESS WHEREOF: The Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY OR ON BEHALF OF THE LESSOR BY:

Masanja K.Kadogosa,

The Director General,

Tanzania Railways Corporation

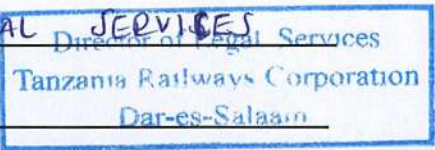
signature _____

IN PRESENCE OF;

Name: VICENT E.A. TANQDH

Address: P.D BOX 76959 DAR-ES-SALAAM

Title: DIRECTOR OF LEGAL SERVICES
Signature: [Signature]



SIGNED, SEALED/STAMPED AND DELIVERED BY OR ON BEHALF OF THE LESSEEBY:

Name: JOEL LUCIAN UJESU

Duly authorized officer of MAXIMA CLEARING AND FORWARDING LTD

Address: 76111 DSM

Title: DIRECTOR

Signature: [Signature]



IN PRESENCE OF:

Name: NESTORY RICHARD MFIKIMBE

Address: 76111 DSM

Title: Finance Manager

Signature: [Signature]





THE LAND ACT (No. 4, 1999)

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

LEASE

BETWEEN

**NHC HOUSE COMPANY LIMITED
(LESSOR)**

AND

**MAXIMA CLEARING AND FORWARDING
(LESSEE)**

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

PART A

LEASE

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



1.1 Demise

The premises to be demised under the lease comprise a lettable area of approximately 70.00m² on the 9th floor office number at NHC HOUSE calculated as follows,

Rent

Lettable Area = 70.00m²

Total lettable space = 70.00m²

Service Charge

Lettable Area = 70.00m²

Total chargeable space = 70.00m²

1.2 Car Parking Spaces

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

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

1.3 Term

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

1.4 Commencement Date

The lease will commence on **16th September 2022** and will expire on **15th September 2025**.

1.5 Rent & Service Charge

The monthly rental, excluding VAT, payable by the TENANT to the LANDLORD, shall be **Tshs. 22,800 VAT Exclusive** per m² per month. The monthly service charge shall be **Tshs. 6,840 VAT Exclusive**.

The monthly rent shall be **Tshs. 1,596,000 VAT Exclusive**, and monthly service charge shall be **Tshs. 478,800 VAT Exclusive** as calculated below:

		Tanzania shillings (TZS.)
Rent	9th Floor: 70.00 m²@ Tshs.22,800	1,596,000.00
Service Charges	70.00m² @ Tshs. 6,840	478,800.00
Total		2,074,800.00
Add VAT 18%		373,464.00
Grand total		2,448,264.00



Rent and service charge shall be payable quarterly in advance which shall be **Tshs. 7,344,792.00** Inclusive of VAT.

Service Charge

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

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

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

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



1.7 Breach of Covenants:

- (i) If the **Lessee** shall fail to pay the rents or any other sum due under this Lease within fourteen days of the date due whether formally demanded or not the **Lessee** shall pay to the **Lessor** interest on the rents or other sum due under this Lease from the date when they were due to the date on which they are paid and such interest shall not be deemed to be rents due to the **Lessor**, interest to be 4% per annum above the TZS prime average rate of Commercial Bank of Africa (Tanzania) Limited, National Microfinance Bank (NMB), and CRDB Bank.

- (ii) Nothing in the preceding clause shall entitle the **Lessee** to withhold or delay any payment of the rent or any other sum due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the **Lessor** in relation to such non-payment including (but without prejudice to the generality of the above) the **Lessor's** right under the proviso for re-entry contained in this Lease.

1.8 Charges for Utilities on Demised Premises:

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

PART B

GENERAL CONDITIONS OF LEASE



2.0 DEFINITIONS AND INTERPRETATION

In this lease, unless the content shall otherwise require:

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



3.0 ELECTRICITY AND OTHER CHARGES PAYABLE BY THE TENANT

3.1 The TENANT shall be liable for and shall pay on demand for any charges together with the value added tax thereon arising out of its use of electric current and other charges (including basic and service charges), in respect of:

3.1.1 The premises;

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

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

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

4.0 VALUE ADDED TAX

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

5.0 DEPOSIT

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

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

6.0 EXCLUSION OF CLAIMS

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



7.0 LANDLORD'S/TENANT'S DOMICILIUM

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

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

7.1.2 TENANT
MAXIMA CLEARING AND FORWARDING
P.O.BOX 76111
Dar es Salaam

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

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

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

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

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

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

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

8 EXCLUSION OF WARRANTIES

The LANDLORD does not warrant that:

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

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



9 SUB-LETTING AND TRANSFER OF OWNERSHIP

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

10 LANDLORD'S REGULATIONS

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

11 LANDLORD'S MAINTENANCE

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

12 LANDLORD'S RIGHT OF ENTRY

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

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

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

13 DAMAGE TO OR DESTRUCTION OF PREMISES

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

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

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

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

Any such cancellation shall be without prejudice to any rights or claims which the LANDLORD may have against the TENANT whether in terms hereof or otherwise.

13.3 If

13.3.2 there is damage to the premises or the building so as to affect the enjoyment of the premises, but not to such extent as to entitle the LANDLORD to cancel subject to clause 13.1; or

13.3.3 the LANDLORD does not exercise its right to cancel under clause 13.1 when entitled to do so, then the TENANT shall be entitled to a remission of rent for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the premises, provided that such damage was not occasioned by any act of omission by the TENANT, its directors, agents, representatives, invitees, contractors or employees.

13.4 If there is any dispute as to:

13.4.2 Whether the premises have been rendered substantially untenable; or

13.4.3 the amount of the remission of rental and/or the extent to which the TENANT is deprived of beneficial occupation and enjoyment of the leased premises,

The decision of surveyor/ architect appointed by the LANDLORD and approved by either the National Construction Council or the Board of Architects and Quantity Surveyors who will act as experts and not as arbitrators, and who shall determine the liability for their charges which shall be paid accordingly, shall be final and binding upon the parties.





PART C

TENANT'S OBLIGATIONS

14.0 TENANT'S GENERAL OBLIGATIONS

- 14.1 Within 14 days after the commencement date of this lease the TENANT shall give the LANDLORD written notice of any defects in the premises (including adjacent yards) with particulars of any appurtenances which are defective or missing (even if such notice is required for information purposes only and the LANDLORD is not required to remedy such defects) and in the absence of such notice (or after the remedying by the LANDLORD of any matter complained of in the notice) the TENANT shall be deemed to have accepted the premises and appurtenances as being complete and without defect and in good order and repair.
- 14.2 The TENANT shall:-
- 14.2.1 Keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage;
 - 14.2.2 At all times keep the premises in clean, tidy and sanitary condition.
 - 14.2.3 Not be entitled to paint, affix or attached to the building any advertising signs, notices or other matter without the prior written consent of the LANDLORD (and any such signs, notices or other matter shall be removed by the TENANT prior to the end of its occupation of the premises and any damage caused thereby is made good by the TENANT);
 - 14.2.4 Not obscure any plate glass windows by painting or otherwise;
 - 14.2.5 Not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may be calculated to damage the premises;
 - 14.2.6 Not change or interfere with or overload the electrical installation in the premises;
 - 14.2.7 Not obstruct or interfere or tamper with any thermostats or air conditioning appliances in the premises or the building;
 - 14.2.8 Pay for replacements of all fluorescent tubes, starters, ballasts and incandescent bulbs used in the premises;
 - 14.2.9 Not place any safe or heavy article in the premises without the LANDLORD's prior written consent, which shall not be withheld unreasonably;
 - 14.2.10 Not install in the premises air conditioning or ventilating units or equipment without the LANDLORD's prior written consent;
 - 14.2.11 Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property or in the entrance hall, staircase of the building or in the yard of any portion of the property;
 - 14.2.12 Not pack or unpack goods except within the premises.



15.0 RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS AND WARRANT

- 15.1 The TENANT agrees that it shall be responsible for;
- 15.1.1 The safety, safe use and maintenance of the electrical installations in the premise;
 - 15.1.2 The safety of the conductors connecting the electrical installations to the point of supply;
 - 15.1.3 Procuring at its own cost the issue of a valid certificate of compliance in respect of the electrical installations in the premise at the termination of this lease and after any alterations to the electrical installations in the premises have been affected.
- 15.2 The TENANT, to the extent that it fails to comply with the foregoing obligations and as a result the LANDLORD incurs any liability, indemnifies the LANDLORD against all claims damages or losses of any nature whatsoever which the LANDLORD may sustain as a result thereof.
- 15.3 The TENANT warrants that all goods on the premises will throughout the period of the lease be beneficially owned by the TENANT and will not throughout the period of the lease be subject to any special notarial bond.

16.0 FIRE HAZARDS

The TENANT shall not at any time bring or allow to be brought or kept on the premises, nor do nor permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may be liable to become void or avoidable or whereby the premium for any such insurance may be increased. If the premium for such insurance are increased as the result of any act or omission contemplated above, whether with LANDLORD's written consent or not, the LANDLORD, without prejudice to any of its rights hereunder, may recover from the TENANT the amount due in respect of any additional premiums and the TENANT shall pay such amount immediately on notification from the LANDLORD and/or the insurance company to the effect that such additional premiums have been charged.

17.0 ALTERATIONS AND ADDITIONS

- 17.1 The TENANT shall not make any alterations or additions to the premises, without the LANDLORD's prior written consent.
- 17.2 If it shall be a condition of any competent authority in respect of the grant or renewal of any licences required by the TENANT to carry on the business for which the premises are hired that the premises shall be altered or renovated, the LANDLORD shall not be obliged, but the TENANT shall be obliged at its own expense to carry out such alterations or renovations provided that the LANDLORD's prior written consent, which shall not be unreasonably withheld, is obtained and that the work is carried out by the contractor nominated by the LANDLORD and under the supervision of an architect nominated by it whose fees shall be paid by the TENANT.
- 17.3 If any alterations or improvements are made by the TENANT, the TENANT shall, before the expiry or termination of this lease, (unless the LANDLORD otherwise agrees in writing in which case any alterations and/or improvements shall become the LANDLORD's property without any compensation being payable to the TENANT in respect thereof), remove them and reinstate the premises to the condition in which they were before the improvement and/or alterations were effected. The TENANT hereby appoints the LANDLORD as its agent and attorney irrevocably and

ATTESTATION

In WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

SEALED with the COMMON SEAL)
Of the said NHC HOUSE COMPANY LIMITED)
and DELIVERED in our presence)
This 14th Day of December 2022)

.....
SEAL

Names : NATHANIEL MALISA
Signature: [Signature]
Postal Address: Box 71965 Davao
Qualification/Designation: GM



Names :
Signature:
Postal Address:
Qualification/Designation:

SEALED with the COMMON SEAL Of the said)
MAXIMA CLEARING AND FORWARDING)
and DELIVERED in our presence)
This day of 2022)

.....
SEAL

Names : AMITEL L. VISSO
Signature: [Signature]
Postal Address: DIRECTOR
Qualification/Designation:

Names : JOHN JAMES
Signature: [Signature]
Postal Address: P.O. Box 1133 Davao
Qualification/Designation: Commissioner for Oaths



TIP: 115-501-968
S/D: 191,520
WHT: 478,800 [From September to Nov 2022].
Penalty: 383,040
Charge: 71,820
1,125,120

14/12/2022



PAUL JOSEPH MBUYA
T/A DANIEL & CO. ADVOCATES
P.O. BOX 11963
DAR ES SALAAM

STREET MKWEPU/SAMORA
TEL: 0785 819991
TIN 126038194

URN 40035942A
SERIAL NUMBER 03T2442029106
UIN 01181F
-11078151212603819403T2442029106

TAX OFFICE ILALA

CUSTOMER NAME
MAXIMA CLEARING LTD
CUSTOMER ID TYPE BUYER'S TIN
CUSTOMER ID 115501968

RECEIPT NUMBER 33763
ZNo 3/1372
DATE 08-12-2022 TIME 10:57:33

ECR: 01 OP: 01

30*000.00 A
TOTAL EXCLUSIVE OF TAX 25*423.73

TAX A-18.00% 4*576.27

TOTAL TAX 4*576.27

TOTAL INCLUSIVE OF TAX
30*000.00

CASH 30*000.00
ITEMS NUMBER

RECEIPT VERIFICATION CODE
1DF79833763



*** END OF LEGAL RECEIPT ***