

NATIONAL SOCIAL SECURITY FUND



THE LAND ACT  
[CAP 113 OF 2019]

LEASE AGREEMENT

IN RESPECT OF THE LEASE OF A BUILDING KNOWN AS NSSF  
WATERFRONT HOUSE SITUATED ALONG GEREZANI AREA WITHIN  
DAR ES SALAM CITY)

BETWEEN

THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND

AND

M/S NEW AGE HOSPITALS TANZANIA LIMITED

DRAWN BY:

Directorate of Legal Services  
National Social Security Fund  
15<sup>th</sup> Floor, Benjamin Mkapa Towers, Azikiwe/Jaruhuri Street  
Tel. 255 22 21634000  
Email: [info@nssf.or.tz](mailto:info@nssf.or.tz)  
P. O. Box 1322  
Dar Es Salaam

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**PART A  
THE LEASE**

**THIS LEASE AGREEMENT** is made and entered into this <sup>20th</sup> day <sup>April</sup>, 2023

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND**, a Parastatal Organisation and Social Security Fund established under the National Social Security Fund Act [CAP 50 OF 2018] whose head office is situated at Benjamin William Mkapa Pension Towers, along the corner of Azikiwe Road/Jamhuri Street, having its address at P.O. Box 1322, DAR ES SALAAM, TANZANIA (hereinafter referred to as the "**LANDLORD**") which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title of the one part;

**AND**

**M/s NEW AGE HOSPITALS TANZANIA LIMITED**, a Private limited liability company established in Tanzania under the Companies Act, No. 212 of 2002 as revised in 2021, of P. O. Box 7323 Dar es Salaam having its foreign company registered in Tanzania as M/S NEW AGE HOSPITALS TANZANIA LIMITED (hereinafter referred to as the "**TENANT**") which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title of the other part.

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

**RECITALS**

- A.** That the LANDLORD is the sole, absolute and lawful owner of all that landed property and improvements commonly known and legally described as NSSF WATERFRONT HOUSE along Gerezani area Dar es Salaam City (the "**Building**").
- B.** That because of some cogent reasons, the LANDLORD makes available for lease to the intending TENANT thereof, the whole building designated as all that area in the building (hereinafter referred to as the "**Demised Premises**").
- C.** That discussions and negotiations have taken place between the LANDLORD and the TENANT for the leasing of the Demised Premises and essential terms and conditions in this regard have been finalized, which the Parties are recording hereunder.



D. That pursuant to such discussions and negotiations, the LANDLORD has agreed to lease to the TENANT and the TENANT has agreed to lease from the LANDLORD, the Demised Premises on the rental consideration stated hereinafter and upon the covenants, conditions and provisions herein set forth. Conclusive and comprehensive terms and conditions superseding all previous documents and understandings if any are now being recorded by this agreement (the "**Lease Agreement**").

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable considerations exchanged of which is hereby acknowledged, the Parties hereto by virtue of this Lease Agreement agree as follows:

**1.0 DEFINITIONS AND INTERPRETATION**

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. In this Lease Agreement, unless the content shall otherwise require the following words and phrases shall have the following meanings:

- 1.1 "**Appurtenances**" means all the installations and appliances in the Demised 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;
- 1.2 "**Building**" shall mean the NSSF WATERFRONT HOUSE located along Gerezani Area Dar es Salaam City, including any extensions or additions there to from time to time;
- 1.3 "**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 TENANT;
- 1.4 "**Commencement Date**" subject to grace period of two (2) year for renovation works by the tenant at the building, the tenant shall commence to pay rent on or before 20<sup>th</sup> April, 2025.
- 1.5 "**Day**" refers to a normal calendar day;
- 1.6 "**Demised Premises**" shall mean the whole Building designated as all that area in the Building;
- 1.7 "**Designated person**" shall mean the LANDLORD's servants, directors, agents, independent contractors and representatives; and

1.8 "Party" means either, the LANDLORD or the TENANT, as the case may be, and "Parties" shall mean both of them. **Third Party** means any Party other than LANDLORD or TENANT.



**PART B  
GENERAL CONDITIONS OF THE LEASE AGREEMENT**

**2.0 LEASE TERM, RENT, MODALITY OF PAYMENT OF RENT, SECURITY DEPOSIT AND OTHER MATTERS RELATING TO PAYMENT OF RENT**

**2.1 LEASE TERM**

The LANDLORD owns the building which is leased to the TENANT for a period of thirty-three (33) years beginning from the 1<sup>st</sup> January, 2023 and ending on 31<sup>st</sup> December, 2058 with an option to renew subject to mutual agreement by both parties as to rent payable and duration.

**2.2 RENT**

The lease payments will be as follows;

**2.2.1 Monthly Rental:**

The TENANT shall pay and the LANDLORD shall accept a monthly rental of **TZS 113,294,250.00** (18 percent VAT inclusive) which shall be paid three (3) months in advance.

**2.2.2** The annual rent and attributable Value Added Tax shall be payable three months in advance during the term of this Lease agreement without any deduction thereof whatsoever which shall be payable to the following bank account and GEPG system:

**Bank Name:** CRDB BANK-Azikiwe Branch  
**Account Name:** National Social Security Fund - Main Account  
**Account No:** 01J-10282-49400

**Bank Name:** NATIONAL BANK OF COMMERCE (NBC)  
**Account Name:** National Social Security Fund - Main Account  
**Account No:** 0111 03000 689



**2.2.3** The LANDLORD shall be reviewing to increase the rent at an escalation rate of 5 percent after every two (2) years from the commencement of the 5<sup>th</sup> year of the lease term, not predicated on the monthly rental amount. Furthermore, the tenant and the Landlord shall review the rent taking into consideration the market conditions prevailing at that particular time to the real estate market.

**2.2.4** The TENANT shall pay to the LANDLORD value-added tax (as issued on the invoiced amount) at the prescribed rate from time to time on any amounts payable to the LANDLORD in terms of this Lease Agreement.

### **2.3 SERVICE CHARGE**

The lessee shall be liable to pay to the appropriate authority in Tanzania, all charges, fees, penalties thereof, together with the Value Added Tax thereon arising out of its use of electric current, water and all other charges permissible by law (Including basic and service charges) in respect of the leased premises, the buildings and/or property which are attributable to the use by the lessee.

### **2.4 SECURITY DEPOSIT**

**2.4.1** Tenant shall pay to the Landlord, a security deposit of equivalent to one (1) month rent as a condition to signing of the lease agreement. This security deposit shall be in cash and cannot be treated by TENANT as payment of the last month of rent or any other amounts due to the LANDLORD;

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

**2.4.3** The Landlord's obligation with respect to the Security Deposits are that of a debtor and not as a trustee, consequently, such sums may be commingled with rental receipts or dissipated and no interest shall accrue thereon.



**2.4.4** The deposit shall be retained by the LANDLORD and the agents free of interest until after the vacating of the premises by the TENANT and the complete discharge of all the obligations to the LANDLORD arising from the lease.

**2.4.5** The TENANT shall not be entitled to set off against the deposit any rent or any other amount payable by it. In the event the Demised Premises are verified to be intact, the security deposit shall be refunded to the TENANT.

## **2.5 STAMP DUTY**

The TENANT shall pay to the office of Tanzania Revenue Authority (TRA), Stamp Duty of the amount which shall have been assessed by the Stamp Duty Officer.

## **2.6 WITHHOLDING TAX**

The rental payments shall be subject to deductions on rental income as per the existing laws.

## **2.7 USE**

The Demised Premises shall be used by the TENANT for provisions of health services purposes only and for no other purposes whatsoever. The TENANT shall obtain all permits required by the laws of Tanzania through Government Authorities for purposes of operating Hospital facilities. Any change of use shall not be permitted during the period of Lease Agreement without the consent of the LANDLORD.

## **2.8 PENALTY FOR LATE PAYMENT OF RENT**

If the TENANT fails to pay rent on due date the LANDLORD may charge the TENANT and the TENANT may pay on demand interest on overdue sum at a rate of 2% compounded per month.

## **2.9 APPROPRIATION OF PAYMENTS**

The LANDLORD shall be entitled in its sole and absolute discretion to appropriate any amounts received from the TENANT (whether the TENANT has allocated it or not) towards the payment of any cause or debt or amount owing by the TENANT to the LANDLORD arising out of this Lease Agreement. This includes rent, service charges, water bills and electricity charges.



## 2.10 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, 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 rights under the Lease Agreement subject to 30 days' notice to the TENANT.

## PART C OBLIGATIONS OF THE PARTIES

### 3.0 LANDLORD'S OBLIGATIONS UNDER THE LEASE AGREEMENT

- 3.1 To pay and discharge all rates, taxes, assessments, Municipal fees, impositions or other charges other than those covered under the service charges relating to the day-to-day operations of the building.
- 3.2 Five (5) years after the commencement date the LANDLORD will keep the exterior of the Demised Premise in good condition and remedy any major or structural faults or construction affecting the convenient and proper use or occupation thereto provided such faults are not attributable to the TENANT or its agents.
- 3.3 Surrender all drawings (Architectural drawings, Plumbing, Electricals, and other requisite drawings) that may be required for the renovation and construction of the demised premises upon execution of the agreement.
- 3.4 Five (5) years after the commencement date the LANDLORD will keep the main structure, roof, water connection, drainage system, plumbing system, sewer system, walls and all other exterior parts of the house and Building comprised in the Demised Premises in good repair provided the TENANT and or its agents do not cause damage, or alter the systems without prior written consent of the LANDLORD.
- 3.5 To insure and keep insured the building excluding fixtures and all belongings of the TENANT against loss or damage by fire and such other risks as the LANDLORD may deem necessary.

**3.6** To allow the TENANT peaceful enjoyment of the Demised Premises under the Lease Agreement without undue interruption from the LANDLORD and/or its Agents save for exercise of termination clauses by the LANDLORD for failure by the TENANT to fulfil obligations of the lease agreement.

#### **4.0 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.

#### **5.0 LANDLORD'S RIGHT OF ENTRY**

The LANDLORD and/or the designated person shall be entitled to enter the Demised Premises at all reasonable times after giving forty-eight (48) hours' notice for the purpose of inspecting the Demised Premises and for carrying out any repairs or any alterations or addition or modification or improvements on or to the Building, the Demised Premises or the property or other work in respect of the Demised 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 Demised 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. Adequate notice will be given depending on the nature of work. Emergency works will not require notice.

#### **6.0 TENANT'S GENERAL OBLIGATIONS**

**6.1** At all times during the currency of this Lease Agreement, the TENANT shall care for the interior of the Demised Premises, the electrical, drainage and sanitary works and the appurtenances therein, and at the termination or expiry of the Lease Agreement for whatever reason return and redeliver the same to the LANDLORD in good order and repair and it shall make good and repair at its own cost to any damage, breakages or, in the alternative, reimburse the LANDLORD for the cost of replacing, repairing or making good any broken, damaged or missing articles howsoever caused other than damage caused by the LANDLORD or its Agents.

**6.2** If the appurtenances and/or electrical, drainage and sanitary works are or become defective (for any reason excluding by reason of fair wear and tear giving due regard to usage of the Demised Premises by the TENANT), the TENANT shall be obliged to replace them at the TENANT's expense.





## 7.0 TENANT'S SPECIFIC OBLIGATIONS

- 7.1 Keep all sewerage pipes, water taps and drains within or serving the Demised Premises free from obstruction or blockage.
- 7.2 At all times keep the Demised Premises in clean, tidy and sanitary condition.
- 7.3 Not to change or interfere with or overload the electrical installation in the Demised Premises without the prior written consent of the LANDLORD, of which shall not be unreasonably withheld or delayed.
- 7.4 Pay for replacements of all fluorescent tubes, starters, and incandescent bulbs used in the Demised Premises.
- 7.5 Not to place any safe or heavy article in the Demised Premises without the LANDLORD's prior written consent, which shall not be withheld unreasonably or delayed.
- 7.6 The TENANT shall not at any time bring or allow to be brought or kept on the Demised Premises, or permit to be done in the Demised 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 voidable or whereby the premium for any such insurance may be increased. The TENANT shall be liable for any such increase.
- 7.7 Acquire all applicable Government permits;
- 7.8 Furnish Landlord with copies of both the permits and the plans and specifications before the commencement of the work, and
- 7.9 Comply with all conditions of said permits in a prompt and expeditious manner. Any alterations shall be performed in a workmanlike manner with good and sufficient materials.
- 7.10 Tenant shall promptly upon completion of any alterations that require the consent of Landlord pursuant to this section furnish Landlord with as-built plans and specifications.
- 7.11 In the event Tenant installs improvements or makes any alterations, Tenant shall only be required to remove such improvements or alterations if Landlord's approval was conditioned upon Tenant's removal of such improvements or alterations. Tenant shall, in any event, repair any damage resulting from the removal of machinery or trade fixtures of Tenant.

## 8.0 MAJOR RENOVATION AND ALTERATION OF THE PREMISES



### 8.1 Major Renovation of the Building

**8.1.1** The Tenant shall renovate the Demised Premises at its own expense without been reimbursed by the LANDLORD on whatsoever costs that will be incurred by the TENANT in the course of, or as a result of such renovation.

**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 TENANT in consultation with the LANDLORD and under the supervision of an architect nominated by the TENANT in consultation with the LANDLORD whose fees shall be paid by the TENANT.

**8.1.2** If renovation is made by the TENANT, the TENANT shall, before the expiry or termination of this Lease Agreement, any alterations and/or improvements shall become the LANDLORD's property without any compensation being payable to the TENANT in respect therefore and the TENANT shall not remove them and reinstate the Demised Premises to the condition in which they were before the improvement and/or alterations were effected.

### 8.2 Alterations of the Building

**8.2.1** Tenant shall not make any alterations, improvements or additions to any part of the structural or exterior portion of the building or any of the building's base building systems (including without limitation the base building HVAC, mechanical, electrical, plumbing or life safety systems) without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld.

**8.2.2** So long as alterations, improvements and additions do not affect the structural or exterior portion of the building or any of the building's base building systems, Tenant shall be permitted to make all reasonable alterations, improvements and additions to, on or at the Premises.

**8.2.3** Any such improvements, excepting movable furniture, trade fixtures and equipment. All alterations and improvements shall be properly permitted and installed at Tenant's sole cost, by a licensed contractor, in a good and

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workmanlike manner, and in conformity with the laws of all applicable duly constituted public authorities.

- 8.2.4** Any alterations that Tenant shall desire to make which require the consent of Landlord shall be presented to Landlord in written form with detailed plans.



## **9.0 NOTICE OF COMMENCEMENT**

- 9.1** At least 30 days prior to commencing any work relating to any alterations, improvements or additions which require Landlord's prior consent or which have been approved by Landlord, Tenant shall notify Landlord in writing of the expected date of commencement.
- 9.2** Landlord shall have the right at any time thereafter to post and maintain in the work area on the Premises such notices as Landlord reasonably deems necessary to protect Landlord and the Premises from mechanics' liens, materialmen's liens or any other liens, provided that such postings shall not interfere with such work.
- 9.3** Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant for use in improving the Premises. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises arising out of work performed, materials furnished, or obligations to have been performed on the Premises by or at the request of Tenant.
- 9.4** Tenant hereby indemnifies and holds Landlord harmless against loss, damage, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or its contractors, agents or employees.

## **10.0 TRADE FIXTURES**

Tenant may install trade fixtures, machinery or other trade equipment in conformance with the ordinances of all applicable duly constituted public authorities. Tenant may remove any of such trade fixtures or machinery upon the termination of this Lease. In the event that Tenant installs machinery or trade fixtures, Tenant shall, at Landlord's option, return the Premises on termination of this Lease to the same condition as existed at the date of entry, reasonable wear and tear excepted.



#### **11.0 TENANT'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE**

The TENANT shall comply with all laws, by-laws and regulations relating to TENANTS or occupiers of business premises or effecting the conduct of any business carried on in the Demised Premises, and shall not contravene any of the conditions of title under which the property is held by the LANDLORD or any of the provisions of the Town Planning Scheme applicable to the Building, nor do or cause or permit to be done in or about the Building anything which may be or cause a nuisance or disturbance to other occupiers of the Building, or occupiers of neighbouring premises.

#### **12.0 SUB-LETTING AND TRANSFER OF OWNERSHIP**

The TENANT shall not sublet the Demised Premises or any portion thereof, nor cede nor assign nor pledge this Lease Agreement or any of its rights.

#### **13.0 LIABILITY OF PARTNERS/JOINT TENANTS**

**13.1** If the TENANT is a partnership, then by their signature hereto, the individual partners of the TENANT bind themselves, both as a partnership and jointly and severally as individuals, for all the TENANT's obligations to the LANDLORD under or arising out of this Lease Agreement, including but without limiting the generality of a foregoing the payment of any compensation or damages which may be payable by the TENANT as a result of the cancellation or termination of this Lease Agreement.

**13.2** Similarly joint TENANTS shall be jointly and severally be liable for all their obligations as TENANTS under or arising out of this lease.

#### **14.0 CHANGE OF BUILDING NAME**

**14.1** The LANDLORD shall have the right to change the name of the building at any time and from time to time, as it considers appropriate in its sole discretion provided that the TENANT shall be given three (3) months' notice in advance and the LANDLORD shall not be liable for any losses or damages suffered by the TENANT arising from or incidental to such change of name. The LANDLORD may grant naming rights to another party. Such naming rights shall however not be granted to an industry competitor of the TENANT.



**14.2** That, the TENANT shall have the right subject to prior written consent of the Landlord, such consent that shall not be reasonably withheld, to put signage showing the business conducted at the demised premises during the existence of the lease agreement term.

**15.0 REGULATIONS**

The TENANT agrees to comply with the security and fire protection regulations issued by competent Authorities and adopted by the LANDLORD from time to time and shall be liable for compliance therewith by its employees and invitees.

**16.0 RENEWAL OF LEASE**

The LANDLORD shall at the written request of the TENANT made in three (3) calendar months before the expiration of the term hereby created (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or no-observance of any of the covenants on the part of TENANT herein contained at the expense of the TENANT grant to it a lease of the Demised Premises for negotiable terms and conditions from the expiration of the term hereby created.

**17.0 TERMINATION CLAUSE**

**17.1** Subject to clause 19 either the LANDLORD or the TENANT upon breach of terms and conditions of this agreement can terminate the Lease Agreement by giving the other party One Hundred Twenty (120) days' notice in writing to rectify the breach and conditions. In the event that either the Landlord or the tenant has not made the rectification within the notice period the agreement shall terminate.

**17.2** If the TENANT shall desire to terminate the term hereby granted the TENANT shall give to the LANDLORD notice of such desire and shall up to the time of such termination pay the rent and reasonably observe and perform the covenant on its part herein before reserved and contained.

**18.0 SALE OF PROPERTY**

In the event that the Landlord elects to sell the property at any point in time during the lease tenure after 15<sup>th</sup> year, the Landlord shall give the Tenant the right of first refusal on terms and conditions to be agreed upon at the time of the sale on a "willing -buyer and willing seller "basis.



## **19.0 DISPUTE SETTLEMENTS**

**19.1** In the event of any dispute or difference arising out of or relating to breach of this Lease Agreement, the Parties shall use their best endeavour to settle it amicably; by consulting and negotiating with each other in good faith and understanding of their mutual interests to reach a fair and equitable solution satisfactory to both Parties.

**19.2** If the Parties fail to amicably resolve their dispute, controversy, claim or difference through such mutual consultation and/or discussion as referred to in clause 19.1 herein above, parties shall refer the matter to any Court of competent jurisdiction under the applicable laws of Tanzania.

## **20.0 GOVERNING LAW AND COURTS JURISDICTIONS**

The validity and interpretation of this Lease Agreement and the performance due hereunder shall be governed by the applicable laws of Tanzania. Any proceedings arising out of or in connection with this Lease Agreement may be brought in any competent Court of jurisdiction in the United Republic of Tanzania.

## **21.0 COMPLETE AGREEMENT**

**21.1** This Lease Agreement, including any specified attachments, constitutes the entire Lease Agreement between the LANDLORD and the TENANT with respect to the leasing of the Demised Premises and supersedes and replaces any and all previous agreements entered into.

**21.2** No change to this Lease Agreement shall be valid unless made by supplemental written agreement executed and approved by the LANDLORD and the TENANT. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Lease Agreement shall be null and void unless approved by the LANDLORD and the TENANT in writing.

**21.3** Each party to this Lease Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Lease Agreement, has

relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.



## 22.0 INTEGRATION

The drafting, execution, and delivery of this Lease Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed in this Lease Agreement. The Lease Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof unless expressly referred to in this Lease Agreement.

## 23.0 INTERPRETATION

In interpreting this Lease Agreement, no provision shall be construed against or in favour of either party on the basis of which party drafted this Lease Agreement.

## 24.0 SEVERABILITY

Every provision of this Lease Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Lease Agreement and shall not affect the validity of the remainder of this Lease Agreement.

## 25.0 DUTY TO CONFIDENTIALITY

**25.1** The Parties herein shall not, during the term of this Lease Agreement and thereafter, disclose any proprietary confidential information relating to their services, this Lease Agreement and/or the business or operations without the prior written consent of either party.

**25.2** Any information exchanged in accordance with the Lease Agreement which is not in the public domain or disclosure of which is not required by any law, rule or regulation, will be strictly confidential and shall not be disclosed to third Parties of whatever nature, under any circumstances, without the prior consent of either Party and/or except as required by law.

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**PART D  
OTHER GENERAL CLAUSES**



**26.0 POSSESSION**

Tenant hereby acknowledges that as of the Commencement Date it is in possession of the Premises, and is familiar with the condition thereof and accepts the Premises in its "as is" condition with all faults, and Landlord makes no representation or warranty of any kind with respect the Premises, and Landlord will have no obligation to improve, alter or repair the Premises, except as specifically set forth herein. It is understood and agreed that Landlord is not obligated to install any equipment, or make any repairs, improvements or alterations to the Premises.

**27.0 PERMITTED USE OF PREMISES**

**27.1** The Premises shall be used and occupied by Tenant solely for laboratory, research, administration, pharmaceutical and related health care uses. The Premises are to be used for no other purposes without first obtaining the consent of Landlord, which consent shall not be unreasonably withheld.

**27.2** Tenant shall not do anything on the Premises that will cause material damage to the building. Tenant shall place no loads upon the floors, walls or ceiling of the building in excess of the maximum designed load or which may materially damage the building. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will vibrate or shake the Premises.

**28.0 SURRENDER OF PREMISES**

**28.1 Conditions upon Surrender**

**28.1.1** Upon the expiration, or earlier termination, of this Lease, Tenant shall surrender the Premises to Landlord in its condition existing as of the Commencement Date, normal wear and tear, casualty, condemnation and acts of God excepted, with all interior walls in good repair, the HVAC equipment, plumbing, electrical and other mechanical installations in good operating order to the reasonable satisfaction of Landlord, and the clean-up, removal and detoxification of any Hazardous Materials as required by the Environmental governing laws.

**28.1.2** Tenant shall remove from Premises all of Tenant's alterations which Landlord requires Tenant and all Tenant's personal property, and shall repair any damage and perform any restoration work caused by such removal.



**28.1.3** If the Tenant fails to remove such alterations and Tenant's personal property which Tenant is authorized and obligated to remove. Notwithstanding the foregoing, Tenant shall not remove from the Premises any base building electrical, plumbing, HVAC, life safety systems; and attached laboratory benches, autoclaves, climatized rooms, and gas and liquid distribution systems which are made to be the permanent structures to the building.

## **29.0 COMMON AREAS**

Common areas shall include all areas within the Premises outside the exterior boundaries of the buildings situated thereon, including, but not limited to, streets, driveways, parking areas, truckways, delivery passages, loading doors, sidewalks, ramps, open and closed courts and halls, landscaped and planted areas, exterior stairways, bus stops, retaining and decorative walls and planters, and other areas provided for the use of Tenant, its employees and invitees.

### **29.1 Maintenance**

Tenant shall maintain said common areas in a neat, clean and orderly condition, properly lighted and landscaped as Landlord and Ground Lessor (as defined below) shall determine, including, but not limited to, general maintenance, repairs, pest control, resurfacing, painting, restriping, cleaning, sweeping and trash removal; maintenance and repair of sidewalks and curbs; sprinkler systems, planting and landscaping; lighting, water, music and other utilities; directional signs and other markers and bumpers; maintenance and repair of any fire protection systems, automatic sprinkler systems, lighting systems, storm drainage systems and any other utility systems; and personnel or contractors to implement such service and to police the common areas.

### **29.2 Care of Premises**

Tenant shall, at its sole cost and expense keep the Premises and exterior and interior portions of windows, doors, and all other glass or plate glass fixtures in a working neat, clean, sanitary, safe and good condition and repair, and shall keep the Premises free from trash, rubbish and dirt. Tenant shall make all repairs or replacements thereon or thereto, whether ordinary or extraordinary.



### 29.3 Maintenance of Equipment

Tenant shall, at its sole cost and expense, keep and maintain all utilities, fixtures and mechanical equipment used, or available for use, by Tenant (wherever located) in good working order, condition and repair. Said items shall include, but are not limited to, all plumbing or sewage facilities in the Premises, doors, locks and closing devices, windows, including glass, lights, electric systems and equipment, heating and air conditioning systems and equipment, and all other appliances and equipment of every kind.

### 30.0 DOMICILIUM

**30.1** The Parties choose as the domicile for all purposes under this Lease, Agreement whether in respect of court processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the following addresses;

**30.1.1** THE LANDLORD

THE BOARD OF TRUSTEES OF  
THE NATIONAL SOCIAL SECURITY FUND,  
BENJAMIN WILLIAM MKAPA  
PENSION TOWERS, AZIKIWE/JAMHURI STREET,  
P.O. BOX 1322,  
DAR ES SALAAM

**30.1.2** THE TENANT,

M/s NEW AGES HOSPITALS TANZANIA LIMITED  
LIMITED,  
P.O. BOX 7323,  
DAER ES SALAAM

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

### 31.0 FORCE MAJEURE

Provided that the respective party is not already in default of its obligations under this Lease Agreement, both Parties shall be released from their respective obligations in the event of national emergency, Civil commotion/disturbance, war, earthquake, flood storm, prohibitive Government Regulations/action or any other similar casualty/cause beyond reasonable control of the Parties herein and was not reasonably foreseeable which renders performance of this Lease Agreement impossible.

foreseeable which renders performance of this Lease Agreement impossible.



### **32.0 EXCLUSION OF WARRANTIES**

The TENANT will be granted or provided with licences, consents, authorities, services or permits in respect of the Demised Premises for the conduct of Health Care Services 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 to obtain licences or renewal of such licences or permits from time to time.

### **33.0 MISCELLANEOUS**

#### **33.1 The headings**

All headings and subheadings employed within this Lease Agreement are inserted only for purposes of convenience only and ease of reference and are not intended to affect the meaning of any of the provisions hereof thus, they should not be considered in the construction or interpretation of any provision of this Lease Agreement.

#### **33.2 Parties' Representations**

The LANDLORD represents and warrants that it has full powers and authority to enter this Lease Agreement and the TENANT also represents and warrants that it has powers and authority to enter this Lease Agreement and is fully qualified and licensed to the extent required by law.

#### **33.3 Covenants and Conditions**

**33.3.1** This Lease Agreement clearly states all terms and conditions that validate the lease for a span of the lease term stated herein. All of the terms and conditions of this Lease Agreement are expressly intended to be construed as covenants as well as conditions.

**33.3.2** Both Parties involved in this Lease Agreement have thoroughly read and clearly understood all clauses of the Lease Agreement and have promised to follow them in the true sense of the legal terms, failing of which they will be subject to legal actions.

A handwritten signature in blue ink, appearing to be a stylized name or set of initials, located at the bottom right of the page.

### 33.4 Execution

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



A handwritten signature in blue ink, appearing to be the initials "DA" followed by a long horizontal stroke.



**34.0 ATTESTATION CLAUSE**

**IN WITNESS WHEREOF** the Parties hereto, acting through their representatives thereunto duly authorized, acknowledges having read this Lease Agreement understands and consents to be bound by all of its terms and thus have caused the same to be signed in their respective names and delivered as of day and year hereinafter appearing.

**SEALED** with the **COMMON SEAL** of the said **THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND (THE LANDLORD)** and **DELIVERED** in our presence this 20<sup>th</sup> day of APRIL 2023.



Signature:   
Name: GABRIEL J. SILATO  
Designation: DPF  
Address: P. O. BOX 1322  
DAR ES SALAAM

**In Presence of:**   
Signature:   
Name: SAMUEL MAWRO  
Designation: CORPORATE AFFAIRS MANAGER  
Address: P. O. BOX 1322,  
DAR ES SALAAM

**SIGNED** with the **COMMON SEAL** of the said **M/S M/S NEW AGES HOSPITALS TANZANIA LIMITED (THE TENANT)** and **DELIVERED** in our presence this 20<sup>th</sup> day of APRIL 2023



N: 159-258-688  
S: 11,521,449.2  
T: 28,803,622.9  
F: 40,325,072.1  
4/5/2023

**BEFORE ME:**   
Signature:   
Name: RUFUS M. MAWA  
Qualification: DIRECTOR - STRATEGIC INITIATIVES, LEGAL  
Address: P.O. BOX 3421-00506  
NAIROBI, KENYA



**BEFORE ME:**   
Signature:   
Name: REBECCA WILLIAM  
Qualification: COMPANY SECRETARY  
Address: PO BOX 7323  
KIRASILA DAR-ES-SALAAM

PKF ADVISORY LIMITED  
P. O. Box 7323  
DAR ES SALAAM