

**OFFICE LEASE AGREEMENT**

made and entered into by and between

**MLIMANI HOLDINGS LIMITED**  
(the "Lessor")

and

**HTT INFRACO LTD**  
(the "Lessee")

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**WHEREAS:**

- A. The Lessor is the owner of certain property, being Plot 2, Block L, (the "property"), on which it has erected an office complex operating under the name and style of "Mlimani City Office Park", at Ubungu, Dar es Salaam.
- B. The Lessor has agreed to let certain premises in the property to the Lessee and the Lessee has agreed to hire the same on the terms and conditions contained in this agreement.
- C. The parties wish to record their agreement in writing.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

- 1. The lease constituted by the agreement of the parties comprises Schedule 1 (Specific Terms and Conditions), Schedule 2 (General Terms and Conditions), Schedule 3 (Plan of the Leased Premises), Schedule 4 (Lessee Installation Allowance), Schedule 5 (Compliance Anti-Bribery, Integrity, Code of Conduct and Sustainability), each such schedule being appended hereto and constituting an integral and fundamental component hereof (which, together, comprise the "agreement" or the "lease").
- 2. The agreement is governed by and shall be construed under the laws of the United Republic of Tanzania.

**THUS DONE AND SIGNED AT Dar es Salaam ON THE 28 DAY OF JUNE 2023**  
**IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

1. GIRISH KUMAR  
2. SAMUEL DANIEL  
PASTOR MROSSO  
THE LESSOR  
(duly authorised)



**THUS DONE AND SIGNED AT Dar es Salaam ON THE 28 DAY OF JUNE 2023**  
**IN THE PRESENCE OF THE FOLLOWING WITNESSES:**


1. MICHAELA MARANDU  
2. BARAKA ANDREW  
GWAUSA STADI  
THE LESSEE  
(duly authorised)

HTT INFRACO  
LIMITED  
P. O. Box 105297  
DAR-ES-SALAAM

STAMP DUTY

Shs: 2905925 Collected:

Receipt No: Dated: 12/07/23

Sign: 

LARGE TAXPAYERS DEPARTMENT

SPECIFIC TERMS AND CONDITIONS

The Lessor hereby lets the leased premises specified hereunder, the Lessee in accordance with the particulars contained in this schedule, and on the additional terms and conditions contained in the schedules of this agreement following this schedule.

Lessor's name and address <b>MLIMANI HOLDINGS LIMITED</b> Mlimani City Mall, Sam Nujoma Road P.O. Box 22096, Dar es Salaam Tanzania  HEREIN REPRESENTED BY: GENERAL MANAGER <b>MR. PASTORY MROSSO</b>		Lessee's name and address  <b>Managing Director</b> <b>HTT INFRACO LIMITED</b> Ground Floor, Peninsula House Plot No. 251 Toure Drive P.O. BOX 105297 Dar es Salaam, Tanzania  HEREIN REPRESENTED BY: MANAGING DIRECTOR <b>NAME: GWAKISA STADI</b> Registration number of Lessee: 80224		
Leased premises (as identified below and / or on the plan annexed as Schedule 3) – Office Building No 5 Mlimani City Office Park. <b>Area: 1,300 m<sup>2</sup> First Floor</b>  Parking: Covered Bays: ----- Shaded Bays: ----- Open Bays: <b>Nos. 45 at no cost</b> Paid Parking Slots 25 @ TZS 35,000 Per Slot Per Month VAT Inclusive		Property: OFFICE Building No.5 First Floor <b>Mlimani City Office Park</b> <b>Mlimani City,</b> <b>Sam Nujoma Road</b> <b>Ubungo, Dar es Salaam</b>		
Lease Period <b>From 1<sup>st</sup> July 2023, to 30th June 2028</b>  Option to renew 5 Years effective 01 <sup>st</sup> July 2028 to 30th June 2033	Base rental Excl. VAT <b>@ US8.00/m<sup>2</sup></b>  <b>US\$ 10,400/- per month and payable six months in advance</b> Escalating at 2% per annum compounded effective 1 <sup>st</sup> July 2024.	Contribution to operating costs Excl. VAT <b>US\$ 2.00 / m<sup>2</sup></b>  <b>US\$ 2,600.00 Per Month Escalating at 2% Per Annum</b>	Parking Rental <b>TZS 35,000 Per Slot Per Month</b>  <b>TZS 875,000 Per Month VAT Inclusive</b>	Present total monthly rental (excluding VAT) (subject to change) <b>US\$ 10,400.00</b> (excluding operating costs and VAT) payable six months in advance
Lease Period <b>Five (5) years</b>	Commencement Date <b>1<sup>st</sup> July 2023</b> <b>Fit out Period Six Calendar Months</b>	Leased Area <b>1,300 m<sup>2</sup></b>	Beneficial occupation Period <b>1<sup>st</sup> July to 31<sup>st</sup> December 2023</b>	If Suretyship applicable, full names and identity numbers of surety / sureties  <b>Mr. ....</b>  ID No.: .....
Lessor's pro rata share of municipal charges <b>Inclusive</b>	Security Deposit <b>One Months' Rent, USD 10,400.00</b>	Lessees' pro rata share of generator fuel. As per consumption.	Contract administration costs. each party to bear its own costs	
Option to Renew <b>YES</b>	Payment shall be made in TZS currency. Exchange to be used will be according to prevailing Stanbic Bank corporate selling USD rate on the invoice date		Use of leased premises. <b>Office</b>	
Rental Review Date July, 2027	Promotion Fund levy (excluding VAT) <b>NIL</b>	Lessee's pro rata share of Refuse Removal charges <b>Actuals</b>	Interest rate on outstanding amounts - 12% per annum.	Stamp Duty: Payable directly to Tanzania Revenue Authority (TRA) by Lessee



1. DEFINITIONS

In this agreement, unless the context otherwise requires, the expressions defined below shall bear the meanings set out hereunder:

- 1.1 "**commencement date**" means the date as recorded in Schedule 1, upon which, the lease will commence or such other date as may be determined in terms of clause 3.2;
- 1.2 "**common area**" means all staircases, stairwells, toilets not specifically set aside for the Lessee's exclusive use, gardens, parking areas, ramps, entrances ways and all areas which are not in the reasonable opinion of the Lessor to be designated as rentable areas;
- 1.3 "**leased premises**" means the area let in terms of this lease and as described in Schedule 1 and / or Schedule 3, together with any areas in respect of which the Lessee has exclusive use;
- 1.4 "**property**" shall have the meaning ascribed thereto in recital "A";
- 1.5 "**pro rata share**" means the ratio between the area that the leased premises bear to the total rentable area of the property. Should the area of the leased premises on occupation be found to be different from the estimated area as stated in Schedule 1, due to a change in the method of measurement or any reason whatsoever, then the Lessee's pro rata share as stated in that schedule, will be adjusted to reflect the correct pro rata share;
- 1.6 "**rates and taxes**" means those charges levied by any competent authority or body, upon and in respect of the property and / or building/s thereon, or other charges related to the value of the property and/or improvements thereon, at any time and from time to time during the currency of this lease, including increases in those charges;
- 1.7 the masculine gender include all other genders;
- 1.8 a reference to a clause shall be to a clause of this Schedule 2 and the clause
- 1.9 headings shall not be considered in its interpretation;



- 1.10 all rentals and other amounts stipulated herein do not include value added tax; the Lessee is, in addition to the stipulated amounts, also liable for value added tax payable in respect thereof;
- 1.11 a reference to a term which is not defined in this clause 1 shall be a reference to that term as stipulated in Schedule 1 or defined in the recitals, as the case may be; and
- 1.12 a reference to a recital or schedule shall be to a recital or schedule of this agreement.
- 1.13 For the purpose of this lease, rental due date will be the first day of every June and December of every year

## 2. COMMENCEMENT OF LEASE

- 2.1 The Lessee shall be entitled to obtain access to the leased premises on the commencement date as stated in Schedule 1 for purposes of decoration and installation of approved fittings and furnishings of the leased premises. All the provisions of this lease will apply from the commencement date.
- 2.2 The Lessee shall upon demand pay the actual removal cost of its refuse and debris arising from the installation referred to above or from any cause whatsoever. All refuse and debris shall be removed by the Lessee at intervals of no longer than 24 hours, and without prejudice to the other rights which the Lessor has in terms of this lease, the Lessor shall be entitled but not obliged to remove such rubble at the Lessee's cost.
- 2.3 If the Lessor is unable to give the Lessee occupation of the leased premises on the commencement date by reason of the leased premises being incomplete or in a state of disrepair, or for any other reason due to the fault of the Lessor, the Lessee shall have no claim for cancellation of this lease or for damages, and the commencement date shall, subject to clause 3.3, be postponed until the leased premises are available and ready for occupation.

## 3. COMMENCEMENT DATE

- 3.1 Unless postponed by the Lessor, in writing, the commencement date of this lease shall be the date stipulated in Schedule 1.
- 3.2 In the event of the postponement of the commencement date the lease shall endure for the full lease period and the termination date shall be adjusted in light thereof. The Lessee shall have no claim against the Lessor to cancel this agreement or for any loss

or damage whatsoever, either actual or consequential, which it may incur due to the postponement of the commencement date, provided the postponement is not more than thirty days from the commencement date or parties on mutual agreement have agreed to the contrary.

- 3.3 In the event that the leased premises are not ready for occupation due to any act / omission by the Lessee, the lease shall commence on the commencement date, unless the parties on mutual agreement agrees to the contrary.
- 3.4 In the event that the Lessor notifies the Lessee that the leased premises are ready for occupation and the Lessee fails to take occupation of the leased premises 30 (thirty) days from the commencement date, this failure to take occupation shall be regarded a material breach of this agreement and the Lessor shall be entitled, but not obliged, to cancel this agreement in terms of clause 26.
- 3.5 Subject to clause 35, the Lessee shall be given the first right of refusal to renew this lease agreement for another period of 5 (five) years from the expiration of the initial lease period.

#### 4. PAYMENT OF TOTAL MONTHLY RENTAL

- 4.1 The parties have agreed that the Lessee shall pay the Lessor monthly rent discounted at 50% which will be US\$ 5,200 exclusive of VAT and inclusive of WHT with effect from 1 July 2023 to 31 December 2023 which covers the Fit out Period. The total rent including withholding tax for the period starting from 1 July 2023 to 31 December 2023 shall therefore be US\$ 31,200 exclusive of VAT and Operating costs.
- 4.2 The Lessee shall further pay the full annual rent for the period from 1<sup>st</sup> January 2024 to 31<sup>st</sup> December 2024 on or before 31 January 2024.
- 4.3 Subject to the Lessee satisfying the conditions stated in clauses 4.1 and 4.2 above, the monthly rental for the period from 1<sup>st</sup> January 2025 shall be payable semi-annually in advance on the due date, (after deduction of withholding tax as required by law), to the Lessor's nominated bank accounts being United States of America Dollar (USD) Account No 0831134011 or Tanzania Shillings (TZS) Account No. 0831134000 at Hill Park Branch of Exim Bank Tanzania Ltd, ABSA Bank Tanzania Limited (USD Account No. 0018010437 and TZS Account No. 0016006793),(or such other accounts as the Lessor may notify the Lessee in writing).
- 4.4 Subject to clauses 4.1 and 4.2 above, the total six (6) months rental shall be payable from the commencement date and subsequent rental payments shall be payable every



six months therefrom. In the event that said the payment date does not fall upon the first day of the month the Lessee shall be liable for a pro rata portion of the total monthly rental calculated from the date the Lessee begins occupying until the last day of the month in which occupation commenced.

- 4.5 The base rental and operating costs shall escalate by the percentage relevant to that charge, as reflected in Schedule 1, per annum, compounded with effect from the anniversary of the commencement date.
- 4.6 The Lessee shall not withhold the payment of any amounts because he has been inconvenienced, or because his use of the leased premises has been impaired or restricted by repairs, renovation, interruption in the supply of services, or for any other reason whatsoever.

5. **RATES AND TAXES**

- 5.1 Furthermore, the Lessee shall pay its pro rata share of any new occupant property levies, charges or taxes which may be imposed by the local or any other responsible authority or council in respect of the property and / or any building thereon which are due and payable. All rent shall be payable by the Tenant to the Landlord after deduction of withholding tax as required by the law.
- 5.2 **Operating costs** shall mean the reasonable costs incurred by the Lessee through service charge in connection with the management, maintenance, repair and operation of the common areas, including, but not limited to, the costs of:
- 5.2.1 cleaning the common areas of the property;
  - 5.2.2 providing security in respect of the Office Park and the property;
  - 5.2.3 servicing, repairing and maintaining the air conditioning and air conditioning installations;
  - 5.2.4 insurance premiums;
  - 5.2.5 building amenity maintenance, including costs of toilet plumbing services and the costs of maintaining indoor and outdoor plants of the common areas;
  - 5.2.6 repairs, maintenance contracts and general maintenance of whatever kind;
  - 5.2.7 redecoration and painting of the building as and when needed;
  - 5.2.8 servicing, repairing and maintaining the fire extinguishing equipment and more particularly the sprinkler system and portable fire extinguishers installed by the Lessor; and
  - 5.2.9 maintaining the car park and landscaped areas.

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5.3 The Lessee shall pay monthly operating costs six months in advance with effect from 1<sup>st</sup> July 2023.

6. **LATE PAYMENTS**

If the Lessee defaults to make payment thirty (30) days after due date. The Lessor will issue fifteen (15) days demand notice and failure to honour such demand by the Lessee will constitute a breach of the agreement and the Lessor shall be entitled to issue notice to terminate the lease unless otherwise agreed by both parties. The above is subject to the Lessor issuing an invoice to the Lessee thirty (30) days before the due date to allow the Lessee to process the payment on time.

7. **DEPOSITS**

The Lessee shall, unless otherwise agreed to the contrary, before the commencement date, pay the deposit equivalent to **one month's rent amounting to USD 10,400 (US Dollars ten thousand four hundred)** to the Lessor. The Lessor shall refund the security deposit, less deductions for unpaid rental and / or damages, as soon as reasonably possible, but not later than 30 days after termination of the lease. The Lessor reserves the right at any time prior to the termination of the lease to deduct any amount due in terms of this lease from the deposit and to apply funds received to any amount due in terms of this lease. In such instance, the Lessee shall on demand pay to the Lessor the equivalent of the amount so deducted which amount shall then form part of the deposit.

8. **CONDITION OF LEASED PREMISES**

The Lessor is not obliged to rectify any defect in the leased premises, unless the Lessee notified the Lessor in writing within 30 (thirty) days after the commencement of the lease, of any defects in the building or fittings, failing which the Lessee will be deemed to have accepted the leased premises as being complete and without any defect therein. The Lessee acknowledges that, as at the commencement date and from time to time, the Lessor may on a prior notice to the Lessee which notice the Lessee shall not be unreasonably refused, be engaged in construction in and around the property, which may result in inconvenience to the Lessee. The Lessee shall have no claim against the Lessor of whatsoever nature, either for a reduction or abatement of rental or cancellation of the agreement, other than as expressly contained herein.

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9. **USE OF LEASED PREMISES**

The Lessee shall use the leased premises only and specifically for the use stipulated in Schedule 1 and shall not use it for any other purpose. For the sake of clarity, it is recorded that the Lessee shall be entitled to use the leased premises for any activities ancillary and/or supplemental to the business and objectives of the Lessee only; and for no other purpose unless the written consent of the Lessor is granted to the Lessee.

10. **OFFICE LAYOUT**

In the event that the Lessee has provided the Lessor with the specifications of any installation, design or layout, and such specifications have been approved by the Lessor, the Lessee shall be bound to adhere to such specifications as are approved, within the agreed time period. Any material deviation from the aforesaid, without consent of the Lessor, which shall not be unreasonably withheld or delayed, shall be a material breach of this agreement.

11. **LICENCES AND PERMITS.**

The licenses and permits for occupation of the leased premises which are required to be obtained by the Lessor shall be obtained by the Lessor, and those that are required to be obtained by Lessee shall be obtained by the Lessee. The risk of obtaining such licenses /permits rests with the respective obtaining party.

12. **ALTERATIONS**

12.1 The Lessee may not effect any improvements, alterations or additions to the leased premises including, but not limited to, the air-conditioning units or the relocation thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

12.2 Any improvements, alterations or additions, including but not limited to the installation of air-conditioning units in terms of clause 25.3, which the Lessee may (with the prior written consent of the Lessor to that effect) have effected to the leased premises shall at the sole option of the Lessor become the property of the Lessor, and the Lessor shall not be obliged to compensate the Lessee in respect thereof.

12.3 In the event that the Lessee effects improvements, alterations or additions to the leased premises it shall provide "as-built" plans to the Lessor upon completion of the improvements, alterations or additions. In the event that the Lessee fails to provide



the aforesaid plans, the Lessor shall be entitled to effect the drawing thereof and claim the actual cost thereof from the Lessee.

12.4 All improvements (movable items) alterations or additions shall, if the Lessor so requires, be removed by the Lessee at the end of the lease and the Lessee shall make good all damage or unsightliness caused by such removal at the Lessee's cost.

12.5 Notwithstanding anything aforesaid the Lessee shall at its own discretion remove the entire telephone system and all cabling including data cabling at termination of the lease, or if requested by the Lessor.

12.6 The Lessee shall have a right to modify the leased premises and build an auxiliary unit at its own cost, subject to the Lessor's prior approval of the proposed drawings, which shall not be unreasonably withheld or delayed, and with no additional charges on rent.

12.7 The Lessor shall build at his own cost one additional male toilet for the Lessee within the leased premises.

12.8 The Lessor shall allow space for placing a generator set and telecommunication equipment without additional charges subject to the Lessor's prior approval of the proposed drawings.

13. **TRANSFER OF RIGHTS**

13.1 The Lessee may not without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed, sublet the leased premises.

13.2 The Lessee may not cede, assign or encumber his rights under this lease without prior consent of the Lessor, which shall not be unreasonably withheld or delayed.

14. **SALE OF PROPERTY OR TRANSFER OF LESSOR'S RIGHTS**

In the event of a sale of the property by the Lessor to any third party, the Lessee agrees to be bound to such third party in terms of this lease subject to the Lessee (at its own discretion) determining that the third party is an acceptable landlord. If the Lessee finds the third party landlord not acceptable, then the Lessee shall have the option of terminating this lease by giving three (3) month's written notice. The Lessor shall furthermore at any time subject to notifying the Lessee be entitled to sell, cede, assign, delegate and make over unto or in favour of any legal persona, all its rights and title as contained herein. Except for outright sale, the Lessor shall throughout the term of this lease, continue to abide to its obligations as provided in this agreement.

15. **MAINTENANCE AND REPAIRS**

15.1 The Lessee shall:

15.1.1 keep the leased premises, including the interior of all external windows and all its contents clean, tidy and in good order, condition and repair;

15.1.2 be responsible for the maintenance and repair of all minor damages (which does not attract more than a quarter of the monthly rent for that particular month) to the interior of the leased premises and to the interior and exterior of all doors, door frames and handles, and the interior of all external windows, window frames and handles, irrespective of how such damage occurred;

15.1.3 at its own cost and where necessary, replace any damaged or missing fire extinguishing equipment, fire detection or alarm system, power supply and electrical systems, including but not limited to electrical outlets, plugs and distribution boards, installed in the leased premises. The Lessee shall keep records of all such equipment and systems and the maintenance or replacement thereof, in terms of applicable legislation;

15.1.4 not cause or permit any obstruction or blockage in sewerage pipes, water pipes or drains serving the leased premises and/or the property, and in the event of there being any obstruction or blockage;

15.1.5 shall pay to the Lessor, the price for removing such obstruction or blockage if it occurs more than three times maintain at its own cost the drainage, plumbing installations, including but not limited to the geysers, sanitary fittings and works in the leased premises and replace any damaged or faulty installations;

15.1.6 replace at its own cost all light fittings used in the leased premises;

15.1.7 keep the leased premises clean, and well lit;

15.1.8 shall be responsible for the pest control in the leased premises. If the Lessee does not exercise proper pest control in the leased premises, then the Lessor can cause pest control to be exercised in those leased premises and charge the relevant amounts to the Lessee. If, as a result of such pest control not being properly exercised by the Lessee, pest problems develop elsewhere in the property, then the Lessee will be liable for the reasonable costs are incurred by the Lessor in taking care of such pest control in the property; and

15.1.9 not dump wet waste in an area that has not been designated by the Lessor for that purpose. Should the Lessee contravene this provision, then the Lessor

shall be entitled to cause that wet waste be removed (without notification to the Lessee) and to charge the Lessee the actual costs for so doing.

15.2 The Lessor shall:

15.2.1 be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the property and any building thereon and all parts thereof other than those which are the responsibility for the time being of Lessees or of the local authority or council, and the Lessor's obligations in this respect shall include the maintenance and repair of the structure of any such building, all systems, which include but not limited to maintaining all mechanical equipment, air-conditioning units, installations, generators and boilers, all other works and installation contained therein (other than those which are the responsibility of the Lessee or other Lessees within the building), the roofs, the exterior walls, the lifts, the grounds and gardens, and all other parts of the common areas;

15.2.2 not, however, be in breach of clause 15.2.1 insofar as any of its obligations thereunder are not or cannot be fulfilled by reason of any force majeure or the acts of omissions of others over whom the Lessor has no direct authority or control, and the same shall apply to the Lessee in respect of the activities relevant to the Lessee under clause 15.2.1; and

15.2.3 where the Lessor is indeed in breach of clause 15.2.1, the Lessee's remedy against the Lessor, among others, shall be a right of action for specific performance.

15.3 Remedying problems:

15.3.1 In the event that the responsible party fails to attend to any maintenance or repairs in terms of this agreement, then the other party shall give the responsible party 14 (fourteen) days written notice, calling upon the responsible party to attend to such maintenance/repairs.

15.3.2 In the event that the responsible party does not do so within that period, then the other party shall be entitled to itself, or through someone else, attend to such maintenance and repairs and claim the cost thereof from the responsible party.

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16. **SECURITY**

In the event that the Lessor directly or indirectly provides security services or any security equipment in or around the leased premises or the property then the Lessee:

16.1 agrees that the Lessor will not be held responsible or legally liable for any acts or omissions of the person/s or entity/ies carrying out such security services or for the failure of any of the security equipment or in the event that the security equipment is not in working order. In any case, the Lessor shall endeavour to ensure that the person/s or entity/ies carrying out such security services make immediate repair of the security equipment to restore services in order to mitigate any losses to the Lessee.;

16.2 waives any claims which it may have against the Lessor in respect of the security services or provision of security equipment.

16.3 at its own cost shall be responsible for the security of the leased internal premises. The Lessor shall not be held responsible or legally liable for any theft, damage or loss that may occur inside the leased premises.

17. **INTERRUPTION OF USE**

In the event the property and/or the leased premises falling into a state of disrepair and/or by reason of the interruption of any services (including but not limited to the supply of electricity, water, air-conditioning and/or lifts) relating thereto, or by reason of any maintenance, repair, renovation or rebuilding activities, the responsible persons for Lessor and Lessee shall immediately meet to sort out the problems. The parties shall determine the impact of the problems to each other.

18. **SIGNAGE**

The Lessee may not affix or display any signage in or about the leased premises or the property generally without the Lessor's prior written consent, which consent shall not be unreasonably withheld. All signage affixed by the Lessee shall be removed by him at the request of the Lessor, and the Lessee shall make good any damage caused by such removal. In the event that the Lessor insists upon the Lessee erecting signage, the Lessee shall do so in terms of the Lessor's specifications.



19. **INSURANCE**

- 19.1 The Lessee shall not do or omit to do anything or allow anything to be done which may constitute a contravention of the terms of any insurance policy held from time to time by the Lessor in respect of the property, or which may increase the insurance premiums. The Lessor's copies of insurance policies shall be availed to the Lessee, for its acquaintance with the terms thereof.
- 19.2 The Lessee may obtain insurance in respect of any liability which the provisions of the lease impose upon it and against any risks arising from operation of its business from the leased premises.
- 19.3 The Lessor shall, during the lease period and at its sole cost and expense, insure the property (including the leased premises) against all insurable risks to which they are subject for amounts which accord with sound business practice, for a period terminating not earlier than the expiration of the lease period.

20. **OBSERVE LAWS**

- 20.1 Both parties shall comply with all laws, by-laws and regulations relating to leased premises or affecting the conduct of any business carried on in the leased premises.
- 20.2 The Lessee assumes full control of the leased premises upon the commencement date of the leased premises. The Lessee indemnifies the Lessor against any claims arising from non-compliance with any laws in respect of the leased premises; and the Lessor shall indemnify and hold harmless the Lessee against any claims arising from non-compliance with any laws in respect of the leased premises.
- 20.3 The Lessee shall ensure that the provisions of any legislation pertaining to the control of smoking are complied with by all its employees, visitors, invitees or clients.
- 20.4 In the event that any fine or penalty is imposed upon the Lessor as a result of the Lessee's contravention of any Act, the Lessor shall be entitled to recover such fine or penalty from the Lessee together with any other damage arising from the contravention. Also, in the event the Lessee is penalized or fined for acts or omission of the Lessor, the Lessee shall be entitled to recover such penalty or fine from the Lessor together with any other damage arising from such act or omission.
- 20.5 The Lessee shall not contravene or permit the contravention of any of the conditions of title under which the property is held by the Lessor or any of the provisions of any town planning scheme applicable to the property.



21. **ACCESS**

The Lessor is entitled access to the leased premises for inspection, maintenance and repair subject to a reasonable notice to the Lessee.

22. **NO CLAIMS**

Save for damage, injury or loss of life caused by wilful conduct or gross negligence on the part of the Lessor, its agent or employees, neither the Lessor nor its agents or employees (the Lessor contracting herein also for their benefit) shall be liable for:

22.1 any damage which may be caused to any of the assets of the Lessee or of anyone else or to any item the responsibility of which is imposed on the Lessee in terms of this agreement, or

22.2 any injury or loss of life of the Lessee or any employee, invitee or licensee of the Lessee,

in consequence of an overflow of water supply, or fire, or any leakage, or any fault in the plumbing works, or any electrical fault, or by reason of elements of the weather, or failure on the part of the Lessor or his agent or employees to carry out any work required or any of them in the proper manner, or by reason of any defects in any part of the leased premises or on the property or in any of the equipment of the Lessor, or as a result of any other cause whatsoever. The Lessee hereby indemnifies and holds the Lessor harmless in respect of any claim which may be brought against the Lessor by any third party as envisaged above. The Lessee shall, at the option of the Lessor, be obliged to provide proof of indemnity.

23. **MANAGEMENT RULES**

The Lessor may from time to time prescribe rules in accordance with reasonable business practice relating to the use or enjoyment of the property and of the leased premises, including matters relating to security, fire, safety, access, the use of common areas, parking, the keeping and placing of heavy objects in the leased premises, the use of air-conditioning and heating, and all matters incidental thereto. The rules (if any) shall, once promulgated, shall be countersigned by the parties to form part of this agreement.



24. **CONSUMPTION CHARGES**

- 24.1 The Lessee shall pay for all electricity, water and sewerage consumed by the Lessee in or on the leased premises, as separately metered by the relevant sub-meter/s.
- 24.2 Should there be no sub-meter in respect of the leased premises, for any of the above services, the Lessor shall be entitled to install one at any time. Should the Lessor elect not to install a sub-meter the Lessee shall have the right to request the Lessor to install the aforesaid sub-meter at the Lessor's cost.
- 24.3 Should no sub-meter be installed or should a common sub-meter exist for more than the leased premises, charges shall be calculated by the Lessor on a pro rata basis by reference to the ratio the leased premises bears to the total occupied area of the building in which the leased premises are situate on the property, or, alternatively, the total occupied area served by the common sub-meter, whichever is applicable. Unoccupied areas shall not be included in this ratio. The ratio may be adjusted as the areas served by the common sub-meter, if applicable, are leased. Alternatively, the Lessor may use any other equitable basis to arrive at the pro rata share of the Lessees cost.
- 24.4 The Lessee shall pay for all meter reading charges incurred by the Lessor in respect of the sub-meter/s relevant to the Lessee's consumption.
- 24.5 The Lessor and the Lessee may agree but not obliged that the Lessee to arrange for the supply of electricity and water to the leased premises directly from the supplier thereof, and to pay such supplier for the electricity, water and sewerage consumed on the leased premises.
- 24.6 The Lessee shall be responsible for the removal of any special refuse, without derogating from the provisions of clauses 2.2) and sewerage and / or any other local authority or council charges in respect of or attributable to the leased premises or the business conducted by the Lessee therein.
- 24.7 Until the statements of account have been received by the Lessor from the relevant local authority or utility body and / or the meter reading company assigned to read the meters, indicating the amounts due by the Lessee from the commencement date on the property or the leased premises, whichever is applicable, the Lessee shall be required to pay an estimated charge therefor, as determined by the Lessor. After receipt of the relevant statements of account from the relevant local authority or utility

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body and / or meter reading company, indicating the consumption charges from the commencement date on the property or the leased premises, which is applicable, the Lessor shall charge the Lessee its relevant consumption. At the end of each calendar year the Lessor shall reconcile the consumption charges and, in the event, that the estimated amount exceeds the amount due by the Lessee the Lessor shall refund the Lessee an amount equal to such excess. In the event that the amount estimated is less than the amount due by the Lessee then the Lessee shall make payment of the difference upon demand.

24.8 In addition to paying the amounts contemplated in this clause 24.8 (as well as all other amounts payable by the Lessee to the Lessor in terms of this lease), the Lessee shall pay to the Lessor, upon demand all charges as set out in Schedule 1

25. **AIR-CONDITIONING**

25.1 It is recorded that air-conditioning equipment has been supplied by the Lessor. It shall be for use during normal business hours only, unless otherwise arranged with the parties. The maintenance and repair of such equipment will be carried out by the Lessor. The Lessee shall not be permitted to effect its own maintenance or repair of any such equipment save for the equipment installed by the Lessee. For avoidance of doubt is hereby recorded and agreed that the Lessee working hours is 24 hours.

25.2 The Lessee may not use other air-conditioning equipment except with the prior written consent of the Lessor. The Lessee will be allowed to add additional air condition equipment at his own cost but subject to the Lessor's prior written approval. Repair and maintenance of such air condition will be covered by the Lessee.

25.3 The Lessee may with the prior written consent of the Lessor, fit and supply its own additional air-conditioning units where these are required to cool any computer, electronic equipment or other items which will require 24 hour cooling or for any other reason whatsoever. Maintenance and repairs of such additional units (i.e. 24 hour cooling units) installed either by the Lessor or the Lessee will be at the sole cost of the Lessee.

25.4 The cost of all electricity consumed by air conditioning equipment shall be borne by the Lessee in accordance with clause 24 above.



26. **BREACH**

26.1 Should either party ("defaulting party"):

26.1.1 breach any term of this lease, and fail to remedy such breach within 14 (fourteen) days after having been given written notice requiring that breach be remedied; or

26.1.2 conduct itself in such a way or consistently breach this agreement so that the conduct is inconsistent with the intention or ability to carry out the terms of this agreement,

then the other party ("aggrieved party") shall be entitled, but not obliged, to enforce the provisions of this lease and claim damages.

26.2 Notwithstanding the above, no further notice of breach shall be required from the aggrieved party if the defaulting party has twice during the same 12 (twelve) month period breached the same or similar provisions of this lease.

27. **APPROPRIATION OF PAYMENTS**

The Lessor shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Lessee towards the payment of any debt or amount owing by the Lessee to the Lessor irrespective of when the debt arose.

28. **HOLDING OVER**

If the Lessee disputes any purported cancellation or termination of this lease and remains in occupation of the leased premises, the Lessee shall be obliged to comply with the provisions of this lease and to make all payments due in terms of this lease. If such dispute is determined in favour of the Lessor, any amount so paid by the Lessee shall be retained by the Lessor as compensation for the Lessee's use and occupation of the leased premises during the relevant period.

29. **COMPLIANCE WITH LEASE**

The Lessee shall, as far as may be reasonably possible, ensure that his employees and visitors observe and comply with the terms of this lease and of the management rules.



30. **SERVICE OF PROCESS**

The Lessee nominates the leased premises as its *domicilium citandi* and any written communication or legal process may be sent to that address, unless the Lessee communicates otherwise to the Lessor. Any notice or legal process delivered to that address shall be deemed to have been received by and come to the notice of the Lessee on the date of delivery thereof. The Lessor's *domicilium citandi* shall be as set out in Schedule 1. Both parties shall be entitled to change the aforementioned addresses in terms of clause 33.

31. **GOVERNING LAW**

The governing laws in determining disputes in this agreement shall be the laws of Mainland Tanzania.

32. **DISPUTE RESOLUTION**

Parties hereby agree that any dispute between them that remains undetermined between themselves within a period of thirty (30) days from the occurrence of such dispute shall be resolved by arbitration in accordance with Arbitration Act Cap 15 of the laws of Tanzania. Unless the parties agree to a single arbitrator, each party shall choose one arbitrator and the two of them shall appoint a chairperson. The majority decision of the arbitrators shall prevail. Arbitration shall take place in Dar es Salaam in English language. In spite of the existence of this arbitration clause, neither party shall be prevented from applying for urgent interim reliefs before a court of law.

33. **CHANGE OF ADDRESS**

Each party may change his address set out in Schedule 1 to any other physical address (not a post office box or poste restante) within the United Republic of Tanzania by delivering a written notice to that effect to the other party.

34. **COSTS OF ACTION**

In the event of a dispute taking the parties to arbitration or court of law, the losing party shall bear the costs. The costs to be paid by the losing party to the winning party shall be the actual costs of the legal costs provided that the costs are not more than one month rent payable by Lessee to the Lessor in this agreement. If the costs are more than one month rent of this agreement, then the losing party shall pay an amount equal to one month rent only to the winning party.



35. **TERMINATION**

35.1 The Lessee shall vacate the leased premises at the end of the lease period or any earlier termination thereof and shall return the leased premises to the Lessor in the condition as elected by the Lessor in terms of clause 35.2 hereunder.

35.2 At the end of termination notice and within 60 (sixty) days thereof, the Lessee shall at its cost reinstate the leased premises to the condition and to the extent as specified herein below:

35.2.1 reinstates the leased premises to the same good order and condition as the leased premises were received by the Lessee in terms of this agreement subject to consideration of ordinary wear and tear due to usage over years. The Lessee shall have the right to take photographs to assist in the determination of the condition of the leased premises at the commencement date; or

35.2.2 If applicable, reinstates the leased premises to the same good order and condition subject to consideration of ordinary wear and tear due to usage as the leased premises were received by the Lessee in terms of the first agreement of lease between the parties for the same leased premises. This clause is applicable notwithstanding the provisions of clause 35.2 and only in the event that this agreement is a renewal of a previous agreement/s of lease. It is specifically recorded and agreed that the leased premises would have been accepted by the Lessee in the condition in which they were received at the commencement of the original lease, when the Lessee first took occupation of the leased premises, and not in the condition the leased premises were in at the commencement of any renewal period.

35.3 Notwithstanding sub clause 35.2 above, the Lessor may agree with Lessee to:

35.3.1 returns the leased premises to the Lessor without removing any refurbishments and/or alterations undertaken by either the Lessor or the Lessee; or

35.3.2 reinstates the leased premises to its base building condition. "Base building condition" shall include any or all of the following :

35.3.2.1 the removal of all fixtures and fittings, interior building work and/or alterations to the leased premises; and



- 35.3.2.2 the restoring of the ceiling to a concrete slab or suspended ceiling;  
and
  - 35.3.2.3
  - 35.3.2.4 the removal of the floor coverings and/or computer access flooring  
and the restoration of a level cement screed; and
  - 35.3.2.5
  - 35.3.2.6 the repair of any damage to the walls and wallpaper and/or the  
repainting thereof with two coats PVA paint; and
  - 35.3.2.7
  - 35.3.2.8 the replacement or repair of any broken, damaged or missing  
articles.
- 35.4 In the event that the Lessor fails to agree with the Lessee with its reinstatement requirements as set out in clause 35.3 the Lessee shall return the leased premises to the Lessor in the same good order and condition as the leased premises were received by the Lessee in terms of this lease subject to consideration of ordinary wear and tear due to usage .
- 35.5 Upon vacation by the Lessee of the leased premises the Lessor shall undertake a final inspection of the leased premises and any items which have not been attended to in terms of clause 35.2 shall be reinstated by the Lessor and the reasonable costs thereof shall be paid by the Lessee to the Lessor upon demand.
- 35.6 In the event that the Lessee remains in occupation of the leased premises more than the duration stated in clause 35.2 above, after the expiry of this lease for the purpose of undertaking the reinstatement, then the Lessee shall be liable to continue to pay the rent which was payable immediately before such expiry and shall be bound by all other provisions in terms of this lease in respect of such period of occupation and for such further damages as may accrue to the Lessor arising from its prolonged occupation.
- 35.7 The Lessee shall have the option either to undertake the work required by the Lessor above or, alternatively, to make payment to the Lessor of the cost thereof, as determined by mutual agreement. In the event that the parties cannot agree on the cost of reinstatement the Lessee shall be obliged to undertake the reinstatement as provided in clause 35.2.
- 35.8 Notwithstanding any provision in this agreement to the contrary, either party may for business reasons give the other party at least 6 (six) calendar months' written notice to

terminate this agreement provided the lease has been in operation for at least 36 (thirty six) months.

36. **AMENDMENTS**

This agreement contains the full contract between the parties, and replaces all previous agreements. No amendment to or consensual cancellation of this agreement shall be valid unless reduced to writing and signed by both parties. If the Lessor voluntarily renders any service, he shall not thereby incur any obligation to continue rendering such service.

37. **PARKING**

The Lessor, its agent and its employees do not accept or take any responsibility for the safe custody of any vehicle or any articles therein, nor for any damage to vehicles or articles however caused, nor for any injuries, death or loss to any persons as a result of the negligence of the Lessor's employees or agents or from any other cause whatsoever except where such damage, injury, death, loss and/or damage is as a result of gross negligence or wilful misconduct on the part of the Lessor. All vehicles are parked at the risk of the Lessee and the Lessee acknowledges that the driver of any vehicle parked in the parking bay enters the parking area at his own risk.

38. **NO WARRANTIES**

38.1 The Lessor records and warrants that the building (the leased premises) has been built capable and safe to be occupied by the Lessee for its employees' / staff's offices and business.

38.2 The Lessee records that all verbal or written warranties and representations, whether express or implied, made by or on behalf of the Lessor have been accurately recorded in this agreement and the Lessee furthermore records that he has not entered into this lease by reason of any other warranty or representation made to it by or on behalf of the Lessor which is not set out in this agreement. The Lessor shall not be responsible for any loss or damage suffered by the Lessee arising from any unfulfilled representation made by the Lessor or its agents, which representation is not contained herein. The Lessee furthermore shall not be entitled to cancel this agreement or claim damages by reason of any negligent or fraudulent misrepresentation made by any representatives of the Lessor, which representation is not contained in this agreement.

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39. **RELAXATION**

No latitude, extension of time or other indulgence granted by the Lessor to the Lessee will prejudice any right of the Lessor, or form the basis of any waiver, estoppel or novation of any obligation under this lease.

40. **AUTHORITY**

By signing this lease, the signatory for the parties, confirms, on behalf of their management that such legal person, are duly authorised to enter into this lease on behalf of the parties.

41. **ELECTRONIC TRANSFER**

The Lessee shall be obliged to affect all payments in terms of this agreement by way of electronic transfer and the Lessor shall provide the Lessee its bank details as provided in Clause 4.

30. **RISK OF PAYMENT**

Should payment of the rental be made in any other manner than as per clause 4 and 41, the risk and liability to ensure that payment reaches the Lessor at his chosen *domicilium citandi et executandi* shall be with the Lessee. The Lessee hereby accepts the full risk and liability should any payment be lost, stolen or misappropriated and the Lessee shall immediately make a proper payment in replacement thereof; unless such payment instruction is made upon the instruction and authorization of the Lessor, then no such liability will be accepted by the Lessee. In this instance, the parties shall meet to discuss and agree on a way forward.

42. **CHANGE OF NAME OF BUILDING**

The Lessor shall have the right to change the name of the building at any time, with a prior written notice of not less than three (3) months. The Lessor will not be liable for any losses or damages suffered by the Lessee arising from or incidental to such change of name.

43. **CONFIDENTIALITY CLAUSE**

43.1 For the purpose of this clause "**confidential information**" shall mean, without limiting the generality of the term, any information or data relating to the terms and conditions of any agreement, proposal, offer, or marketing and business information of the Lessor or its agent, including that of its associated and affiliated companies.

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43.2 Save for any situations where the Lessee is required to do so by a court of competent jurisdiction or by operation of law, the parties agree not to disclose, publish, utilise, employ, exploit or in any manner whatsoever to use any confidential information, for any reason or purpose whatsoever without the prior written consent of the other party, which consent may not be withheld unreasonably.

43.3 The parties agree that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to them or their agent. Accordingly, each party hereby indemnifies and holds the other harmless against any loss, action, claim, expense, harm or damage of whatsoever nature suffered or sustained by the other party due to a breach of the provisions of this clause.

44. **LIABILITY OF PARTNERS AND JOINT LESSEES**

If the Lessee is a partnership then by signature hereto, the individual partners of the Lessee bind themselves, both as a partnership and jointly and severally as individuals, for all the Lessee's obligations to the Lessor under or arising out of this lease. Similarly, joint Lessees shall be jointly and severally liable for all their obligations as Lessees under or arising out of this lease.

45. **DAMAGE OR DESTRUCTION**

45.1 Each party shall be at liberty to terminate immediately this lease for good cause if:

45.1.1 the leased premises are destroyed or are damaged to such an extent as to be substantially untenable; or

45.1.2 there is destruction or damage to the property or any building thereon or parts thereof, whether or not the leased premises are involved, and the Lessor and the Lessee determines to put an end to the tenancies in any of the same; or

45.1.3 the damage or destruction is incapable of being remedied within 60 (sixty) days from the damage or destruction; or

45.1.4 the Lessor has failed to remedy halfway the damage or destruction stated in clause 45.1.1 within a period of 30 (thirty) days as an indication that within 60 (sixty) days the damage or destruction will be remedied.

45.1.5 That due to damage or destruction stated in clause 45.1. the Lessee decides to find alternative premises and is of the view that it cannot take back the leased premises.

- 45.2 If the damage or destruction is due to force majeure or the Lessor's gross negligence, the Lessor shall refund the unutilised portion of the rentals and service charge paid by the Lessee., In the event that the parties elect not to terminate the lease in terms of this clause, the Lessor shall repair the damage as expeditiously as possible, but not later than sixty (60) days from the destruction or damage. The Lessee shall not be liable for any rentals or other lease charges for the period in respect of which it is deprived of beneficial occupation due to the damage and destruction.
- 45.3 If the leased premises are significantly damaged but the parties agree that can still be beneficially occupied, this lease shall remain in force and the Lessor shall repair the damage without undue delay, but the rent shall be abated so as to compensate the Lessee fairly for the effects on the enjoyment of the leased premises caused by the damage and repair work.

46. **RE-LOCATION**

The Lessor shall have the option, subject to the prior written consent of the Lessee (such consent not to be unreasonably withheld), at any time after the commencement date, to relocate the Lessee from the leased premises to another premises in Mlimani City the size of which shall not differ by more than 10% from the size of the premises (the "**relocated premises**") by giving not less than 12 (Twelve) calendar months' prior written notice thereof to the Lessee. In the event of such relocation:

- 46.1 the said notice shall contain a description of the relocated premises specifying its size and location in the same property;
- 46.2 if the size of the relocated premises differs from that of the leased premises, the basic monthly rental and operating costs contribution (as stipulated in Schedule 1) and the Lessee's pro rata share (as stipulated in Schedule 1) shall be proportionately adjusted;
- 46.3 the said notice shall contain the adjusted basic monthly rental, operating costs contribution and pro rata share;
- 46.4 all the other terms and conditions of this agreement shall remain unchanged and shall continue to be of full force and effect;
- 46.5 the Lessor shall use its best endeavours to perform all work reasonably necessary to affect such relocation in a manner so as not to inconvenience the Lessee; and the reasonable relocation costs shall be borne by the Lessor.

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46.6 To the extent necessary, this clause is severable from and exists separately to the rest of this agreement.

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**PLAN OF THE LEASED PREMISES**

(for identification purposes only)

It is recorded that the shape, area and location of the leased premises as shown on this plan are for identification purposes only and are not intended to be a warranty, representation or agreement on the part of the Lessor that the leased premises will be exactly as indicated on this plan.

**LESSEE INSTALLATION ALLOWANCE**

The parties agree that the Lessee shall effect the refurbishment to the leased premises itself and the Lessor has provided the leased premises on an as-is condition with the following standard finishes, fittings / fixtures:

1.1 Standard Finishes, Fitting Fixtures

- 1.1.1 The Lessor shall provide the leased premises with standard lighting at 500 lux and air-conditioning facilities throughout all of the leased premises.
- 1.1.2 The Lessor shall provide the leased premises with standard carpet tiles.
- 1.1.3 The Lessor shall provide fittings fixtures to the toilets
- 1.1.4 The Lessor shall provide a Generator for backup power for normal office lighting and air conditioning.
- 1.1.5 The Lessor shall provide standard suspended ceilings.

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**ANTI-BRIBERY, INTEGRITY, CODE OF CONDUCT & SUSTAINABILITY**

**NOW THEREFORE**, the parties hereto agree as follows:

**1. Definitions**

1.1 **Integrity Laws** are laws and regulations applicable in the countries where the parties are incorporated and where this agreement is being performed, and in the jurisdiction of this agreement relating to:

1.1.1 anti-bribery and anti-corruption, as well as (UK) Bribery Act 2010 and (US) Foreign Corrupt Practices Act 1977;

1.1.2 money laundering or financing of criminal or terrorist activity;

1.1.3 tax evasion;

1.1.4 trade, economic or financial sanctions or restrictive measures imposed by the UN or other relevant authorities; and

1.1.5 child labour, modern slavery and the prevention of slavery in the supply chain of a business.

1.2 For purposes of interpretation of this Schedule 6, the term party shall mean either the Lessor or Lessee (as applicable); and the term Company shall mean Lessee.

1.3 Each party shall comply with the Integrity Laws and not do anything that results in the other party failing to comply with those laws and warrants that it has not breached the Integrity Laws in the discussions leading to this agreement.

1.4 Each party shall not in connection with this agreement make, offer or promise any payments or transfer anything of value to:

1.4.1 any government official or employee;

1.4.2 any employee of government-owned or government-controlled corporations or public international organisations;

1.4.3 any political party, official of a political party or candidate; or

1.4.4 any intermediary for payment to any of the above,

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for the purpose of influencing any act or decision (or decision not to act) of a government official, and has not done so in the discussions leading to this agreement.

- 1.5 Each party shall not in connection with this agreement make, offer, promise or receive payments or transfers of value for public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business, and has not done so in the discussions leading to this agreement.
- 1.6 Each party shall take all reasonable steps to make sure that there is no child labour, slavery, forced or compulsory labour or human trafficking in its business or its supply chain.
- 1.7 Each party shall comply with the Helios Towers Third Party Code of Conduct on the Helios Towers website and provide training to its personnel and any sub-contractors involved in this agreement so they understand their responsibilities under the Helios Towers Third Party Code of Conduct and the Integrity Laws. Any suspected violations should be reported through Confidential Reporting Line on the Helios Towers website and Company shall not retaliate if issues are raised in good faith.
- 1.8 Each party has accurately disclosed any conflict of interest during Company's due diligence process leading to this agreement and shall inform Company promptly when any information given becomes incorrect or a new conflict arises. Each party shall respond to requests for further due diligence when so requested.
- 1.9 Each party shall comply with:
  - 1.9.1 controls over the export from any territory to another territory of goods or services that are the subject matter of this agreement; and
  - 1.9.2 laws and regulations, relating to competition and the prohibition of anti-competitive behaviour.
- 1.10 Each party shall strive to minimise any negative environmental impact of its goods or services that are the subject matter of this agreement. Each party is aware of Company's stated aims on sustainability and shall work with Company on key sustainable business targets, policies and reporting when requested.
- 1.10 Each party shall comply with any audit reasonably requested by Company to verify compliance with this clause.
- 1.11 Any breach of this clause by a party is a material breach and the other party may terminate this agreement.

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