

Lease No _____

Region Code _____

Title No _____

NATIONAL HOUSING CORPORATION

(the "Lessor")

- AND -

SOUTHERN LINK CONTAINER TERMINAL LIMITED

(the "Lessee")

COMMERCIAL LEASE AGREEMENT

In respect of the property located on Plots No. 52 & 14 A&B, Kurasini Area, Temeke
Municipality, Dar es Salaam



© National Housing Corporation

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THIS LEASE [Agreement] is made the 17th day of JUNE, 2025

Between

NATIONAL HOUSING CORPORATION, a public corporation established by the National Housing Act of 1990, whose head office is located at Medeli West area, for the purposes hereof of Post Office Box Number 2422, Dodoma (hereinafter called the "**Lessor**" which expression shall, where the context so requires, include the Lessor's permitted successors in title and permitted assigns);

And

SOUTHERN LINK CONTAINER TERMINAL LIMITED, a limited liability company incorporated in Tanzania under No. 177438499 whose head office is at Plot No. 4, Sea Cliff Village, Msasani, Dar es Salaam, for the purposes hereof of P.O. Box 6285, Dar es Salaam, Tanzania (hereinafter called the "**Lessee**" which expression shall, where the context so requires, include the Lessee's permitted successors in title and permitted assigns).

RECITALS:

- (A) The Lessor is the registered proprietor of the landed property within Plots No. 52 and 14 A&B, Kurasini Area, Temeke Municipality, Dar es Salaam (herein referred to as the "**Property**").
- (B) The Lessee is desirous of developing an Inland Container Depot (the "**ICD**") and associated facilities on the Property comprising approximately 7,522.64 square meters (subject to actual measurement upon completion of construction) in accordance with the Approved Documents attached to this Lease as **Annexure "A"** (hereinafter referred to as the "**Demised Premises**").
- (C) The Lessor agrees to lease the Demised Premises for the term, at the rent and upon the covenants, conditions and provisions herein provided.

NOW IN CONSIDERATION of payment of the Rent and the Terms and Conditions provided under Schedule 1 of this Agreement, **THIS LEASE WITNESSETH** as follows: -

1. Interpretation

All of the terms and conditions of this Agreement including but not limited to all introductory Paragraphs, Recitals, Conditions Precedent and all Schedules and

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documents attached hereto are contractual and binding upon the parties hereto and are incorporated herein by reference.

2. Lettable Area & Measurement

The Lessor hereby demises unto the Lessee the Demised Premises. Upon completion of the construction and before the Occupation Date referred under Clause 7 hereunder, the lettable area shall be subject to re-measurement for establishment of the actual lettable area and the total monthly rent payable. Rent will only be adjusted in the event the total area to be established after the Development Period exceeds the approximated area before the Development.

3. Development

- 3.1 For the purposes of this Agreement, the term "**Development**" shall refer to all activities related to the preparation, construction, and establishment of an Inland Container Depot (ICD) and its associated facilities on the Property. This includes, but is not limited to, demolition, site clearance, temporary works, and permanent construction activities.
- 3.2 Without limiting the general scope under Clause 3.1, the Development shall specifically include the following activities:
- (a) Demolition and removal of all existing structures and buildings within the Property;
 - (b) Construction of a two-story building designated for storage of loose cargo and office use;
 - (c) Land preparation, including filling, compacting, and paving, to facilitate container storage and vehicle parking;
 - (d) Installation of security and surveillance systems to ensure the safety and monitoring of the premises.
- 3.3 The Lessor authorizes the Lessee to undertake the Development of an ICD and associated facilities at the Lessee's own costs and expenses and subject to specifications, drawings, and the Price Bills of Quantity (BOQ) approved by the Lessor ("**Approved Documents**").

- 3.4 The Lessee shall be responsible for any error, inaccuracy or omission of any kind in the Approved Documents. The Lessee may make minor variations/corrections to the Approved Documents provided that:
- (a) the variations or corrections are in accordance with the consent, approvals, licence, and authorisation required from competent authority and any statutory requirements.
 - (b) any substitute materials used are of an equal or better quality and suitability to those originally specified; and
 - (c) the Lessee obtains approval in writing of NHC of such variations or corrections.
- 3.5 The Development shall be carried out and completed within a period of six (6) months (the "**Development Period**") from the date of this Agreement. The Development Period shall not be extended.
- 3.6 Before commencing the Development, the Lessee shall obtain from the relevant authorities all approval, licenses, permits, and any other permissions required by law in respect of the Development. The Lessee shall indemnify and hold the Lessor harmless against any penalties, claims, damages, losses, expenses (including legal fees), and any consequences of failure to do so.
- 3.7 The Lessee shall, throughout the Development Period, supervise the performance of its employees, contractor(s), sub-contractor(s), consultant(s), and all persons working in connection with the Development.

4. **Right of Access to the Property**

- 4.1 The Lessor shall make the Property vacant and give the Lessee the right to access and possession of the Property.
- 4.2 The Lessee is obliged to take over the Property and make arrangements, at its own costs, for the demolition of any existing structures that require to be demolished to allow for the Developments.
- 4.3 The Lessee shall make arrangements for guarding the Property and preventing encumbrances or encroachment by the trespasser or unauthorized persons upon the Property or any part or portion thereof. All costs, charges, and expenses for guarding the Property shall be borne and paid by the Lessee.

NHC shall not be liable to remove or vacate the encroachments or unauthorized occupiers who occupy the Property after the handover of the Property to the Lessee.

- 4.4 In the event of delay for any reason other than *Force Majeure* and the Lessee suffers delay and/or incurs cost as a result of a failure by the Lessor to give any such right or possession within such time, the Lessee shall give notice to NHC and shall be entitled to an extension of time for any such delay, if completion is or will be delayed. The Lessor shall not be liable for such delay.

5. Lessor's Authorised Representative

Lessor's authorized representative means an employee of the Lessor or consultant appointed by the Lessor to act on behalf of the Lessor who shall be responsible for inspection of the Development progress.

6. Inspections and approvals

- 6.1 The Lessor's authorised representative may enter the Demised Premises, at any time during the Development Period, upon giving a twenty-four (24) hours' notice to Lessee, to inspect the progress of the works and shall make a report of such inspection stating in reasonable detail the defects or deficiencies, if any, with particular reference to the scope of the works and in compliance with the Approved Documents. He shall send a copy of the inspection report (the "**Inspection Report**") to the Lessee within fourteen (14) days of such inspection and upon receipt thereof, the Lessee shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report.

- 6.2 Throughout the Development Period, the Lessee shall submit to the Lessor's authorised representative, monthly progress reports in the form to be specified by the Lessor.

7. Occupation Date

The word "**Occupation Date**" shall mean the date following the expiration of the Development Period or the date of issuance of Certificate of Practical Completion, whichever is earlier. For the purposes of this provision, a Certificate of Practical Completion shall mean the Lessor's authorized personnel's written statement certifying that the Development is practically complete according to the terms of this Lease Agreement.

8. Development Cost

The Lessor and Lessee agree that the estimated cost to be incurred for the Development shall be Tanzania Shillings Five Billion (TZS. 5,000,000,000.00) VAT Exclusive. Lessor and Lessee agree that the Development Costs will be affirmed once the priced bills of quantities (BoQ) are completed. Upon completion of the BoQ, the Lessor and the Lessee shall enter into an addendum to this Lease Agreement to record the affirmed Development Cost.

9. Rent

9.1 The total Rent payable for the Demised Premises per month is Tanzania Shillings thirteen million six hundred thirty-eight thousand eight hundred nineteen and ten cents (TZS 13,638,819.10) VAT Exclusive (the "**Rental Rate**") for the first five (5) years from the Occupation Date as illustrated in the table below. Rental Rent shall be increased by fifteen percent (15%) after every five (5) years.

Table No. 1: Rental Rates

USE	AREA (SQM)	Rate Per SQM (TZS)	Rate Per Month (TZS)	Rate Per Annum (TZS)
Office Building	537.00	8,000.00	4,296,000.00	51,552,000.00
Container Yard	1,170.00	5,500.00	6,435,000.00	77,220,000.00
Other Outdoor Area	5,815.64	500.00	2,907,819.10	34,893,829.20
Totals	7,522.64		13,638,819.10	163,665,829.20

The total amount of Rent payable in each month shall be calculated by multiplying the Rental Rate applicable at each particular time and the lettable area to be determined pursuant to Clause 2 above.

9.2 Shall there be any additional space to be attained as a result of future developments of the Demised Premises by either party, such space shall, upon measurement by the Lessor, be included in the total rental space and be paid for at the Rental Rate existing at the time or re-measurement.

10. Lease Tenure

10.1 The lease for the Demised Premises shall be for a term of fifteen (15) years, commencing from the date of signing of this Lease Agreement.

10.2 Lessee is granted the option to extend the Term of this Lease for another period of ten (10) years (the "**Lease Extended Period**"), provided that Lessee is not in breach of the terms of this lease either at the time of deemed exercise of the option or at the end of the original Term, which option must be exercised by written notice to Lessor at least ninety (90) days prior to the expiration of the original Term. If such option is exercised, Lessor and Lessee shall negotiate in good faith modifications to the Rent for the Lease Extended Period to adjust such Rent to market rates. The Lease Extension shall be otherwise upon the same terms and conditions as set forth herein for the original Term.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year first hereinbefore written.



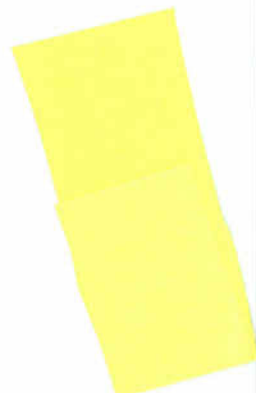
LESSOR

SEALED with the **COMMON SEAL** of the said **NATIONAL HOUSING CORPORATION** and **DELIVERED** in the presence of us }

SEAL

FULL NAME: Hamad Abdallah
SIGNATURE: [Signature]
ADDRESS: 2422 - Dodoma
QUALIFICATION: **DIRECTOR GENERAL**

FULLNAME: Sarah Thomas Nassami
SIGNATURE: [Signature]
ADDRESS: 2422, Dodoma
QUALIFICATION: **DIRECTOR OF LEGAL SERVICES**



LESSEE

SEALED with the **COMMON SEAL** of the said **SOUTHERN LINK CONTAINER TERMINAL LIMITED** and **DELIVERED** in the presence of us }

SEAL

FULL NAME: Lorraine Wambui Shijeli
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. BOX 6285
QUALIFICATION: Director

FULL NAME: Barla Robert Chuwa
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. BOX 6285
QUALIFICATION: Director



[Handwritten marks]

SCHEDULE ONE (1)

TERMS AND CONDITIONS FOR THE LEASE

1. DEFINITIONS

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

1.1 "Demised Premises" means;

- (i) Plots No. No. 52 and 14 A&B, Kurasini Area, Temeke Municipality, Dar es Salaam together with the constructed ICD and its associated facilities comprising a total of 7,522.64 square meters (subject to actual measurement upon completion of construction) together with the following upon completion of Development by the Lessee: -
 - (ii) The paint paper and other decorative finishes to the interior of the external walls of the Demised Premises.
 - (iii) The floor finishes so that the lower limit of the premises includes such finishes but does not extend to anything below them.
 - (iv) All ceilings within the Demised Premises and the void above them.
 - (v) The ceiling finishes (here not meaning any false ceilings) so that the upper limit of the Demised Premises includes such finishes but does not extend to anything above them.
 - (vi) The entirety of any non-load-bearing internal walls wholly within the Demises Premises.
 - (vii) The inner half severed medially of the internal non-load bearing walls dividing the Demised Premises from other parts of Building.
 - (viii) The doors and windows and the door and window frames.
 - (ix) All additions and improvements to the Demises Premises.

- (x) All the Lessor's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Demised Premises whether originally affixed or fastened to or upon the demises or otherwise except any such fixture installed by the Lessee that can be removed from the Demised Premises without defacing the same.
- (xi) Any pipes wholly in or on the Demised Premises that exclusively serve the Demised Premises.
- (xii) Any equipment or apparatus (for air extraction or otherwise) that is in or on and that exclusively serves the Demised Premises.
- (xiii) The car parking spaces to be allocated to the Lessee.

1.2 **"Structure"** means:

- 1.2.1 The entirety of the roofs and foundations of any building.
- 1.2.2 The entirety of all floors and ceilings of any building (but excluding the floor and ceiling finishes).
- 1.2.3 The entirety of all external walls of any building (but excluding the paint paper and other decorative finishes applied to the internal faces of such walls).
- 1.2.4 The entirety of all load-bearing walls pillars and other structures of any building.
- 1.2.5 The windows and window frames in any building.
- 1.2.6 All other parts of structure of any building not referred to in the preceding paragraphs 1.2.1 above.

1.3 **"Plant"** Means; After completion of development of the Demised Premises

- 1.3.1 All apparatus plant machinery and equipment within the Demised Premises or on the Property from time to time including (without prejudice to the generality of the above) lifts, lift –shafts (if any) stand –by generators and boilers, and items relating to mechanical ventilation, heating, cooling public address and closed circuit television systems.

1.4 **"Accountant"** means

1.4.1 Any appropriately qualified person or firm appointed by the Lessor (including an employee of the Lessor or an associate company of the Lessor) to perform any of the functions of the Accountant under this Lease Agreement.

1.5 **"Surveyor"** means

1.5.1 Any person or firm appointed by the Lessor (including an employee of the Lessor or an associate company of the Lessor) to perform any of the functions of the surveyor under this Lease Agreement.

2. Lessee's Covenants:

2.1 The Lessee hereby covenants with the Lessor on the following:

2.1.1 Rent & Other payments:

- a) To pay the Rent and other applicable charges on the days and in the manner set out in this Lease Agreement and not to exercise or seek to exercise any right to withhold rent whether by way of legal or equitable set-off.
- b) The Lessee shall pay security deposit equal to three (3) months' rent. The deposit shall not bear interest and shall be repaid to the Lessee at the expiration of the Term of the Lease Agreement or on its termination, provided that the Lessee has fulfilled its obligation.

2.1.2 To pay and to indemnify the Lessor against:

- a) All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now, or shall, during the term, be charged, assessed or imposed upon the Demised Premises or upon the owner or occupier of them, PROVIDED that this covenant shall not oblige the Lessee to pay any taxes which are, by statute, payable by the Lessor.
- b) Each party shall pay its respective taxes as per the current tax laws.

2.2 Penalty Clauses for the Delayed Payments:

2.2.1 If and whenever during the said term the Rent or any other sum due shall remain unpaid for thirty (30) days from the date when such Rent falls due, the Lessor shall serve the Lessee a one (1) month notice of intention to terminate its tenancy or Leases Agreement and if the Rent is not paid within thirty (30) days from the date of issuing the notice reminder, the Lessor shall evict the Lessee without further notice.

Any delayed payments shall attract a monthly penalty of four (4%) percent above the average lending rates applicable at the time.

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

2.3 Charges for utilities on Demised Premises:

2.3.1 To pay to the suppliers thereof and to indemnify the Lessor against all charges for water, telephone, electricity, diesel and oil for standby generator, sewerage, gas and other services consumed or used at or in relation to the Demised Premises.

2.4 Development, Construction, Repair, Cleanliness & Replacement of Fixtures in Demised Premises:

2.4.1 At all times during the Lease term to repair and keep the interior of the Demised Premises in good and substantial repair and maintenance condition (fair wear and tear exempted).

2.4.2 To clean the Demised Premises and the surrounding keep them in a clean and tidy condition and clear of all rubbish and to clean as often as may be necessary the inside of the window panes and frames of the Demised Premises.

2.4.3 To replace the Lessor's fixtures and fittings, if any, in the Demised Premises which may be or become beyond repair at any time during or at the expiration

of the term as a result of any act, omission or negligence on the part of the Lessee, fair wear and tear excepted.

- 2.4.4 To maintain the Common Parts in clean sanitary condition and to bear, pay and discharge all sewerage and cesspit emptying charges attributes to the Demised Premises.
- 2.4.5 The premises are placed at the disposal of the Lessee as designated and in its condition as on the date of allocation. The Lessee is always deemed to have seen and visited the Demised Premises, and has perfect knowledge of the Demised Premises.
- 2.4.6 To develop/renovate the Demised Premises and assume all the responsibility for managing the quality and completion risks of construction works.
- 2.4.7 To get the approval of the Lessor on the design, external color schemes, specifications and drawings to be used on the on the intended Development.
- 2.4.8 To, at the Lessee's own costs and subject to Lessor's approvals, design, Develop, renovate and manage the Demised Premises for the duration of the Lease Agreement and return back the Demised Premises with all developments to the Lessor when the Lease Agreement terminates.

2.5 Waste and Alterations on Demised Premises:

2.5.1 Not to commit any waste

2.5.2 Not to make any:

- a) structural alterations or additions to the Demised Premises without Lessor's approval.
- b) internal non-structural alterations to the Demised Premises or unite the Demised Premises with any adjoining premises without;
 - (i) obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents, making an application to the Lessor supported by drawings and where appropriate a specification in duplicate, prepared by an architect or remember of some other

appropriate profession or professional organization (who shall supervise the work through out to completion, Paying the reasonable fees of the Lessor and the Lessor's professional advisers in connection with the approval of such alterations and entering into such covenants as the Lessor may reasonably require as to the execution and reinstatement of the alterations.

- (ii) Obtaining the consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- c) This sub clause shall not apply to the erection by the Lessee of internal demountable partitioning of a design and of materials and layout which are approved in writing by the Lessor subject to the Lessee removing the same at the determination of the term and making good all damage caused by its installation and subsequent removal.
- d) To remove any additions alterations or improvements made to the Demised Premises at the expiration of the term if so required by the Lessor to the reasonable satisfaction of Lessor or its surveyor and to repair any parts of the Demised Premises which may be damaged by such removal.

2.6 User Clauses:

2.6.1 Not to cease carrying on business in the Demised Premises or leave the Demised Premises continuously unoccupied for more than one month without: -

- a) Notifying the Lessor; and
- b) Providing such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall require in order protecting the Demised Premises from vandalism, theft, damage or unlawful occupation.

2.6.2 Not to transfer, sale, assign or part with your business howsoever along with the Demised Premises.

- 2.6.3 Not to assign, underlet or charge any part of or the whole of the Demised Premises without the consent of the Lessor, which consent shall not be unreasonably withheld.
- 2.6.4 Not to discharge into the pipes serving the Demised Premises any oil or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.
- 2.6.5 Not to bring or permit to remain on the Demised Premises articles, equipment tools which may damage the Demised Premises or any part thereof. Not to suspend anything from the partition walls or ceiling of the Demised Premises or use the same for the storage of goods or place weight on them which may damage the same.
- 2.6.6 Not to install or use in or upon the Demised Premises any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby premises or outside the Demised Premises or which may cause structural damage.
- 2.6.7 Not to do anything which interferes with the heating, cooling or ventilation of the any building or which imposes an additional load on any heating cooling or ventilation plant and equipment in the Demised Premises or the building.
- 2.6.8 Not to operate the ventilation equipment in the Demised Premises otherwise than in accordance with the regulations for such purpose made by the Lessor from time to time.
- 2.6.9 Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) on the Demised Premised without the prior written consent of the Lessor and such consent shall not be unreasonably withheld or delayed.
- 2.6.10 Not without prior written consent of the Lessor to fix or install any signage on the exterior of any building and such consent shall not be unreasonably withheld or delayed.

- 2.6.11 Not to make connection with the pipes that serve the Demised Premises without the Lessor's prior written consent which shall not be unreasonably withheld other than in accordance with plans and specifications approved by the Lessor and subject to consent to make such connection having been previously obtained from the competent statutory authority.
- 2.6.12 Not to do in or allow to near the Demised Premises any act or thing by reason of which the Lessor may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- 2.6.13 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the Demised Premises or in regard to carrying on in the trade or business for the time being carried in the Demised Premises.
- 2.6.14 Not to do nor allow to remain upon the Demised Premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Lessor or its other Lessees or to the owners or occupiers of the adjoining building or passers-by.
- 2.6.15 Not to use the Demised Premises for any dangerous, noxious, noisy or offensive trade business manufacture or occupation not for any illegal or immoral act or purpose.
- 2.6.16 Not to use the Demised Premises other than as an office for purposes of carrying out the Lessee's licensed and authorized business, as at the date of commencement of the Lease Agreement.
- 2.6.17 Not to use the Demised Premises as sleeping accommodation or for residential purposes nor keep any animal, fish, reptile or bird anywhere on the Demised Premises.
- 2.6.18 Not to stop up, darken or obstruct any external windows or light belonging to the Demised Premises, without the Lessor's consent, such consent not to be unreasonably withheld or delayed.

2.6.19 To get the approval of the Lessor on the design of the buildings to be constructed on the part of the Property which approval shall not be unreasonably withheld.

2.6.20 Not to mortgage or create any charge on the Demised Premises for the duration of the lease period, unless agreed in writing with the Lessor.

2.7 Lessor's Right of Entry:

2.7.1 To permit the Lessor and its agents and all persons authorized by them, in the company of a Lessee's representative and subject to the Lessee's security procedures.

2.7.2 To enter upon the Demised Premises at reasonable times and upon reasonable prior notice except in the case of an emergency for the purpose of ascertaining that the covenants, schedules and conditions of this Lease Agreement have been observed and performed.

2.7.3 To view the state of repair and condition of the Demises Premises.

2.7.4 To give to the Lessee (or leave upon the Demised Premises) notice specifying and repairs, cleaning maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease Agreement and to request the Lessee to execute the same as soon as reasonably practicable.

2.7.5 The Lessee covenants to provide access to the Lessor and his authorized agents at reasonable times and upon reasonable prior notice, for the purposes of undertaking any work to the Demised Premises of the Lessee, or that of any adjoining tenant, which may be required to be undertaken by the Lessor.

2.7.6 If within two (2) months of the service of such a notice as referred to in Clause 2.7.4, the Lessee shall not have commenced and be proceeding diligently with execution of the work referred to in the notice or shall fail to complete the work within four (4) months or if in the Lessor's reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessor to enter the Demised Premises to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all expenses properly incurred by the Lessor

in connection therewith (including legal costs and surveyor's fees) within fourteen (14) days of a written demand.

2.8 Alienation of Demised Premises:

2.8.1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease Agreement) part with the possession of whole or any part of the Demised Premises or permit another person to occupy the whole or any part of the Demised Premises.

2.9 Indemnity for Non-Statutory Expenses:

2.9.1 To pay to the Lessor on an indemnity basis all reasonable and proper costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to lawyers and surveyors) properly incurred by the Lessor in relation to or incidental to:

- a) Every application made by the Lessee for the consent or licence required by the provisions of this Lease Agreement whether such consent or licence is granted or refused or preferred subject to any lawful qualifications or condition or whether the application is withdrawn (but not where consent is unreasonably withheld or preferred subject to unreasonable conditions contrary to the express provisions of this Lease Agreement).
- b) The recovery or attempted recovery of arrears of rent or other sums due from Lessee.
- c) Any steps taken in contemplation of or in direct connection with the preparation and service with good cause of schedule of dilapidation during or within six (6) months after the expiration of the term but in all respects relating to matters arising during the term, such schedule to be based upon inspection of the premises which shall be carried out after the expiration of the term at a time mutually agreed between the Lessee and the Lessor.

2.9.2 To be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions, proceedings, claims and

liabilities made against or suffered or incurred by the Lessor arising directly or indirectly;

- a) Any act, omission or negligence of the Lessee or any persons at the Demised Premises expressly or impliedly with the Lessee's authority and under the Lessee's control; or
- b) Any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease Agreement or any of the matters to which this Demised Premises is subject.

2.10 Right of Entry for Viewing:

- 2.10.1 To permit the Lessor upon service of reasonable notice at any time during the last three (3) months of the term and at any time thereafter (or sooner should any of the events listed in Clause 4.1 of this Lease Agreement occur) to permit persons with the written authority of the Lessor or its agent at reasonable times of the day to be agreed upon in advance with the Lessee to view the Demised Premises.

2.11 Yielding up:

At the expiration of the Term:

- 2.11.1 To yield up the Demised Premises in good and substantial repair in accordance with the terms of this Lease Agreement. Provided that the Lessee shall pay a sum equivalent to any loss of rent incurred by the Lessor (which shall be calculated at the level paid by the Lessee under this Lease Agreement) during such period as is reasonably required for the carrying out of works at the expiration of the term by reason of any breach of repairing and decorating covenants.
- 2.11.2 to give up all keys of the Demised Premises to the Lessor; and
- 2.11.3 To remove all signs erected by the Lessee in, upon or near the Demised Premises and immediately to make good any damage caused by such removal.

2.12 Viewings:

- 2.12.1 To permit upon reasonable notice at a mutually agreed time during the term prospective buyers, developers or agents instructed in connection with the sale of the Lessor's reversion or of any other interest superior to the term to view the Demised Premises without interruption, provided that they are authorized in writing by the Lessor or its agents.

2.13 Notice of Defects:

- 2.13.1 Upon becoming aware of the same to give notice to the Lessor of any defect in the Demised Premises which might give rise to an obligation on the Lessor to do or refrain from doing any act or thing in order to comply with the provisions of this Lease Agreement or the duty of care imposed on the Lessor pursuant to any law.
- 2.13.2 To give full particulars to the Lessor of any notice, directions, order or proposal for the Demised Premises made, given or issued to the Lessee by any public authority within fourteen (14) days of receipt and if so required by the Lessor to produce it to the Lessor.

3. The Lessor's covenants:

- 3.1 Subject to the Lessee paying the Lessor the Rent, and all other charges payable under this Lease Agreement and complying with the covenants and other terms of this Lease Agreement the Lessor covenants with the Lessee to use all reasonable endeavours:
- 3.1.1 To permit the Lessee peacefully and quietly to hold and enjoy Demised Premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.
- 3.1.2 Subject to the provisions of clause 3.1.1 hereinbefore, to pay all existing and future land rents and other rates, taxes, assessments impositions and outgoings, which are now payable by the Lessor or which may thereafter be imposed or charged on the Lessor in respect of the Demised Premises or building.
- 3.1.3 To apply from the relevant authorities, within a reasonable time for approvals, permits and consent for the purpose of registering the

Lease Agreement. The registration fee and stamp shall be payable by the Lessee.

- 3.1.4 To submit to the relevant authorities, whenever required the Certificate of Title of the Right of Occupancy in respect of the Property to facilitate registration of the Lease Agreement.
- 3.1.5 At the Lessor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirement are imposed on the Lessor, the Lessee or any other occupier and provided that the Lessor shall not be responsible for matters which are the express liability of the Lessee or any other tenant in or near any building under these presents.

4. Lessor's Termination Rights:

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

- 4.1.1 The Lessor shall be entitled to terminate this Lease if and whenever during the Term: -
- a) The Rent (or any other monies) due under this Lease Agreement are outstanding for thirty (30) days after becoming due when formally demanded; or
 - b) There is a breach by the Lessee of any covenant or other terms of this Lease Agreement; or
 - c) The Lessor wants the Demised Premises for its own use; or
 - d) The Demised Premises have been eye-marked for re-development plans or for any reasonable reason howsoever.

4.1.2 If the Lessee: -

- a) Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company);
- b) Fails to complete the Developments within the Development Period;
- c) Fails to acquire permits necessary for operating the business of ICD and related services; or
- d) Has sold its business to a third party.

It shall be lawful for the Lessor or any persons duly authorized by the Lessor in that behalf to give one (1) month written notice to the Lessee of its intention to terminate the Lease Agreement and upon expiry the Lessee should give vacant possession forthwith.

5. Naming rights/ branding right:

- 5.1 Naming rights may be granted to Lessee who has occupied at least 50% of the Property and in the event that the tenants have occupied between 30% and 49% of Property lettable area, in such situation the naming rights will be subject to a fees of 5% of the annual rent payable annually, and its subject to further due diligence and approvals. The naming rights shall cease once the Lease Agreement is over or occupancy is reduced below the allowable percentage. Branding rights may be discussed on separate agreement between the Lessor and Lessee.

6. Disputes with Occupiers of Adjoining Premises:

- 6.1 If any dispute arises between the Lessee and other lessees or occupiers of any building as to any easement, right or privilege in connection with the use of the Demised Premises and any other part as to the boundary structures separating the Demised Premises from any other property the disputed shall be decided by the Lessor or in such manner as the Lessor shall reasonably direct or at the Lessor's option by the surveyor acting as an expert and not as an arbitrator.

7. Dispute Resolution:

- 7.1 The parties shall attempt to resolve any dispute arising out of or relating to this Lease Agreement through negotiations between senior executives of the parties, who have authority to settle the same.
- 7.2 If the matter is not resolved by negotiation within seven (7) days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Deputy President, for the time being, of the Tanzania Institute of Arbitrators.
- 7.3 If the matter has not been resolved by an agreed or recommended ADR procedure as stipulated in clause 7.2 above or if any party will not participate in such an agreed or recommended ADR procedure, within sixty (60) days of the initiation of that procedure, the dispute may be referred to arbitration by any part. The seat of the arbitration shall be Tanzania Mainland. The arbitration shall be governed by both the Arbitration Act, Cap 15 R.E 2020 and Rules as agreed between the parties. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Deputy President, for the time being, of the Tanzania Institute of Arbitrator for the appointment of an Arbitrators and for any decision on rules that may be necessary. Nothing in clauses 7.1 - 7.4 shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.
- 7.4 Should all the ADR procedure referred to in clause 7.1 - 7.4 above fail to resolve the dispute within stipulated time then the parties shall submit themselves to the court of competent jurisdiction.

8. Grounds for review:

- 8.1 The Lessor shall have the right to review rent when reasonable need arises thereto. The said reasonable need shall include, but not limited to, the following:
- 8.2 Where the Lessor will further develop/renovate the Demised Premises so as to increase the lettable area or make it more habitable, modern.

8.3 Where the Market Value of that particular place has changed so as to attract the increase of rent.

8.4 Where that particular place has been changed in status in accordance with Government or Municipal order/ decision.

9. Other General Clauses:

9.1 Severability

9.1.1 The effectiveness, invalidity or unenforceability of any provision or part thereof of this Lease Agreement shall not affect any other provisions or the remainder thereof, all of which shall remain in full force and effect.

9.2 Waiver

9.2.1 Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently, revocable or irrevocably a similar covenant or similar covenants affecting the leases with other Lessees of premises in the building.

9.2.2 The Lessor shall not be responsible to the Lessee or to anyone at the Demised Premises expressly or by implication with the Lessee's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Demised Premises, except to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the Lessor or any person authorized by the Lessor.

9.3 Entire Agreement

9.3.1 This Lease Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in this Lease Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Lease

Agreement it does not rely on any statement, representation, warranty or understanding is incorporated into this Lease Agreement. Each of the parties acknowledges and agrees that in entering into this Lease Agreement it has not relied on (nor has been induced to enter into this Lease Agreement by) any statement, representation, warranty or understanding made prior to this Lease Agreement.

- 9.3.2 If after the Lessee has vacated the Demised Premises on the expiry of the term any property of the Lessee remains in or on the Demised Premises and the Lessee fails to remove it within fourteen (14) days after being requested in writing by the Lessor to do so or if after using its reasonable endeavours the Lessor is unable to make such a request to the Lessee within twenty-eight (28) days from the first attempt so made by the Lessor:
- a) The Lessor may remove such property and keep it in a warehouse for a period of thirty (30) days. The Lessee shall be responsible for the storage charges and any changes in relation to the removal of such property from the Demised Premises to the warehouse.
 - b) On the expiration of thirty (30) days stipulated above and on failure of the Lessee to turn up and collect its property together with making payment of all charges there unto, the Lessor shall have the right to take necessary legal actions and/or procedure in relation to such property.
 - c) If the Lessor, having made reasonable efforts, is unable to locate the Lessee the Lessor shall be entitled to retain such proceeds of sale absolutely unless the Lessee shall claim them within six (6) months of the date upon which the Lessee vacated the Demises Premises. The Lessee shall indemnify the Lessor against any damage occasioned to the Demised Premises and any actions, claims, proceedings, costs, expenses and demands made against the Lessor caused by or related to the presence of the property in or on the demised premises or warehouse.

10. Easements and Other Rights of the Lessee:

- 10.1 The Lessee and all persons expressly or by implication authorized by it shall have the right in common with the Lessor and all other persons having a like right, to use the building's common parts for the purpose of access to and egress from any building and for all purpose in connection with the use and enjoyment of the Demised Premises including the right:
- (a) To have access to and egress from the car park area on specific allocated by the Lessor for private motorcars PROVIDED that the Lessor by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.
 - (b) To use such toilets in any building reasonably proximate to the Demised Premises as shall be designated by the Lessor from time to time (except those included within another lessee's demise).
 - (c) To the free passage and running of electricity, telephone and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the Demised Premises in and through the pipes that now or during the lease term serve the Demised Premises presently laid in or over or under other parts of any building or the estate.
 - (d) To display in the reception area of any building a name-plate or sign in positions and of size to be specified by the Lessor showing the Lessee's name and any other details approved by the Lessor such approval not to be unreasonably withheld or delayed.

11. The Lessor's Right to Alter the Property

- 11.1 The Lessor shall be entitled at all and any times during the term of this Lease Agreement to complete, alter, repair improve, reconstruct, rebuild, redevelop and /or add to any building and the site (other than the Demised Premises) and for such purpose to erect scaffolding, hoardings and building equipment in, at, near or in front of the Demised Premises, as well as such devices as may be required by law or which the architect may certify to be necessary for the purposes of any work aforesaid. The Lessor shall further be entitled by itself or through its workmen or its agent to all such rights of access to any portion of the Demised Premises as may reasonably be necessary for the aforesaid purpose. In exercising its rights, the Lessor shall

use its best endeavours to minimize interference with the Lessee's occupation of the Demised Premises and in particular shall not enter the Demised Premises without reasonable prior notice to the Lessee, save in the event of emergency, when immediate entry upon the Demised Premises shall be permissible. Notwithstanding the implementation of any work or to claim any rebate of rental or operating costs nor shall the Lessee have any claim for damages or compensation as a result of the implementation of any such work.

11.2 Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of:

11.2.1 any interruption by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Lessor's control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel materials water or labour; or

11.2.2 any act omission or negligence of any porter attendant or other servant of the Lessor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them.

12. Notices

12.1 Any notice to be given under this Lease Agreement may be given by sending the same by post, by the quickest mail available or by telex, e-mail, telephone address to the party concerned at its address as given herein below:

The Lessor;

Director General,
National Housing Corporation,
P O Box 2422, Dodoma
Email: dg@nhc.co.tz

The Lessee;

Director,
Southern Link Container
Terminal Ltd.,
P.O. Box 6285, Dar es Salaam.

13. Termination Clause

- 13.1 This Lease agreement shall terminate on the expiry of the Lease term herein reserved.
- 13.2 If any one or more of the following events occur:
- (i) The Rent (or any other monies) due under this Lease are outstanding for thirty days (30) after becoming due and such rent is not paid within a period of thirty (30) days after receipt by Lessee of notice thereof from Lessor.
 - (ii) It is noted by the Lessor that the Lessee whether directly committed corruption and or fraudulent activities when obtaining the tenancy or during the tenancy term.
 - (iii) if Lessee fails to observe or perform any other term, covenant or condition of this Lease and such failure is not cured by Lessee within a period of sixty (60) days after receipt by Lessee of notice thereof from Lessor, unless such failure cannot with due diligence be cured within a period of sixty (60) days, in which case it shall not be deemed an event of default if Lessee proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof provided, however, in no event shall such cure period extend beyond one hundred and twenty (120) days after such Notice; or
 - (iv) if Lessee shall file a petition in bankruptcy or reorganization for an arrangement pursuant to any bankruptcy law, or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to any law shall be filed in any court and Lessee shall be adjudicated a bankrupt and such adjudication shall not be vacated or set aside or stayed within sixty (60) days after the entry of an order in respect thereof, or if a receiver of Lessee or of the whole or substantially all of the assets of Lessee shall be appointed in any proceeding brought by Lessee or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Lessee and shall not be vacated or set aside or stayed within sixty (60) days after such appointment; or

- (v) if Lessee is liquidated or dissolved, or begins proceedings toward such liquidation or dissolution, or, in any manner, permits the sale or divestiture of substantially all of its assets; or
- (vi) if, except as expressly permitted herein, the estate or interest of Lessee in the Demised Premises or any part thereof is voluntarily or involuntarily transferred, assigned, conveyed, levied upon or attached in any proceeding (unless Lessee is contesting such lien or attachment in good faith); or
- (vii) if, except as a result of damage or destruction the Lessee voluntarily ceases operations on the Demised Premises for a period in excess of one hundred and eighty (180) days;

then, and in any such event, Lessor may exercise one or more remedies available to it herein or at law or in equity, including but not limited to its right to terminate this Lease by giving Lessee not less than one hundred and twenty (120) days' notice of such termination.

- 13.3 If any of the events mentioned under Clause 13.2 above occurs (and the event giving rise to such event has not been cured within the curative period relating thereto as set forth in Clause 13.2 (iii)) and is continuing, whether or not this Lease has been terminated pursuant to Clause 13.2, Lessee shall, if requested by Lessor so to do, immediately surrender to Lessor the Demised Premises including, without limitation, any and all licenses, permits and keys relating thereto, and Lessor may enter upon and repossess the Demised Premises and may remove Lessee and all other persons and any and all personal property from the Demised Premises.
- 13.4 Neither the termination of this Lease and the repossession of the Demised Premises shall relieve Lessee of its liability and obligations hereunder, all of which shall survive any such termination and repossession. In the event of any such termination, Lessee shall forthwith pay to Lessor all Rent due and payable with respect to the Demised Premises to and including the date of such termination.
- 13.5 **Termination for Convenience**

Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement by giving the other party at least one

hundred and twenty (120) days' prior written notice of its election to terminate.

13.6 Termination in an event of Force Majeure

13.6.1 Whenever the Demised Premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through an event of Force Majeure, the Lessor's control this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at Lessee's option. Should the Lessee exercise this option, he shall provide written notice to the Lessor and no Rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.

13.6.2 If this Lease is terminated the Lessor shall, within forty-five (45) business days of termination, refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days of Lessee's occupancy under the Lease from the beginning of the current quarter, or the commencement of the term whichever date is later, to the date of termination.

13.6.3 Should the Lessee elect to remain in the Demised Premises rendered partially untenable, the Lessor shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage. In this event, the Lessee shall be entitled to a proportionate reduction of Rent from the day of such partial destruction until the said restoration is completed. The term shall be automatically extended for such period of time as may be necessary to offset any period for which the Rent has been suspended under the foregoing provisions.

13.6.4 Upon expiration or earlier termination of this Lease, the Lessor shall surrender the Demised Premises to Lessor in the same condition as existed on the date the Lessee first occupied the Demised Premises,

(whether pursuant to this Lease or an earlier lease), subject to reasonable wear and tear. All Alterations shall become a part of the Demised Premises and shall become the property of Lessor upon the expiration or earlier termination of this Lease, unless the Lessor shall, by written notice given to the Lessee, require the Lessee to remove some or all of Lessee's alterations, in which event the Lessee shall promptly remove the designated alterations and shall promptly repair any resulting damage, all at Lessee's sole expense.

14. Governing law

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

ANNEXURE A

**(APPROVED DOCUMENTS)
SPECIFICATIONS, DRAWINGS, AND PRICED BOQ**

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