

## SUB - LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT entered into on the <sup>1<sup>st</sup></sup> day of March 2025

BETWEEN

**M/S CALIBER HAULERS TANZANIA LIMITED**, the company incorporated and registered under the Company's Act, certificate of Incorporation No. 136159267, located at Sabasaba kwa Mpili ,Plot No.2030-Block U, Mbagala, Kilwa Road, P.O. Box 11869, Dar es Salaam Tanzania (hereinafter called "the Lessee") of one part.

AND

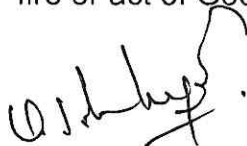
**HELIOS SERVICES LIMITED** the company incorporated and registered under the Company's Act, certificate of Incorporation No. 172029469, located at Sabasaba kwa Mpili, Plot No.2030-Block U, Mbagala, Kilwa Road, P.O. Box 11869, Dar es Salaam Tanzania (hereinafter called "the Sub Lessee") of the other part.

WITNESSETH that:

In consideration of the covenants and provision hereinafter contained or implied and on the part of the Sub lessee to be performed and observed, the Lessee DOTN HEREBY Sub lease unto the Sub Lessee some area of that parts of Plot No. 2030 and Block "U" situated at Mbagala Sabasaba area, within Temeke Municipality in the region of Dar es Salaam comprising only office hereinafter referred to as "the demise premises"

TO HOLD the same unto the Sub Lessee for the term of **Five (5) years** commencing from the **1<sup>st</sup> day of March, 2025** YIELDING AND PAYING THEREFORE the yearly rent of **TSHS Mil 12,000,000/- plus VAT (Tanzania Shillings Twelve Million Only)**.

1. The Sub Lessee with intent that the obligations hereinafter set out may continue throughout the continuance of the terms hereby granted covenants and agrees with the Lessee as follows: -
  - (a) The rent shall in the first year be payable in four instalments of which the first instalment of Tshs. 3,000,000/- plus VAT shall be paid on January, second instalment shall be paid on April, third instalment shall be paid July and the last instalment shall be paid on October, respective periods.
  - (b) To pay the rent reserved on the days and in a manner aforesaid without any deductions whatsoever.
  - (c) To keep the demised premises and all additions thereto and the fixtures, windows, door locks, sanitary, water apparatus, electric wiring and fittings thereof in good and tenantable repair and condition (fair wear and tear and damage by accidental fire or act of God or force majeure being excepted).



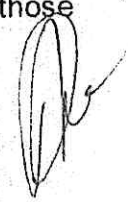
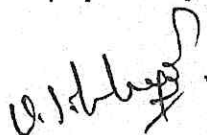
- (d) Not without the previous consent in writing of the Lessee to make or permit to be made any alterations in, or additions to the demised premises, or cut, main or injure or suffer to be cut, maimed or injured any of the walls, structures, or timbers thereof.
- (e) To use the demised premises for commercial purposes only.
- (f) To pay and discharge all charges in respect of telephones, electricity and water used in the demised premises.
- (g) Not to do or permit to be done anything in, or upon the demised premises, or any part thereof which may be or become a nuisance to occupiers of other property in the neighborhood.
- (h) Not to do or permit to be done anything whereby any policy of insurance in respect of the demised premises may become voidable or be avoided or cause the premiums under the policy to be increased.
- (i) Not to assign, sub-let or part with the possession of the demised premises or any part thereof without first requesting for, and receiving written consent form the Lessee.

PROVIDED ALWAYS that occupation of the demised premises by any person in the employment of the Lessee shall not constitute an assignment, sub-letting or parting with possession thereof

- (j) To permit the Lessee or its agents and servants at all reasonable times in the day to enter upon and view the condition of the demised premises and to give or leave on the demised premises notice in writing of such defects and want of repair there found which the Sub lessee is liable to make good under the covenants hereinabove contained.
- (k) Within thirty days of leaving any such notice as last aforesaid, to repair and make good all defects and want to repair mentioned in such notice.
- (l) Upon the expiration or sooner determination of the term hereby granted to peacefully yield up the demised premises and all fittings therein to the Lessee or its duly authorized agent in such condition as shall be in compliance with the foregoing covenants.

2. The Lessee HEREBY COVENANTS with the Sub Lessee as follows:

- (a) To bear, pay and discharge all existing and future taxes and charges (except those payable by the Lessee 1(c) or any law of the land.



(b) That the Sub Lessee having paid the rent reserved and observing and performing the several covenants and stipulations herein on his part contained shall hold and have peaceful enjoyment of the demised premises during the said term without any interruption by the Lessee or any person rightfully claiming under, or in trust for it.

3. **PROVIDED, AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that:**

(a) If the rent hereby reserved or any part thereof shall remain unpaid for thirty days after becoming due and payable (whether formally demanded or not), or if any covenant, condition or stipulation on the Sub Lessee's part herein contained shall not be performed or observed, then and at any time thereafter the Tenant shall have a right to enter upon the demised premises or any part thereof. Thereupon, this demise shall immediately determine, but without prejudice to any right of action which the Lessee might have in respect to any antecedent breach of the Sub lessee's covenants herein contained.

(b) That acceptance at any time by the Lessee of any rent payable hereunder shall not operate or be construed or take effect as a waiver by the Lessee of any antecedent or then existing breach by the Sub Lessee of any of the covenants, provisions, agreements, conditions and restrictions herein contained or implied and on the part of the Sub Lessee to be performed and observed or of any right or remedy of the Lessee by virtue of any such breach.

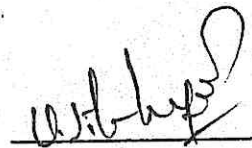
(c) This contract may be determined by either party by giving notice of ninety days in writing to the other party. Provided that where the determination is made by the Sub Lessee, the Lessee shall not refund the amount of rent paid for the remained period of the Sub Lease.

IN WITNESS WHEREOF the parties hereto have executed this deed the day and the year first above mentioned.

**FOR THE LESSEE**

**SIGNED and DELIVERED at Dar es Salaam**

by U. SIUAIAN for and  
on behalf of **M/S CALIBER HAULIERS  
TANZANIA LIMITED** who is known to me  
personally/identified to me by .....  
the latter being known to me personally  
this 01<sup>st</sup> day of March 2025



**LESSEE**

**BEFORE ME:**

Names: Abrahams Ted Mwakifuna  
Signature: [Signature]  
Address: P.O. Box 68326 DSM  
Qualification: Advocate



**FOR THE SUB-LESSEE**

**SIGNED and DELIVERED at Dar es Salaam**  
by PHANI HIMADHAR SANKARA for and  
on behalf of **HELIOS SERVICES LIMITED**  
who is known to me  
personally/identified to me by .....  
the latter being known to me personally  
this one day of March 2025

[Signature]

**SUB-LESSEE**

**BEFORE ME:**

Names: Abrahams Ted Mwakifuna  
Signature: [Signature]  
Address: P.O. Box 68326 DSM  
Qualification: Advocate



STAMP DUTY  
TShs 120,000/- Collected  
Receipt No. 9980121882090  
Date 10/4/2025  
Personal Name Temeke

\*\*\* START OF LEGAL RECEIPT \*\*\*



MWAKTEUNA AND CO ADVOCATES

MOBILE: 255653150026

ADDRESS: P.O BOX 68326

TIN: 133180796

VRN: 40035173X

SERIAL NO: 10TZ161074

UTIN:

09VFDNORMAL - 1058/5304133180/9610

TZ161074

TAX OFFICE: Tax Office Temeke

CUSTOMER NAME: M/S CALIB  
ER HAULER  
S TANZANI  
A LIMITED  
CUSTOMER ID TYPE: Taxpayer  
Identific  
ation Num  
CUSTOMER ID: 136159267  
CUSTOMER VRN:  
CUSTOMER MOBILE:  
CUSTOMER ADDRESS:

RECEIPT NO: 366  
Z NUMBER: 9/2025041  
RECEIPT DATE: 2025-04-10  
RECEIPT TIME: 12:13:04

Legal services  
1x20,000.00 20,000.00 A

TOTAL EXCL TAX: 16,949.15  
TOTAL TAX: 3,050.85  
TOTAL INCL TAX: 20,000.00

RECEIPT VERIFICATION CODE  
974152366



\*\*\* END OF LEGAL RECEIPT \*\*\*