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THE REGISTRATION OF DOCUMENTS (CAP.117)

LEASE FOR UNIT NO. 1 A  
HANANASIF, KINONDONI  
DAR ES SALAAM, TANZANIA

DATED 28<sup>th</sup> August 2022

BETWEEN

BARNABAS MILLION LODIA (PLOT OWNER)

AND

TRIBAU CONTRACTORS LIMITED

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THE REGISTRATION OF DOCUMENTS ORDINANCE (CAP. 117)

LEASE FOR UNIT NO. 1A  
HANANASIF, KINONDONI  
DAR ES SALAAM,  
TANZANIA

THIS COMMERCIAL LEASE AGREEMENT is made on 28<sup>th</sup> August 2022 (the "Lease") between BARNABAS MILLION LODIA, an individual under the laws of the United Republic of Tanzania, with an address of P.O. Yombo Vituka, Dar Es Salaam, Tanzania (the "Landlord") and TRIBAU CONTRACTORS LTD (the "Tenant").

WHEREAS, the Landlord desires to lease the Leased Premises to the Tenant and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

NOW, THEREFORE, the Landlord and the Tenant, (each a "Party" and collectively, the "Parties") in consideration of the mutual promises contained in this Lease, and intending to be legally bound, agree as follows:

1. Definitions. In this Lease, the following terms shall have the following meanings
  - 1.1. "Basement Parking Area" means the parking area for the Property's tenants located at the basement of the building located on the Property.
  - 1.2. "Commencement Date" means 1<sup>st</sup> September 2022.
  - 1.3. "Common Parts" means those parts of the Property consisting of pedestrian ways and circulation areas, staircases and lifts, forecourts, landscaped areas, lifts, public lavatories and other ways or areas of the Property designated by the Landlord for common use of the tenants, their guests and visitors.
  - 1.4. "Force Majeure" means an event the non-occurrence of which is relied upon by both Parties for the performance of this Lease and includes but is not limited to: strikes, war, fire, flood, Acts of God, power shortages/rationing, and any other unforeseen events of the same or a different nature not necessarily within the control of either Party.
  - 1.5. "Landlord" means Barnabas Million Lodia.
  - 1.6. "Lease" means this Commercial Lease Agreement.
  - 1.7. "Leased Premises" means Unit No. 1A of the Property measuring approximately 65 square meters as edged in red on the survey plan of the Property attached hereto as Schedule 1.
  - 1.8. "Off-Site Parking Area" means the additional parking area located outside the Property to be used as an overflow parking area for the Tenant, its visitors and invitees.
  - 1.9. "Payment Dates" means upon the execution of this Lease and 30 days prior to the anniversary of the Commencement Date during the Term of this Lease.
    - 1.10. "Property" means Amverton Towers located at Hananasif Kinondoni, in Dar es Salaam, Tanzania, including as the context so requires the Off-Site Parking Area.



- 1.11. "Rent" means the monthly rate equal to US \$15,170.00 excluding Value Added Tax (VAT) payable 6 months in advance US\$ 91,020 as rent and US\$ 16,387.6 as VAT, subject to the Landlord's review based on the then prevailing market rate for similar commercial properties in the vicinity every Twelve (12) month's during the term and for the next 6 months at US \$15,170 excluding VAT payable 6 months in advance.
- 1.12. "Services" means cleaning of the common staircases and all Common Parts of the Property; utilities payments in respect of the Common Parts; English speaking attendant posted at the entrance of the Property and in the Off-Site Parking Area; provision for common washroom and maintenance (but not cleaning) related thereto; round-the-clock security guards located at each entrance to the Property; a standby back-up generator (but not to include fuel, oil, service related expenses and other operational expenses arising out of or in connection with such equipment); provision for a lift to serve the Property, including repair and maintenance thereof; provision for water supply to the Property; garbage disposal located in the service corridor on the ground floor of the Property; provision for and maintenance of visitor seating in the common area lobby; and, provision for the Tenant's name board on the entrance wall.
- 1.13. "Service Channels" means all facilities for the supply of drainage, water, gas, electricity, telecommunications and other services including cisterns, sewers, pipes, drains, wires, cables, ducts and aerials.
- 1.14. "Service Charge" payable 6 months in advance of US\$ 9780.00 as service charge advance and US\$ 140.40 as VAT, subject to the Landlord's review based on the then prevailing market rate for similar commercial properties in the vicinity every Six (6) month's during the term.
- 1.15. "Security Deposit" means the refundable amount stipulated in Section 5 of this Lease to secure the Tenant's covenants and obligations under this Lease.
- 1.16. "Tenant" means TRIBAU CONTRATORS LTD.
- 1.17. "Term" means three (3) years from the Commencement Date.
- 1.18. "Clause" and "Schedule" mean, respectively, clauses or schedules in this Lease unless the context shows a contrary meaning.

2. Letting. The Landlord lets and the Tenant takes the Leased Premises at the Rent and on the terms set forth in this Lease.

3. Commencement.

- 3.1. This Lease takes effect on and from the Commencement Date and shall remain in force for the Term.
- 3.2. The Landlord shall use its best efforts to put the Tenant in possession of the Leased Premises on the Commencement Date. If the Landlord is unable to timely provide the Leased Premises, the Rent shall abate for the period of delay. The Tenant shall make no other claim against the Landlord for any such delay.

4. Rent.

- 4.1. The Tenant shall pay the Rent 30 days in advance of the commencement date.
- 4.2. The Rent for any partial calendar months included in the Term shall be prorated on a daily basis.
- 4.3. Any default in timely paying the Rent on the Payment Dates shall attract a penalty of five percent (5%) a month or part thereof; provided, always, that such penalty shall not be deemed a waiver of any of the Landlord's rights under this Lease or at law.
- 4.4. The Parties acknowledge and agree that during the initial year of the Term the Rent shall not be subject to any refund in the event of a termination by either Party of the Lease.

5. Security Deposit.

- 5.1. The Security Deposit shall be carried forward from the previous Lease, amounting to Two month's Rent & Service Charge of USD \$20,600.00
- 5.2. Security for the performance by the Tenant of the Tenant's covenants and obligations under this Lease, it being expressly understood that the Tenant shall not consider the Security Deposit an advance payment of rent or a measure of the Landlord's damages in case of default.
- 5.3. Unless otherwise provided by law or regulation, the Landlord may commingle the Security Deposit with the Landlord's other funds.
- 5.4. The Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of the Tenant hereunder. Following any such application of the Security Deposit, the Tenant shall pay to the Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If the Tenant is not in default at the termination of this Lease, the Landlord shall return, within thirty (30) days thereof, the balance of the Security Deposit remaining, after any such application, to the Tenant.

6. Services.

- 6.1. In exchange for the Service Charge, the Landlord undertakes to provide the Services to the Tenant.
- 6.2. PROVIDED, HOWEVER, that the Tenant agrees to separately reimburse the Landlord on a consumption basis as indicated in the second (non-TANESCO) electricity meter serving the Leased Premises for any electricity furnished by the back-up standby generators for the Leased Premises (the "Excess Service Charge").
- 6.3. The Landlord does not warrant the quality or adequacy of the utilities or the Services, nor does the Landlord warrant that any of the utilities or the Services will be free from interruption caused by repairs, improvements, or alterations to the Property or the Leased Premises or any of the equipment and facilities of the Property, any labor controversy, or any other causes of any kind beyond the Landlord's reasonable control. Any such interruption - and any other inability on the Landlord's part to fulfill the Landlord's obligations under this Lease resulting from any such cause - will not be considered an eviction or disturbance of the Tenant's use and possession of the Leased Premises, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performing the Tenant's obligations under this Lease.

7. Service Charge.

- 7.1. The Tenant shall pay the Service Charge to the Landlord on the Payment Dates during the Term.
- 7.2. In the event of an increase in the actual market cost of the Services furnished to the Tenant under this Lease, the Landlord may, with fourteen (14) days prior written notice, escalate the Service Charge.

8. Right's Reserved.

- 8.1. The Landlord reserves the right to limit access to the Property and the Leased Premises after normal business hours, unless otherwise advised to the Tenant in writing.

- 8.2. The Landlord reserves the right to connect, use, maintain, renew, alter and replace all Service Channels in, under or on the Leased Premises now or in the future served by the Landlord and all persons authorized by the Landlord on condition that the person exercising the rights:
- 8.2.1. Causes as little damage as possible to the Leased Premises; and
  - 8.2.2. Makes good all damage to the Leased Premises or other loss to the Tenant caused by doing so.
9. Tenant not to Divert Services. The Tenant shall ensure that none of the Service Channels serving all or any of the Leased Premises and the Landlord's other neighboring property, including other units in the Property, are obstructed, terminated, diverted or interfered with in any way.
10. Non-Interference with Other Tenants. The Tenant shall not interfere with the rights of other of the Landlord's tenants, including the right of new tenants to perform work relating to interior fitting out and renovations. Any issues that the Tenant may have with any other tenant shall promptly be brought to the Landlord's attention for resolution.
11. Common Area Expenses - Pro rata.
12. Parking. The Tenant is hereby allocated (2) two parking spaces on the side street level which is be subject to government tariffs.
13. Permitted Uses.
- 13.1. The Tenant shall use the Leased Premises solely for an office for the Tenant's business.
  - 13.2. Notwithstanding the forgoing, the Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device or for any offensive, noisy, dangerous, illegal, immoral or improper purposes.
14. Not to Obstruct Common Parts. The Tenant shall not obstruct or interfere with the free use of the Common Parts or any means of escape or otherwise and not to do anything which might be or become a source of danger to persons using the Common Parts or any means of escape.
15. Sublease and Assignment.
- 15.1. The Tenant shall have the right, with the Landlord's prior consent, to assign this Lease to a business with which the Tenant may merge or consolidate, to any subsidiary of the Tenant, to any corporation under common control with the Tenant, or to a purchaser of substantially all of the Tenant's assets.
  - 15.2. Except as set forth above, the Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without the Landlord's consent, which the Landlord may refuse without giving any reason.



16. Care and Maintenance. The Tenant acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein. The Tenant shall, at its own expense and at all times, maintain the Leased Premises in good and safe condition, including plate glass, electrical wiring, plumbing and air conditioning installations and any other system or equipment upon the said premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundations, subject to the obligations of the Parties as otherwise set forth in this Lease.
17. Tenant to Keep Drains Clear. The Tenant shall keep the drains clear and sewers serving the Leased Premises free from obstruction.
18. Ordinances and Statutes. The Tenant shall comply with all statutes, ordinances and requirements of all municipal, city, regional and national authorities now in force or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting the use thereof by the Tenant.
19. Alterations and Improvements.
  - 19.1. The Tenant, at the Tenant's expense, shall have the right, upon obtaining the Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as the Tenant may deem desirable; provided, however, that:
    - 19.1.1. the same are made in a workmanlike manner and utilizing good quality materials;
    - 19.1.2. the plans, drawings and bill of quantities (to list, inter alia, the quality of the materials proposed to be used) are furnished to the Landlord reasonably in advance;
    - 19.1.3. the Landlord in its sole discretion may withhold or condition its consent to such additions, improvements and replacements;
    - 19.1.4. any such works for which consent has been granted shall not cause a nuisance or result in any unnecessary noise or disturbance during normal business hours to the other tenants of the Property; and
    - 19.1.5. the Landlord reserves the right to stop any works that cause a nuisance or result in any unnecessary noise or disturbance during normal business hours to the other tenants of the Property and require that such works are continued after normal business hours and weekends.
  - 19.2. The Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the said premises.
  - 19.3. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by the Tenant at the commencement of the Term or placed or installed on the Leased Premises by the Tenant thereafter, shall remain the Tenant's property free and clear of any claim by the Landlord. The Tenant shall have the right to remove the same at any time during the Term of this Lease provided that the Tenant shall repair, at the Tenant's expense, all damage to the Leased Premises caused by such removal.
    - 19.4. The Tenant shall not suspend any heavy load from the ceilings or main structure of the building nor load or to use the floors or structure or curtilage



of the building in any manner which will in any way impose a weight or strain in excess of that which the same are constructed to bear with due margin for safety or which will in any way strain or interfere with the main supports thereof.

- 19.5. If the Tenant makes any addition or alteration to the Leased Premises (whether or not permitted), and to the extent that the Landlord so requires, the Tenant shall (a) at the end or earlier termination of the Term and (b) at the Tenant's own cost reinstate the Leased Premises to the Landlord's entire satisfaction and restore it as if such addition or alteration had not been made, and pay the expenses incurred by the Landlord (including legal charges and surveyors' fees) in connection with super-intending the reinstatement.
20. Reimburse Landlord's Expenses. If the Tenant at any time fails to comply with any of the Tenant's obligations under this Lease and the Landlord (as it is agreed the Landlord may) performs such obligation the Tenant shall repay to the Landlord on demand any money expended by the Landlord for that purpose.
21. The Landlord's Payments. The Landlord shall pay all property taxes and land rent in respect of the Leased Premises.
22. Stamp Duty. The Tenant shall pay Stamp duty in respect of this Lease and its counterparts and provide a copy of the receipt too the landlord.
23. New Government Levies. In the event that the Government of the United Republic of Tanzania or any sub-division or agency thereof imposes any new or additional taxes, levies or imposts relating to tenancies that are payable by Tenants, the Tenant agrees that it shall be responsible for such new or additional taxes, levies or imposts relating to this Lease.
24. Indemnification. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Leased Premises or any part thereof, and the Tenant agrees to hold the Landlord harmless from any claim for damages, no matter how caused.

25. Insurance.

- 25.1. The Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the Tenant's particular activities on the Property with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by and binding upon an insurance company approved by the Landlord, and shall afford minimum protection of not less than US \$100,000 combined single limit coverage of bodily injury, property damage or combination thereof. The Tenant shall provide the Landlord with current Certificates of Insurance evidencing the Tenant's compliance with this Section.
- 25.2. The Landlord shall maintain fire and extended coverage insurance on the Property and the building (but to expressly exclude the improvement made by tenants on Premises and the Tenant's property) in such amount and in respect of actual cover as the Landlord shall deem appropriate.
- 25.3. The Tenant shall be responsible, at its expense, for fire, theft and extended coverage insurance on all of its personal property, including removable trade fixtures, located on the Leased Premises and on the Property, to include the Off-Site Parking Area.
- 25.4. If the Leased Premises or any other part of the Property or Building is damaged by fire or other casualty resulting from any act of negligence by the Tenant or by any of the Tenant's agents, employees or invitees, the Rent shall not be diminished or abated

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while such damages are under repair, and the Tenant shall be responsible for the costs of repair not covered by insurance.

- 25.5. The Tenant shall not do anything in or bring anything on to the Leased Premises or the Property as a result of which the insurance against fire or other damage to the Leased Premises or the Property or the individual units in it (including the Leased Premises) or any adjoining property of the Landlord becomes void or voidable or the premiums increase.
- 25.6. The Tenant shall pay to the Landlord on demand an amount equal to all moneys which the Landlord is unable to recover from the Landlord's insurer as a result of:
  - 25.6.1. Any act, default or omission of the Tenant; or
  - 25.6.2. The imposition by the insurer or the reasonable acceptance by the Landlord of an obligation to bear part of an insured loss (commonly called an excess).
26. Notify Landlord of Damage. The Tenant shall give notice to the Landlord immediately after the occurrence of any damage to or destruction of the Leased Premises or any part of it describing its extent and stating, if possible, its cause.
27. Comply with Landlord's Notice to Repair. If the Tenant fails to do any work which this Lease requires the Tenant to do and the Landlord gives the Tenant written notice to do it, the Tenant shall:
  - 27.1. Start the work within two (2) weeks, or immediately in case of emergency, and proceed diligently with it, and
  - 27.2. In default, permit the Landlord to do the work and pay on demand all costs which the Landlord incurs in doing it.
28. Compliance with Rules and Regulations. The Tenant agrees to abide by and comply with any Rules and Regulations issued by the Landlord in respect of the Property or the Leased Premises.

29. Damage and Destruction.

- 29.1. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by the Tenant or by any of the Tenant's agents, employees or invitees, that the same cannot be used for the Tenant's purposes, then the Tenant shall have the right within thirty (30) days following such damage to elect by written notice to the Landlord to terminate this Lease as of the date of such damage.
- 29.2. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for the Tenant's purposes, the Landlord shall promptly repair such damage at the cost of the Landlord; provided, however, that such damage is not the result of any act of negligence by the Tenant or by any of the Tenant's agents, employees or invitees.
- 29.3. In making the repairs called for in this Lease, the Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of the Landlord.
- 29.4. The Tenant shall be relieved, on a pro-rata basis to take into account the percentage of the Leased Premises that are inoperable or unfit for occupancy, or use, from paying Rent and other charges during any portion of the Term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the Tenant's purposes. Rentals and other charges paid in advance for any such



periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, such portion of any advance payments shall be refunded to the Tenant.

30. Utilities.

- 30.1. The Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities (including without limitation replacement light bulbs and tube lights) used by the Tenant on the Leased Premises during the Term of this Lease, unless otherwise expressly agreed in writing by the Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, the Landlord shall pay the amount due and separately invoice the Tenant for the Tenant's pro rata share of the charges.
- 30.2. The Tenant shall pay such all such utility charges prior to the due date.
- 30.3. The Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. The Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in the Landlord's reasonable opinion, over load the wiring or interfere with electrical services to other tenants of the Property.

31. Signs. Following the Landlord's consent, the Tenant shall have the right to place on the Leased Premises, at locations selected by the Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. The Landlord may refuse consent to any proposed signage that is in the Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other the Tenant. The Landlord shall assist and cooperate with the Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for the Tenant to place or construct the foregoing signs. The Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by the Tenant.



32. Entry.

- 32.1. The Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided the Landlord shall not thereby unreasonably interfere with the Tenant's business on the Leased Premises.
- 32.2. The Landlord shall have the right at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Leased Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises.
- 32.3. The Tenant shall give the Landlord, or anyone authorized by Landlord in writing, access to the Leased Premises for the purpose of:
  - 32.3.1. Doing works which the Landlord is required or permitted to do under this Lease;
  - 32.3.2. Complying with any statutory obligation;
  - 32.3.3. Valuing the Leased Premises; or
  - 32.3.4. Inspecting, cleaning, decorating, maintaining or repairing neighboring property, or any Service Channels serving neighboring property.
  - 32.3.5. Except in emergency, access under this Clause 32.3 may be exercised only on seven (7) days written notice and during normal business hours

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33. Default and Termination.

- 33.1. In the event of a default made by the Tenant in the payment of Rent when due to the Landlord, the Tenant shall have thirty (30) days after receipt of written notice or refusal of written notice thereof to cure such default.
- 33.2. In the event of a default made by the Tenant in any of the other covenants or conditions to be kept, observed and performed by the Tenant, the Tenant shall have fifteen (15) days after receipt or refusal of written notice thereof to cure such default.
- 33.3. In the event that the Tenant shall fail to cure any default within the time allowed under this Section, the Landlord may declare the Term of this Lease ended and terminated by giving the Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, the Landlord may reenter the said premises.
- 33.4. The Landlord shall have, in addition to the remedies above provided, any other right Or remedy available to the Landlord on account of any the Tenant's default, either in law or equity.
- 33.5. Upon the Tenant's failure to comply with the terms and conditions of this Lease:
- 33.5.1. The Landlord may, without liability to the Tenant or any other party, and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to the Tenant any property, material, labor, utilities or other service, whether the Landlord is obligated to furnish or render the same, so long as the Tenant is in default under this Lease; and
- 33.5.2. The Landlord may, without terminating this Lease, declare immediately due And payable all Rent, taxes, Service Charges, and other rents and amounts due and coming due under this Lease for the entire remaining Term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of Rent and other amounts due for the remainder of the said Term.
- 33.6. This Lease shall automatically terminate upon the occurrence of any of the following:
- 33.6.1. The Tenant ceases to occupy the Leased Premises for a period of twenty-one (21) Days without giving written notice of the same to the Landlord;
- 33.6.2. The Tenant has not complied with any of the terms in this Lease;
- 33.6.3. The Tenant has not complied with any Rules and Regulations despite three (3) written warnings issued by the Landlord;
- 33.6.4. The Tenant is adjudicated bankrupt or an interim receiver of the Tenant's property is appointed;
- 33.6.5. The Tenant or any surety for the Tenant which is a company (and if more than one, any of them) goes into liquidation (without first obtaining the Landlord's written consent solely for the purpose of amalgamation or reconstruction when solvent) or has an administrative receiver appointed or has an administration order made in respect of it; or
- 33.6.6. Any execution is levied on the Tenant's goods or on the Leased Premises.
- 33.7. Either Party may terminate this Lease during the second Lease year by giving the other Party a ninety (90) day notice to terminate. Thirty (30) days after the expiry of the notice to terminate, the Landlord shall account to the Tenant for any refund of Rent paid in advance.
- 33.8. the termination of this Lease under this Section does not cancel any outstanding obligation of the Tenant.

34. Quiet Possession. The Landlord covenants and warrants that upon performance by the Tenant of its obligations hereunder, the Landlord will keep and maintain the Tenant in

Exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the Term of this Lease.

35. Condemnation. If any legally, constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and the Landlord and the Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Party shall have any rights in or to any award made to the other by the condemning authority.

36. Renewal.

36.1. The Landlord (at its sole option and decision) may at or before the end of Term grant to the Tenant a new lease of the Leased Premises if:

36.1.1. Not less than three (3) months before the end of the Term the Tenant gives to

the Landlord written notice that the Tenant wishes to enter into a new lease of the Leased Premises; and

36.1.2. When the new lease is granted there is no subsisting breach of any of the

Tenant's obligations.

36.2. The terms and conditions for the new lease shall be negotiated on terms and conditions mutually agreeable to the Parties.

37. Yield Up. At the end of the Term or tenancy the Tenant shall return the Leased Premises to the Landlord in the state and condition in which this Lease requires the Tenant to keep it. For this purpose, the Leased Premises includes all its fixtures and fittings and anything else on it which belongs to the Landlord.

38. Miscellaneous.

38.1. Applicable Law. This Lease shall be construed and governed in all respects by the laws of the United Republic of Tanzania.

38.2. Arbitration. Any issue, question or dispute arising under, out of or in connection with this Lease shall be resolved in accordance with the Arbitration Ordinance (Cap. 15) of the laws of the United Republic of Tanzania. Unless the Parties can mutually agree to a sole arbitrator, each Party shall appoint one arbitrator and the arbitrators so appointed shall mutually agree to appoint one or two additional arbitrators as necessary to have an odd number of arbitrators. The arbitration shall be conducted in the English language and in accordance with the laws of the United Republic of Tanzania. Unless otherwise agreed by all the Parties, the arbitration shall take place in Dar es Salaam, Tanzania. The decision of the arbitrators shall be final and binding on all the Parties.

38.3. Enforceability. This Lease shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.

38.4. Cumulative Remedies. All remedies available to either Party for breach of this Lease are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

38.5. Severability. Should any term or provision of this Lease be held to any extent

unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Lease. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

- 38.6. Force Majeure. Except for the obligation to pay money, neither Party shall be liable to the other Party for non-performance of this Lease in whole or in part, if (a) the non-performance is caused by the other Party or events or conditions beyond the Party's reasonable and actual control and for which the Party is not responsible under this Lease, (b) the Party gives prompt notice to the other Party, and (c) the Party makes all commercially reasonable efforts to perform.
- 38.7. Waiver. The waiver or failure of either Party to exercise in any respect any right provided under this Lease shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Lease.
- 38.8. Headings. Section headings are for reference only and shall not affect the interpretation of this Lease.
- 38.9. Order of Precedence. Any and all ambiguities or inconsistencies between a Schedule to this Lease and this document shall be resolved by giving precedence to this document over such Schedule. Silence on any matter in this document will not negate the provision in any Schedule to this Lease as to that matter.
- 38.10. Notice. All notices, consents, and other communications between the Parties under or regarding this Lease shall be in writing (which includes without limitation, email and facsimile) and shall be sent to the recipient's address set forth in the beginning of this Lease. Such communications shall be deemed to have been received on the earlier of the date of (a) actual receipt; (b) upon delivery by a courier as evidenced by a signed receipt; (c) upon confirmation of receipt by the receiving telecopier; (d) when first available on the recipient's email server; or (e) six (6) days after posting the same to the other Party. If received after 4:30 p.m., recipient's local time, or if received on a day when the recipient's facilities at the location identified in this Lease are closed, such communication shall be deemed received at 9:00 a.m. the next day on which such facilities are open. Either Party may change its address for notices by giving written notice of the new address to the other Party in accordance with this Clause 38.10 but any element of such Party's address that is not newly provided in such notice shall be deemed not to have changed


- 38.11. Time is of the Essence. Any remedy or other provision for late performance is cumulative, and notwithstanding any such remedies, time is of the essence to this Lease.
- 38.12. Entire Agreement. This Lease and the attached Schedule constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Lease, and this Lease supersedes any and all prior oral or written communications, proposals, representations, and agreements. It may be amended only by mutual agreement expressed in writing and signed by both Parties.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, appearing to read "Billiou", located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed on the day, month and year first written above.

Sealed with the Common Seal of \_\_\_\_\_ )  
(SEAL) BARNABAS MILLION LODIA )  
and delivered in the presence of \_\_\_\_\_ )  
us this day of \_\_\_\_\_ 2022 )

Signature: 

Name: Stellah Barnabas Million

Address: Yombo Vituka

Qualification: on behalf \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness \_\_\_\_\_

(SEAL)

delivered in the presence of  
us this day of \_\_\_\_\_ 2023


Signature: 

Name: RACHEL NSANZUGWANKO

Address: SIDO STREET

Finance Director

Qualification: Director/Company Secretary

Signature:  **TRIBAU CONTRACTORS LIMITED**

Name: MILLION LODIA **P.O. Box 40071**

Address: SIDO STREET **DAR-ES-SALAAM**

Managing Director

Qualification: Director/Company Secretary