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Assistant Registrar of Titles of Title



**THE LAND ACT (No 4, 1999)**

**THE LAND REGISTRATION ACT  
(CAP.334)**

**TITLE NO: 107948 LAND OFFICE NO.:332522**

**LEASE**

**BETWEEN**

**WINFRIDA AYEKO LUKUBA  
(LESSOR)**

**AND**

**CRAFTY DEE'S BREWING COMPANY LIMITED  
(LESSEE)**

**OF**

**PART OF PLOT 1829/12 MSASANI PENINSULA, KINONDONI  
DAR ES SALAAM, TANZANIA**

*BB*

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## LEASE AGREEMENT

THIS AGREEMENT is made this <sup>27<sup>th</sup></sup>..... day of July 2020, by and between:

- (1) **Winfrida Ayeko Lukuba** personal representative of Enock Titus Lukuba (deceased) of Mbezi, Sala Sala, P.O Box 33836, Dar es Salaam, Tanzania (hereafter called "Lessor", which expression shall include, where the context so admits, his successors, transferees and assigns); and
- (2) **Crafty Dee's Brewing Company Limited**, a private limited company incorporated and registered in the United Republic of Tanzania with company number 128156, whose registered office is at, Plot No. 1979, Chaza Lane, Oysterbay, P.O. Box 734, (hereafter called "Lessee", which expression shall include, where the context so admits, his successors, transferees and assigns) of the other part

together the **Parties**.

### Background

- A. Enock Titus Lukuba (deceased) is the legal and beneficial owner of the parcel of land situated at Plot No.1829/12, Chole Road Kinondoni Dar es Salaam comprising of 380 square metres and registered under with Certificate of Title No. 107948 (**Property**).
- B. The Lessor is authorised under the letters of administration granted by the Kawe Primary Court, Dar es Salaam on 7 June 2017, Dar es Salaam to act as the personal representative of Enock Titus Lukuba and to manage and lease the Property.
- C. The Lessee has requested the Lessor to lease to the Lessee part of the Property comprising of 350 square meters as delineated in green on the plan set out in the Schedule to this Lease (**Demised Premises**) for the period and on the terms and conditions set out below.

**NOW THIS LEASE WITNESSETH** as follows:

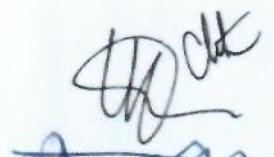
**1. Lease Period, Rent and Payments**

Lease Period

- 1.1 In consideration of the rent and the mutual covenants hereinafter reserved and contained, the Lessor hereby grants, leases and demises unto the Lessee the Demised Premises for an initial period of ten (10) years (**Term**) commencing on 1<sup>st</sup> October, 2020 and ending on 30 September 2030, subject nevertheless to the provisions for termination and renewal hereinafter contained.
- 1.2 The Lessee shall have the option to renew the Lease for a further term, by giving the Lessor three (3) month's prior written notice of its intention to extend the lease before the expiration of the Term. The renewed term shall continue on the same covenants, conditions and provisions as provided in this Lease, subject to a rent that is mutually agreed upon by the Lessor and the Lessee.

Rent

- 1.3 Subject to the provisions of this Lease, the Lessee shall pay to the Lessor in equal installments each year, payable in advance exclusive of VAT and withholding tax as follows:
- i. Year 1 to 3: \$1,100 a month;
  - ii. Year 3 to 6: \$1,300 a month; and
  - iii. Year 7 to 10: \$1,500 a month.
- 1.4 The Parties have agreed that the rent due for the first year shall be payable six (6) months in advance from 1<sup>st</sup> October 2020, and thereafter the rent due for the remaining years shall be paid in advance every three (3) months.
- 1.5 If the Lessee fail to pay the rents or any other sum due under this Lease

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within fourteen (14) days of the due date whether formally demanded or not, the Lessee shall pay to the Lessor interest on the rents or other sum due under this Lease from the due date to the date on which they are paid and such interest shall be 2% per annum above the average base lending rate of three designated banks that is to say Standard Chartered Bank (Tanzania) Limited, Stanbic Bank (Tanzania) Limited and Barclays Bank (Tanzania) Limited.

- 1.6 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 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.

#### Payments

- 1.7 The Lessor shall issue an invoice for rent due and payable by the Lessee to the Lessor for the Term (calculated using the formula contained in Clause 1.3 above), which shall be paid within not less than fourteen (14) days of the issue of the invoice, unless otherwise agreed by the Parties.
- 1.8 The Lessee shall deduct withholding tax at the rate of 10% from all rent payments due to the Lessor and remit the same directly to the Tanzanian Revenue Authority. The Lessee will submit a withholding tax certificate to the Lessor after each payment.

## **2. Access and Use of Property**

#### Access

- 2.1 The Lessor shall be granted access to the Demised Premises from 1- August, 2020. A grace period of two (2) months will be provided to the Lessor to allow the Lessor to make the necessary fit outs and renovations to the Demised Premises, before the commencement date of the lease on 1- October, 2020.

#### Use of property

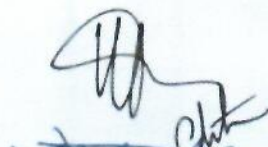


- 2.2 The Demised Premises shall be used by the Lessor for the developing of a small-scale micro-brewery with bar and restaurant. The Lessee will not and will not permit any other person to use or occupy the Demised Premises or any part thereof for any illegal or unlawful purpose or for any business or purpose not specifically authorized by the Lessor in this Lease or otherwise in writing in advance.
- 2.3 The Lessee shall be responsible for applying for and obtaining all relevant licenses, permits and government approvals and authorisations that required in connection with the operation the Lessee's business activities, including all necessary business licenses, liquor licenses and food service permits, or to make any replacements, alterations, additions, changes, substitutions, or improvements to the Demised Premises proposed by the Tenant and approved by the Lessor in accordance with this Lease, and shall be assisted by the Lessor where required
- 2.4 The Lessor shall ensure that the Demised Premises is suitable for commercial purposes in accordance with the Urban Planning (Use Group and Classes) Regulations, 2018, and it is a condition precedent to the commencement of any term under this Lease, and this Lease will be of no force or effect unless and until, the Lessor makes the necessary change of use to its certificate of occupancy to allow the Demised Premises to be maintained and used for commercial purposes.

The Lessor shall be responsible for bearing all costs for changing the use of the Demised Premises, and any contributions made by the Lessee to such costs shall be deducted from the rent due on the Demised Premises.

### 3. Utilities

- 3.1 The Lessee is required to have a separate electricity meter installed in the Demised Premises by TANESCO to record the electricity consumed by the Lessee during the Term. The Lessee shall be responsible paying its own costs for electricity consumed on the premises, once the Lessee has installed their own electricity meter.
- 3.2 The Lessee is required further to install at their own cost, a generator and



automatic change over switch at the Demised Premises, in order to guarantee the capacity of electricity required for their business activities. All costs associated with the installation and use of the generator shall be borne by the Lessee, who shall have the sole right to use the generator.

#### **4. Fit out of Demised Premises, Alterations & Improvements**

##### Fit-out Works

- 4.1 All structural changes, and maintenance done to the Demised Premises shall be form part of the leased premises. The Lessee is restricted from making any changes to the Demised Premises that result in the removal of fixtures which are likely to cause damage or destruction to the property.
- 4.2 The Lessee is permitted to make non-structural alterations, decorations, and install signage or branding and carry out general improvements in or to the space and shared grounds.
- 4.3 The Lessor and the Lessee mutually agree that the Lessee requires certain fit-out works to be undertaken to the Demised Premises once the Lessor is given access to the premises. All fit out works on the Demised Premises must be done to a design and standard approved by the Lessor, and the Lessee shall make such arrangement as are necessary in order to develop the drawings, designs and specification of the Fit-out works which the Lessee will share with the Lessor.
- 4.4 Structural changes and the construction of a development on the Demised Premises by the Lessee are permitted, provided that all works are outsourced and managed by a contractor appointed by the Lessee. The Lessee shall be responsible during the fit-out, for ensuring that the contractors are covered with all necessary insurance.
- 4.5 The following structural works which will be initiated in phases over a two (2) month grace period, have been approved by the Lessor:
  - (a) the installation of a generator on site with an automatic change over switch; and

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- (b) the construction of a covered area and the structure of the main area and sub areas as designed and planned by the Lessee.

4.6 All costs related to structural and non-structural alterations are to be borne by Lessee unless otherwise agreed between parties.

## 5. Lessee Covenants

The Lessee hereby covenants with the Lessor:

### 5.1 Rent and other Payments

- (a) to pay the Rent at the times and in the manner specified in this Lease without any set off or deduction other than any deduction or withholding of tax as required by law;
- (b) to pay and to indemnify the Lessor against:
  - (i) all rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now or during the Term shall 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.
  - (ii) in addition to rent, value added tax (VAT) (or any tax of a similar nature that may be substituted for it or levied in addition to it) and stamp duty chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this lease or in respect of any payment made by the Lessor for such payment, save where such tax or duty is by law recoverable from the Lessor.
- (c) to pay all charges for the supply of gas, electricity, water and other services consumed on the Demised Premises.

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## 5.2 Maintenance, Repair and Remedy Defects

- (a) to be responsible for maintaining and repairing all buildings, appurtenances and the grounds on the Demised Premises including all security and electrical fences, water systems, masonry, grounds keeping, sewage, waste management, fumigation, and such other routine repairs and activities that are required in connection with the Demised Premises;
- (b) at all times during the Term to repair, clean, replace and to keep the Demised Premises in good and substantial repair and condition free from all defects and to notify the Lessor as soon as practicable of any damage to the Demised Premises;
- (c) to permit the Lessor or their agents at all reasonable times during the Term with or without workmen with notice to enter the Demised Premises to inspect its condition and state of repair in order to carry out any repairs and alterations of the Demised Premises;
- (d) to repair or remedy to the satisfaction of the Lessor any defect to the Demised Premises caused by the Lessor within one (1) month following the service of notice by the Landlord to the Tenant of a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property;

## 5.3 General Use

- (a) not at any time to use the Demised Premises for any illegal or immoral purpose or carry on at the Demised Premises any offensive, noisy or dangerous act, trade, business, manufacture or occupation;
- (b) not to cease using the Demised Premises for its intended purposes or leave the Demised Premises continuously unoccupied for more than one month without:



- (i) first notifying the Lessor in writing; and
- (ii) arranging for such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall reasonably require in each case in order to protect the Demised Premises from fire, vandalism, theft, damage or unlawful occupation;

#### 5.4 Assignment

not to assign sublet, charge or part with possession, of the Demised Premises or any part of the Demised Premises without the Lessor's prior written consent which shall not be unreasonably withheld or delayed, and a certified copy of the signed sub-lease must be provided to the Lessor. The proposed sub-lessor agrees to be bound by all the applicable provisions of this Lease as if they were a party hereto;

#### 5.5 Compliance with Statutes

- (a) to comply at its own expense with all provisions of applicable law including, without limitation, municipal laws and by-laws and all other governmental, municipal and health regulations pertaining to the operation of the Lessee's business activities and the use and occupation by the Lessee of the Demised Premises, the condition of all leasehold improvements, furniture and equipment installed in the Demised Premises, including the Lessee's assets, and the making of any repairs, replacements, alterations, additions, or improvements of or to the Demised Premises;
- (b) within seven (7) days of receipt by the Lessee of any notice or order or proposal for a notice or an order issued to the Lessee or served on the Demised Premises by any government department local or other authority private or public or court of competent jurisdiction under any statute, to give full particulars to the Lessor and without delay to take all necessary steps to comply with any notice or order, and also at the cost and request of the Lessor to make or join with the Lessor in making any objection or representation against any notice order or proposal which the Lessor acting reasonably deems

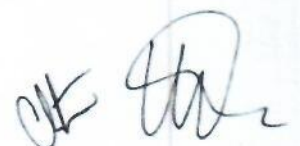
expedient;

#### 5.6 Insurance

- (a) to effect, maintain and keep in force with one or more insurance companies duly authorized to carry on business within Tanzania, at all times during the Term and at its sole expense, insurance in respect of the Lessee's use and occupation of the Demised Premises and all contents of the Demised Premises, including without limitation the Lessee's assets and other fittings, machinery, goods, equipment and improvements of the Lessee, for insurable risks against which and in amounts for which a prudent owner would protect itself or as the Lessor may from time to time reasonably require, including without limitation, comprehensive general liability insurance against all claims for personal injury, death, or property damage or loss arising out of the use and occupation by the Lessor of the Demised Premises or the service of liquor therein, and covering the contractual obligations of the Lessee under this Lease;
- (b) not to do anything on the Demised Premises that would invalidate any insurance policy effected in respect of the Demised Premises or increase premium payable for the Demised Premises by the Lessor;

#### 5.7 Compliance with Environmental Laws

- (a) to use and permit the use of the Leased Premises only in strict compliance with all applicable laws, statutes, regulations, orders, by-laws, permits or lawful requirements of any governmental authority respecting environmental protection, or regulating, controlling, licensing or prohibiting contaminants (**Environmental Laws**);
- (b) not to, and not to permit any person to bring, store, manufacture, dispose, treat, generate, use, transport, remediate or release any contaminants on or from the Demised Premises without the prior written consent of the Lessor;



- (c) to promptly remove all contaminants from the Demised Premises in a manner that conforms to applicable Environmental Laws; and
- (d) to promptly notify the Lessor in writing of any release of a contaminant or any other occurrence or condition at the Demised Premises or any adjacent property that could contaminate the property or the building or subject the Lessor or the Lessee to any fines, penalties, orders, investigations or proceedings under Environmental Laws;

#### 5.8 Indemnity

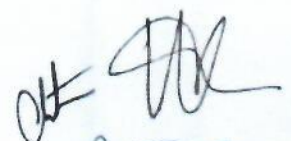
to be responsible for and keep the Lessor fully indemnified against all damage, damages, loss, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of any act, omission, or negligence of the Lessee or any other person at the Demised Premises with the express or implied authority of the Lessee or anyone deriving title through the Lessee, the use and occupation of the Demised Premises or any breach or non-observance by the Lessee of the covenants or other provisions of this Lease; and

#### 5.9 Yielding Up

at the end of the Term:

- (a) to remove from the Demised Premises all of the Lessee's belongings and all signs erected on the Demised Premises by the Lessee and to make good immediately all damage caused to the Demised Premises by such removal;
- (b) to return the Demised Premises to the Lessor in as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the Lease; and
- (c) to return all keys to the Demised Premises to the Lessor.

#### 6. Lessor Covenants



The Lessor covenants with the Lessee:

6.1 Quiet Enjoyment

so long as the Lessee pays the rent and complies with its obligations in this Lease, the Lessee shall have quiet enjoyment of the Demised Premises without any interruption by the Lessor or any person claiming under the Lessor except as otherwise permitted by this Lease;

6.2 Outgoings

to pay and discharge property taxes are to be paid by the Lessor. The Lessor shall collect the relevant tax forms from the appropriate government authority, and shall agree to pay the property tax within the given timeline stipulated in the tax form and accordance to the Tanzanian Government;

6.3 Change of Use

to apply from the relevant authorities if it has not already done so, within the two (2) month grace period provided to the Lessee under clause 4.5 above, for a change of use to the Demised Premises as stated in the certificate of right of occupancy, from Residential use to Residential/Commercial use.

**7. Registration of the Lease**

7.1 The Lessee shall apply to the Ministry of Lands, Human Settlement and Development within a reasonable time following the execution of this Lease, to register this Lease, and the Lessor shall support the Lessee's application by submitting to the Ministry the certificate of title to the Demised Premise to facilitate the registration of this Lease.

7.2 The cost of registration of this Lease at the Ministry of Lands, Human Settlement and Development shall be borne by the Lessee and a certified copy of the said registration with the certified copy of receipt for the fees paid for the effective date of registration shall be provided to the Lessor. Certification may be affected by the Lessee's lawyers.



## 8. Re-entry

8.1 The Lessor may at any time after the occurrence of any of the following events re-enter the Demised Premises and this Lease shall then immediately end, but without prejudice to any right or remedy of the Lessor in respect of any breach of covenant by the Lessee, if:

- (a) any rent or any part of it remains unpaid for ten (10) days after becoming due and payable whether it has been formally demanded or not;
- (b) there is any breach by the Lessee of any condition or tenant covenant in this Lease;
- (c) the Lessee permits any execution or distress to be levied on any goods in the Demised Premises; or
- (d) the Lessee becomes insolvent.

8.2 Upon re-entry pursuant to this clause 8, the Lessor may re-let the Demised Premises as the agent of the Lessee and receive rent therefore, and, to the extent that rent is owing to the Lessor hereunder, may take possession of any Lessee Assets or other property of the Lessee on the Demised Premises as the agent of the Lessee and sell the same at public or private sale without notice and may apply the proceeds of such sale and any rent derived from reletting the Leased Premises on account of the rent owing under this Lease, and the Lessee will be liable to the Landlord for the deficiency, if any.

## 9. Suspension of Rent

9.1 If the Demised Premises or any part of it is at any time during the Term destroyed or damaged by any of the insured risks so that the property is wholly or partly unfit for occupation and use then the rent or a fair proportion of it according to the nature and extent of the damage sustained, shall cease to be payable until the Demised Premises is again fit for occupation and use.

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9.2 If the Demised Premises is so damaged or destroyed as to be unfit for use or occupation, the Lessor may determine the Term on giving one (1) months' notice in writing to the Lessee and upon the expiration of such notice, the Term shall cease but without prejudice to the rights and remedies of either the Lessor or the Lessee against the other in respect of any antecedent claim or breach of the covenants and conditions contained in this Lease.

## 10. Notice

10.1 Any notice required or permitted under this Lease shall be made in English and in writing and shall be delivered to the Parties as follows:

In the case of the **Lessor**:

Addressed to: Winfrida Ayeko Lukuba  
PO Box 33836  
Mbezi, Sala Sala  
Dar es Salaam, Tanzania  
Mobile Number: +255655152188  
Email address: [Juliet.lukuba@gmail.com](mailto:Juliet.lukuba@gmail.com),  
[peter@mwimanzi.com](mailto:peter@mwimanzi.com)

In the case of the **Lessee**:

Addressed to: Crafty Dee's Brewing Company Ltd  
PO Box 734 Plot 1979 Chaza Lane,  
Oysterbay Dar es Salaam, Tanzania  
Attention: Chintu Patel  
Mobile Number: 0774 144 144  
Email address: [cheers@craftydees.com](mailto:cheers@craftydees.com)



10.2 Any communication or document made or delivered by a party to another under or in connection with this Lease will only be deemed to sufficiently given and effective, if:

- (a) by email, when actually received in legible form and in the case of any electronic communication made only if it is addressed in such a manner as the recipient shall specify for this purpose; or
- (b) by personal delivery (including courier) when delivered; or
- (c) sent by registered post, postage prepaid on the third (3rd) day after mailing, return receipt requested.

## 11. Default of Lessee and Termination

11.1 The Lessor shall not be entitled to terminate the Lease for a period of three (3) years following the commencement of this Lease, unless the Lessee has defaulting in complying with the terms and conditions of the Lease, and the Lessee has failed to remedy the default, as provided in Clause 11.2 below.

11.2 If default shall at any time be made by Lessee in the payment of rent when the rent becomes due to Lessor as herein provided, and if said default shall continue for ten (10) days after written notice thereof has been given to Lessee by the Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice, the Lessor may by a written notice either renegotiate the terms of the Lease or terminate the agreement.

11.3 If a party is desirous of terminating the Lease at the end of the three (3) year period, three (3) months' prior written termination notice shall be given to the other party to this Lease. This termination notice shall be sent to parties to the address provided in Clause 10 above. The termination of this Lease shall be without prejudice to any right of action or remedy of either party in respect of any antecedent breach of the terms and conditions contained in the Lease. If termination is initiated by the Lessor,

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the Lessor shall reimburse the Lessee for the rent paid over the remaining rental period.

## 12. Force Majeure

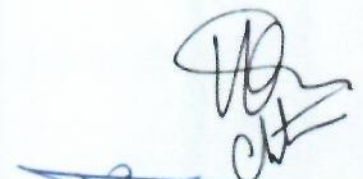
- 12.1 Neither party shall be in breach of this Lease nor liable for delay in performing or failure to perform any of its obligations under this Lease if such delay or failure results from events, circumstances or causes beyond its reasonable control and the affected party gives the other party prompt written notice of such event.
- 12.2 For the purpose of this Lease, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Lease impossible or so impractical as to be considered impossible under the circumstances. The term Force Majeure shall include without limitation, acts of God (including but not limited to strong winds, floods, earthquake), laws, regulations or actions of any government agency, war, terrorism, hostilities, revolution, civil commotion, an outbreak of an epidemic or a pandemic event such as the COVID-19 virus, lockdowns, communication or utilities failure, accidents, vandalism, and fire.
- 12.3 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, the party not affected may terminate this Lease by giving fourteen (14) days' written notice to the other party.
- 12.4 The Lessee and the Lessor acknowledge and agree that where the Demised Premises or any part of the premises is at any time during the Term shut down by the national authorities to minimise the spread of the COVID-19 virus so that the Demised Premises is wholly or partly unfit for occupation and use, then the rent shall cease to be payable until the Demised Premises is again fit for occupation and use.

## 13. Representations and Warranties



Each party to this Lease makes the following representations and warranties:

- (a) where it is a company, the company is a private limited liability company duly incorporated and validly existing under the laws of the United Republic of Tanzania and has the corporate power to own its assets, conduct its business as presently conducted and to enter into, observe and perform its obligations under this Lease;
- (b) the Lessor has full authority under the letters of administration granted by the Kawe Primary Court to deal with the Property as contemplated in this Lease;
- (c) the Property is free from encumbrances and that there are no pending liabilities, liens, or charges with regard to the Property including any government dues, which would affect the Lessor's ability to lease the Demised Premises and that the Vendor has paid all the taxes, dues etc. to various authorities that arise in connection with the Property;
- (d) there exists no dispute in relation to the Property between the Lessor and any third party which affects the Parties' ability to enter into and perform their respective obligations under this Lease, and the Lessor does not expect, and is not aware of any circumstances that may give rise to, any such dispute after the date of this Lease;
- (e) the obligations expressed to be assumed by it under this Lease are legal, valid, binding and enforceable obligations;
- (f) the entry and performance by it of this Lease does not and will not conflict with:
  - (i) any law or regulatory requirement applicable to it;
  - (ii) its constitutional documents; or
  - (iii) any other agreement binding upon it;
- (g) it has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, this Lease; and

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- (h) all necessary authorizations and consents to enable or entitle it or him to enter into this Lease have been obtained and will remain in full force and effect at all times during the subsistence of this Lease.

#### 14. General Provisions

- 14.1 This Lease constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Lease. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Lease.
- 14.3 If any court or competent authority finds that any provision of this Lease (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Lease shall not be affected.
- 14.4 No variation of or amendment to this Lease shall be effective unless thirty (30) days prior written notice of the change is communicated to the Parties, and such variation or amendment it is in writing and signed by the Parties (or their authorised representatives).

#### 15. Dispute Resolution

- 15.1 If any dispute arises between the Parties to this Lease in connection with this Lease (**Dispute**), then a party may notify the other party of the Dispute with a notice (**Dispute Notice**) which:
  - (a) includes or is accompanied by full and detailed particulars of the Dispute; and
  - (b) is delivered within ten (10) business days of the circumstances giving rise to the Dispute first occurring.
- 15.2 Within ten (10) business days after a Dispute Notice is given, the Parties

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shall meet at a venue agreed to by the Parties and seek to resolve the Dispute. Following the service of a Dispute Notice, the Parties shall use all reasonable endeavours to settle such Dispute amicably through negotiations between their respective authorised representatives within a period of thirty (30) days starting from the date of receipt of the Notice of Dispute by the relevant party. The Parties shall appoint two (2) lawyers each who shall act as their authorised representatives.

- 15.3 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity or the Agreement which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, shall be settled by arbitration in accordance with the Laws of Arbitration Act cap 15 R.E. 2002 (as amended from time to time). The number of arbitrators shall be three (3). The place of arbitration shall be Dar-Es-Salaam, Tanzania. The language of the arbitration shall be English.
- 15.4 Subject to Clause 15.3 above, arbitration shall be undertaken by three (3) arbitrators. Each Party shall appoint a single arbitrator and both arbitrators appointed by the Parties shall jointly appoint the third arbitrator who shall act as the umpire. In the event that the two (2) arbitrators fail to reach agreement on the identity of the umpire or if one Party fails to appoint an arbitrator, then in either such case the appointment of the umpire or the non-appointing Party's arbitrator (as the case may be) shall be undertaken by the chairman at the time being of the Tanzania Institute of Arbitrators.
- 15.5 Subject to Clause 15.6 below, a Party shall not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- 15.6 Nothing in this clause shall prevent a Party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- 15.7 Despite the existence of a Dispute, the Parties must continue to perform their respective obligations under this Agreement and any related agreements.

## 16. Governing Law and Jurisdiction

- 16.1 This Lease and any non-contractual obligations arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Tanzania.

16.2 The Parties irrevocably agree that the High Court of Dar es Salaam, Commercial Division shall have non-exclusive jurisdiction to settle any disputes and claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively hereto executed this deed the day and year first above written.

SIGNED and DELIVERED at Dar es Salaam by the said WINFRIDA AYEKO LUKUBA, the legal representative of ENOCK TITUS LUKUBA (deceased) under the authority of the letters of administration granted by the Kawe Primary Court on 7 June 2017, who is known to me personally ~~identified~~ to me by.....the latter being known to me personally on this 27<sup>th</sup> day of July 2020.

  
SIGNATURE

BEFORE ME:

Name: Aaron Allan Lesindani  
 Signature: [Signature]  
 Address: Box 12226 Dar es Salaam  
 Qualification: COMMISSIONER FOR OATHS



$WT = 1100$   
 $WT = 1100 USD \times 10 \times 6 = 660 USD \approx 1,509,132.504$   
 $SD = 1100 USD \times 11 \times 12 = 132 USD \approx 301,826.5008$

Stamp: STAMP DUTY  
 Receipt No: 152,394  
 Dated: 28/07/2020  
 Regional - Manager Kinondoni Tax Region



SEALED with the Common Seal of  
CRAFTY DEE'S BREWING  
COMPANY LIMITED and  
DELIVERED at Dar es Salaam in our  
presence this 27<sup>th</sup> day of JULY.....  
2020:

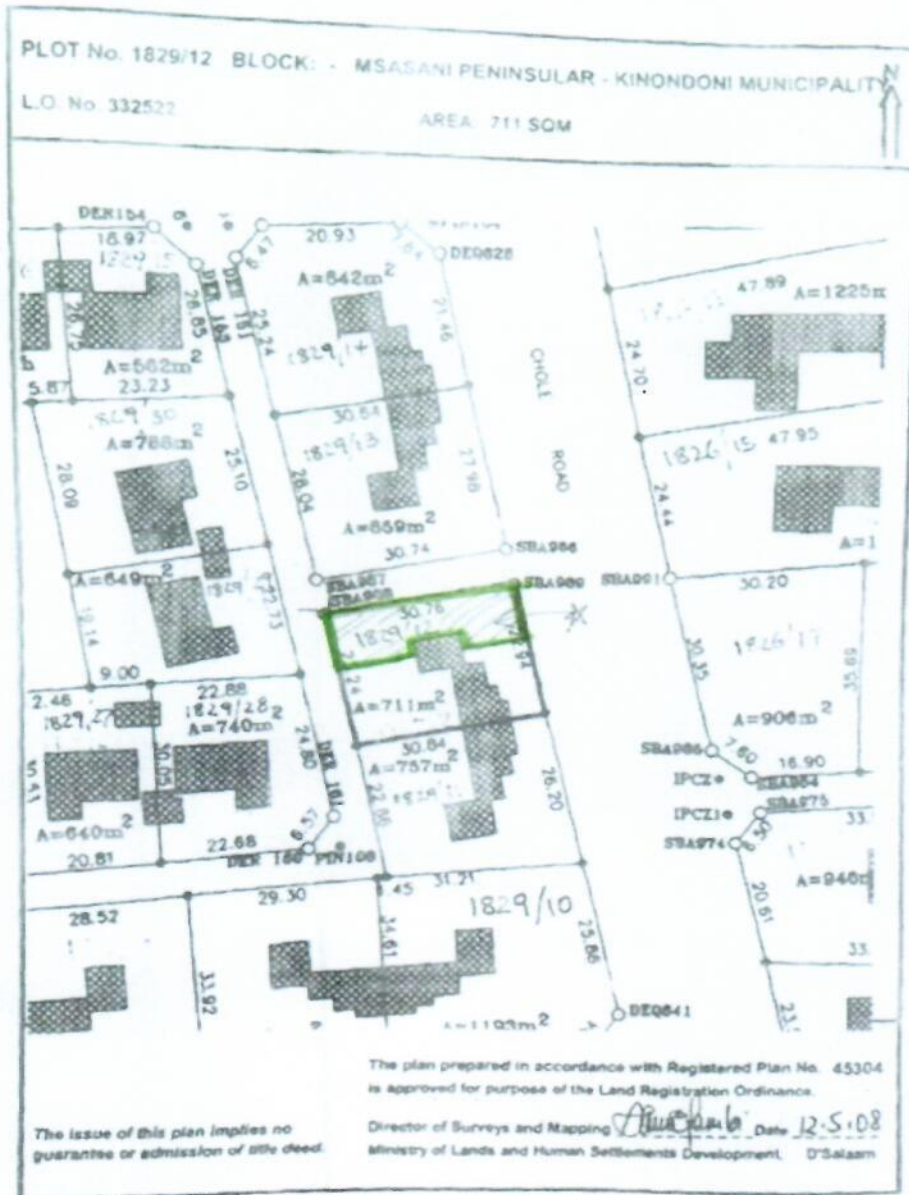


Name: CHINTU PATEL  
Signature: *[Handwritten Signature]*  
Address: BOX 734 DAR-ES-SALAAM  
Qualification: DIRECTOR

Name: PALAK PATEL  
Signature: *[Handwritten Signature]*  
Address: BOX 734, DSM  
Qualification: DIRECTOR/COMPANY  
SECRETARY

*[Handwritten Signature]*

# SCHEDULE PLAN OF THE DEMISED PREMISES



*[Handwritten Signature]*