

DATED THIS.....DAY OF 2025

LEASE AGREEMENT

BETWEEN

NYANZA ROAD WORKS LIMITED
("the Lessor")

AND

LUBIAN ELECTRICIAN TANZANIA LIMITED
("the Lessee")

LEASE AGREEMENT FOR THE LEASE OF A WAREHOUSE LOCATED ON PLOT NO.5/2 AT
TEGETA, WAZO HILL, KINONDONI, MUNICIPALITY, DAR-ES-SALAAM

LEASE AGREEMENT

This Lease Agreement made this day of 2025.

BETWEEN

NYANZA ROAD WORKS LIMITED a private company incorporated under the laws of Tanzania, and whose registered office is at Plot No. 5/2 Wazo Hil, Kinondoni District, P.O. Box 4477, Dar-es-Salaam, Tanzania including its successors and assigns in title of the one part (hereinafter called “the Lessor”)

AND

LUBIAN ELECTRICIAN TANZANIA LIMITED a limited liability private Company with Registered **Certificate of Incorporation No.184535521**, incorporated under the laws of Tanzania, whose registered office is located at Plot No, Road, Area, Dar-es- Salaam, Tanzania (hereinafter referred to as “**the Lessee**” /“**Tenant**”) which term shall where the context requires includes her successors in title and assigns of the other part.

WHEREAS The Lessor owns a Warehouse situated on Plot No. 5/2, at Wazo Hill, Tegeta, Kinondoni Municipality, Dar-es-Salaam registered under Title Number 29971, and is desirous of letting it by way of lease (hereinafter referred to as the “Demised Premises”).

WHEREAS the Lessor has agreed to let the lessee the Demised Premises comprising of 1,904m² (One Thousand Nine Hundred and Four sq. meter) of Warehouse No..... (.....) on the plot No. 5/2 Wazo Hill, Tegeta, Kinondoni District, Dar es salaam.

WHEREAS:

- A)** The Lessor owns a Warehouse situated on **Plot No. 5/2**, at Wazo Hill, Tegeta, Kinondoni Municipality, Dar-es-Salaam registered under **Title Number 29971**, and is desirous of letting it by way of lease (hereinafter referred to as the “Demised Premises”).
- i)** **the Lessor has agreed to let the lessee the Demised Premises comprising of 1,904m² (One Thousand Nine Hundred and Four sq. meter) of Warehouse No..... (.....) on the plot No. 5/2 Wazo Hill, Tegeta, Kinondoni District, Dar es salaam.**
- B)** The Lessor has agreed to let to the lessee the above-mentioned Demised Premises for an initial period of **Three Years (3 year’s)**, from the **1st day of August 2025 (Commencement Date) up to the 31st day of July 2028**, payable (6) Six Month in advance after the laps of 1st (first) year **the rent shall be reviewed and the rent to be paid for the remained (2) two years**

- c) This lease Agreement might be renewable at the option of the Landlord upon request by the Tenant, subject to the terms and condition to be outlined at the respective time.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. TERM OF THE TENANCY

- 1.1 That in pursuance of the said Agreement and in consideration of the rent hereby reserved and the Lessee's covenants hereinafter mentioned, the Lessor will let and the Lessee will take the Demised Premises, for a period of **Three (3) years commencing on the 01st day of August 2025 (Commencement Date) up to the 31st day of July 2028.**
- 1.2 The Lessor may, at the written request of the Lessee made two (2) month before the expiration of the term hereby created, (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or non- observance of any of the covenants on the part of the Lessee herein contained at the expense of the Lessor, grant to the Lessee a Lease of the Demised Premises for further term as the Parties may mutually agree.
- 1.3 Notwithstanding the foregoing, at any time during the Term, the Tenant may terminate this Lease with penalty of two-month (2) by giving two (2) months prior notice to Landlord and the Rent shall be due only through the date of termination or the final date of possession by Tenant, whichever is later and shall be prorated for any portion less than one year.
- 1.4 TRA Domestic Revenue stamp duty 1% or Lease Agreement registration charges or any other Tax will be paid by 'The LESSEE' and to pay the rent in the manner aforesaid.
- 1.5 The Lessee shall withhold mandatory 10% withholding taxes on the rent payable, pay to the concerned authorities and submit the exchequers receipts to Lessor, within 2 weeks from the rental payment date.
- 1.6 Rent for the first six (6) month in advance shall be payable at the date of signing this Lease Agreement that is before 31st June 2025, and the rent for the subsequent tenancy period shall be paid as per clause No.2.
- 1.7 upon signing this Lease Agreement and release of first six month rent Landlord will provide Grace period or mobilization period of one month (30 days) from 1st of July 2025 to 31st of July 2025.

2. RENT PAYABLE

- 2.1 The mutually agreed monthly rent shall be **T.shs.19,040,000/= (T.shs. Nineteen Million Forty Thousand only) Exclusive of VAT**, payable (6) Six Month at least 4 weeks prior to the Date of commencement of the Lease tenure every year, that is before **1st of August, and 1st of February**, of the first year of tenure, to ensure continuation of the lease tenure, payable in Tanzania Shilling.
- 2.2 If the Lessee fails to pay the Rent as described herein this agreement, then the Lessee will incur penalty as per commercial bank lending rate per month 5% (Five Percent) payment on the overdue rentals from the due date till payment. If the Lessee fails to pay the rent for a period of Two month consecutively then the Lessor shall send a default notice explaining the nature of the default and the measures he intends to take if the default remains unsolved. If the tenants fail to act on such notice, the Lessor is at liberty to terminate this lease agreement and let-out the schedule property to others without giving any notice to the TENANT.
- 2.3 The monthly rent for one warehouse (1,904 sq.mtr) One Thousand Nine Hundred Four sq.meter located on the plot No.5/2 wazo Hill, Tegeta, Kinondoni District Dar es salaam, shall be **T.shs.10,000/= (T.shs. Ten Thousand Only) per sq.mtr or T.shs.19,040,000/= @ month (Exlusive VAT) per month.**

(6) Six Month Rent X 19,040,000/- = T.shs. 114,240,000 (T.shs.One Hundred Fourteen Million Two Hundred & Forty Thousand only).

VAT 18%

T.shs. 20,563,200 (T.shs. Twenty Million Five Hundred Sixty-Three Thousand & Two Hundred Only).

Total Inc.VAT

T.shs.134,803,200 (T.shs.One Hundred Thirty Four Million Eight Hundred Three Thousand & Two Hundred Only).

TOTAL SIX (6) MONTH RENT: T.shs.134,803,200 (T.shs.One Hundred Thirty- Four Million Eight Hundred Three Thousand & Two Hundred Only) For Every Six (6) month VAT Inclusive Rent may be payable in Tanzania Shilling.

- 2.4 The rent herein reserved shall be paid directly to the Lessor's account, the details of which are as follows:

Bank: NATIONAL BANK OF COMMERCE
Beneficiary: Nyanza Road Works Limited, P.O. Box 64,
Mwanza, Tanzania
Tanzania Shs.
Account Number: 015103000721
Branch: Mwanza Branch
Address: P.O. Box 197, Mwanza, Tanzania
Branch code: 015
Swift code: NLCBTZTX

3 LESSEE'S COVENANTS

- 3.1 To pay for all water sewerage, electrical and any other charges covered by this Agreement and any renewal thereof. Any amount of charges or bills that may fall in arrears at the end of this Tenancy Agreement will be payable by the
- 3.2 At all times to keep the interior of the Demised Premises and appurtenances thereof including doors, fixtures, electric wires and fittings, pipes and the painting in good repair and condition throughout the said term and without prejudice to the generality of the foregoing covenants to clean regularly the internal and external parts of the Demised Premises.
- 3.3 Tenant to bear costs for any breakdown and maintaining of electrical, water & sewerage, roofing, main structure, walls, ceilings, floors, foundations, electrical wiring, plumbing and drainage system or any other local government fees in the Demised Premises.
- 3.4 Tenant to bear the costs of internal Electrical wiring, water connection or any other internal requirement with a written approval provided by the Landlord.
- 3.5 Lessee will provide VAT Exemption Certificate if exempted from VAT as per Tanzania Law.
- 3.6 The Lessee will not be allowed to remove any part of internal structure fix structure, roofing, walls, ceilings, floors, foundations, electrical wiring and accessories, plumbing and drainage system or any other installation at the end of contract terms, unless a written approval is provided by the Lessor.
- 3.7 To be responsible for and indemnify the Lessor against all uninsurable act done by the Lessees, his agents, workmen or any other person working

under instructions which might cause damage loss, injury or destruction of the demised premises and adjacent premises.

- 3.8** The Lessor will not be responsible for any breakdown or failure of power and Water supply due to any reason.
- 3.9** Lessee will be responsible to keep the internal condition of the Demised premises in good and substantial repair before vacating the premises.
- 3.10** Not to assign, sublet, underlet or part with possession of the leased premises or any part thereof without a prior intimation and a written consent of the Lessor.
- 3.11** Not to erect any other building structure, pipe, partition, wire nor to make or suffer to be made any alteration nor to commit or permit or suffer any waste, or injure any of the roofs, walls, timber, wires, pipes, drains appurtenances, fixtures or fitting thereto. PROVIDED ALWAYS THAT the Lessee shall subject to obtain prior consent in writing of the Lessor which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or improvement in addition to the Demised Premises as maybe necessary and convenient to the Lessee in the use of the Demised Premises, after signing the contract.
- 3.12** To permit the Lessor and its agents, at all reasonable times of the day and upon prior notice to the Lessee or immediately in case of need, to enter upon the demised Premises for the purpose of:
- 3.10.1** To view the state and condition of the Demised Premises and upon discovery of any defects, or wants of repairs, the Landlord shall give to the Tenant a notice in writing to repair and make good the same.
- PROVIDED THAT, if the Lessee shall not within the period specified in the written notice commence and proceed execution of the work specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the Demised Premises and execute such repairs and works. The cost (which expression shall include but not limited to all legal costs, and surveyors' fees and other expenses whatsoever attended thereon) shall be debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action.
- 3.13** Not to store, bring upon the Demised Premises or building any articles of combustible, inflammable or dangerous nature and to comply with all recommendation of fire authorities as to fire precautions relating to the Demised Premises or building.

- 3.14** Not to remove or to demolished any Electrical part, any fix structure or any additional construction build by Tenant during (Lease Period) at the termination of this Lease Agreement.
- 3.15** Not to use or suffer to be used the Demised Premises or any part thereof for any other purposes other than Manufacturing of Electrical items like Transformer or any other electrical part Manufacture and warehouse storage purpose only.
- 3.16** Not to do or permit to be done anything whereby the policy of insurance of the Demised Premises may become void or voidable.
- 3.17** To yield up the premises with the fixtures and fittings and conditions thereto (Lessor's fixtures exempted) at the end of the said term in good and substantial repair and condition (fair wear and tear exempted) to the Lessee in accordance with the covenants hereinafter contained.
- 3.18** At all times during the continuance of the tenancy hereby created to comply with all laws, acts, rules, regulations or by-laws now or hereafter enacted, passed, made or issued by the Government of the United Republic of Tanzania or any local or other authority in relation to the occupation conduct or user of the Demised Premises.
- 3.19** To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessee as a consequence of every breach or non-observance of the Lessee's covenants herein contained and to indemnify the Lessor against all actions, "claims" liability, costs and expenses arising there from.

4 LESSOR'S COVENANTS

- 4.1** To provide the Demised Premises in good condition to the satisfaction of the Lessee with complete plumbing, lightings, fixtures and fittings.
- 4.2** To allow the Lessee to carry out interior fit-out to the office block and within the Demised Premises subject to provision of details and drawing of work to be carried out.
- 4.3** Subject to the Lessee performing all the covenants herein above specified, not to interfere or allow other person(s) rightfully claiming under or in trust for the Lessor to interfere, interrupt or intrude upon the Lessee's peaceful enjoyment of the Demised Premises throughout the said term.
- 4.4** The Lessor hereby agrees to pay and discharge all property / land rents, assessments, impositions, and any other levies imposed by the Dar-es-Salaam City Council in relation to the Demised premises excluding those charges which

the Lessee is liable to pay under clause 3.2 above.

- 4.5 The Lessor hereby agrees to pay annually LAND RENT as mandated by Tanzanian law.
- 4.6 That upon every payment of the rent by the Lessee, a duly stamped receipt should be given to the Lessee in confirmation of the payment made.
- 4.7 Whenever the Demised Premises or any essential part thereof is damaged by fire (which Lessee is not responsible for), storm, war, civil disturbance or other calamity this lease shall, in case of total destruction, terminate automatically. In case of partial destruction or injury the Lessor shall repair and restore at his own cost the Demised Premises to its former state and condition within a reasonable time and the Tenancy shall continue to remain in effect unless terminated by mutual consent of the Lessor and the Lessee PROVIDED THAT during the said period of repair and restoration, if the Demised Premises shall be deemed unfit for tenancy, no rent shall be paid under the terms of this Lease for the said period of repair.
- 4.8 Not to assign or to do any construction or renovation or part with the possession of the Demised Premises or any Part thereof without the written information to the lessee.

5 COVENANTS BY THE PARTIES

- 5.1 The Lessor shall not be responsible to the Lessee or the Lessee's licenses, servants agents or other persons in the Demised Premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Demised Premises or in the said building.
- 5.2 It is hereby declared that each of the Lessee's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants effecting other adjoining or neighboring premises for the time being belonging to the Lessor.
- 5.3 Nothing herein contained shall confer on the Lessee any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instruction relating to any other part or parts of the said building or to any other premises belonging to the Lessor to deal with the same now or at any time thereafter in any manner which may be thought fit.

6 SIGN BOARDS

6.1 The Lessee shall be permitted, at its own expense and cost, from the Commencement Date to, upon any reasonable disposition of the Demised Premises, to affix a sign board showing the name and occupation of the Lessee on the Demised Premises in such manner in each case as shall

be in conformity with the municipal by-laws as to size, type, color and placing, the Lessee shall be responsible for payment of all Government Taxes, leavy related to the signed board.

6.2 Upon Termination of the Validity of this Agreement, the Lessee shall remove the signboard and make good any changes or related effects on the premises, failure of which will be attended by the Lessor and related costs be payable by the Lessee immediately upon presenting them.

7 INSURANCE; INDEMNITY

7.1 Insurance –Lessee

That, the Lessor shall have Insurance on the demised premises. The Lessee may at his liberty may have insurance for his belonging / chattels he placed in the demised premises.

7.2 Lessee -Indemnity

The Lessee shall indemnify, defend and hold harmless Lessor and its officials, employees, agents from and against, and pay, reimburse and fully compensate as the primary obligor the Lessor indemnitee for, any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and court costs at trial) arising from Lessee's use of the Demised Premises (but specifically excluding any liability arising from hazardous substances, existing on, in, under or adjacent to the Demised Premises as of the Effective Date of this Lease or transported onto the Demised Premises by third parties not acting on behalf of Lessee or with Lessee's authorization), or arising from any uncured breach or uncured default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease.

7.3 Lessor Indemnity.

Lessor agrees to indemnify and save the Lessee and its employees and agents harmless against, and pay, reimburse and fully compensate as the primary obligor Lessee for, any and all claims, damages, demands, liabilities, costs, and expenses (including reasonable attorney's fees and court costs a t trial) for injury to or death of persons or property damage, arising from the negligence or willful misconduct of Lessor or the negligence of its agents, contractors or employees in or about the Demised Premises, or arising from any uncured breach or uncured default

in the performance of any obligation of Lessor's part to be performed under the terms of this Lease.

7.4 Actual Damages

Notwithstanding any other provisions in this Lease to the contrary, neither party nor its partners, officers, directors, elected officials, board members, employees, lenders or agents, shall be liable to the other for consequential or indirect loss or damage, including loss of profit, loss of use, loss of operating time, loss of revenue, increased costs of producing revenues, cost of capital, or loss of goodwill, on account of any defaults or breaches under this Lease. The parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, sole remedy provisions and limitations on liability expressed in this Lease shall survive termination or expiration of this Lease, and shall apply (unless otherwise expressly indicated), whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the partners, officers, directors, elected officials, board Members, employees and agents and related or affiliated entities of such parties and their respective partners, directors, officers and employees.

8 TAXES

- 8.1** The Lessee shall pay the applicable taxes and duties in this agreement specifically including 1) the Stamp duty 1% of the Rent as may be calculated accordingly
- 8.2** withhold from the Rent payable to Lessor a Withholding tax 10% of the Rent payable and pay to the concerned authorities as well as avail the receipts, Value Added Tax as may be imposed and calculated accordingly.
- 8.3** Any other taxes and duties shall be paid and accounted by the Lessor.

9 REPRESENTATIONS, WARRANTIES AND COVENANTS.

- 9.1** The Lessor represents and warrants to the Lessee as follows:
 - 9.1.1** The Lessors has taken all actions required and has full power and authority enter into this Lease;
 - 9.1.2** The person executing and delivering this Lease on Lessor's behalf is acting pursuant to proper authorization and this Lease is the valid, binding and enforceable obligation of Lessor;
 - 9.1.3** As owner of the Premises, Lessor remains responsible for any cleanup, remediation or damages associated with any Pollution found to exist on, in, under or adjacent to the Premises as of the Effective Date.

9.1.4 That the person executing this lease on Lessors behalf is of sound mind, sober and capacity to act in all dimensions of the laws of Tanzania.

9.2 The Lessee represents and warrants to the Lessor as follows:

9.2.1 The Lessee is a company duly organized, validly existing and in good standing under the laws of Tanzania with the necessary corporate power and authority to enter into this Lease.

9.2.2 The person executing and delivering this Lease on Lessee's behalf is acting pursuant to proper authorization and that this Lease is the valid, binding and enforceable obligation of Lessee.

9.2.3 That the person executing this lease on Lessee's behalf is of sound mind, sober and capacity to act in all dimensions of the laws of Tanzania.

10 NON-INTERFERENCE AND USE

10.1 The Lessor covenants and agrees not to construct (or permit the construction of) any improvements on, under or over the Premises that would interfere with Lessee's use of the Premises as permitted herein.

10.2 The Premises shall be used by Lessee (and any permitted assignees) for the purpose of conducting business as conducted by Lessee during the Term of this Lease. Lessee shall comply with all laws, permits and approvals in the use of the Premises.

11 FURTHER DECLARATION

11.1 It is hereby further agreed and declared between the Lessor and the Lessee that, if the Lessee desires to vacate the Demised Premises during the period of this Lease, only 50% of the remained / unutilized rent left after the notice period, shall be paid to the lessee. In even that the either of the party is no longer interested to renew the lease, shall give the other

party three (3) months' notice in writing.

11.2 Lease Agreement Registration charges and other expenses in connection with or incidental to the preparation of this Lease shall be borne by the Lessee.

11.3 The Lessee will not be allowed to remove any part of internal structure, any fix structure, roofing, walls, ceilings, floors, foundations, electrical wiring and accessories, plumbing and drainage system or any other installation or build or modify by tenant during the lease period of this Agreement which can cause damage to the premises.

12 FORCE MAJEURE

- 12.1** No Party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, political unrest terrorism, contagious diseases, accidents, fire, strong winds, floods, earthquake, PROVIDED that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is given within the shortest possible period.
- 12.2** As soon as the cause of the force majeure has been removed the Party affected by such cause shall notify the other Party. Should one or both of the Parties hereto be prevented from fulfilling its obligations by a state of force majeure lasting more than six (6) months, the parties shall consult with each other and determine on the future performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

13 TERMINATION

- 13.1** This Agreement shall be considered as terminated:
- 13.1.1** On the expiry of the lease term herein reserved, unless the Parties shall mutually agree in writing to renew it.
 - 13.1.2** By prior written consent of both Parties.
 - 13.1.3** By the Lessor if the Lessee fails to fulfill any of its obligations or commits any other breach of the terms of this Lease Agreement which is incapable of being rectified in accordance with the provisions of this Agreement.
 - 13.1.4** By the Lessee if the Lessor fails to fulfill any of its obligations or commits any other breach of terms of this lease agreement which is incapable of being ratified in accordance with the provisions of this agreement.
 - 13.1.5** if the Lessee is declared insolvent.
- 13.2** Without prejudices to clause 13.1 or any provisions of this lease, any party desiring not to renew the lease agreement shall provide a written notice to the other party at least three (3) months prior to the expiration of the current lease term.
- 13.3** Any party to this agreement may terminate this lease agreement for convenience by giving the other party a prior written notice of 3 calendar months. In the event of an absence of advance written notice, condition of payment in lieu is applicable for. The said period.
- 13.4** Upon expiry of the notice all outstanding rent and charges must be paid and the parties shall be released from this agreement.
- 13.5** Without prejudice to any other provision of this Agreement, if this

Agreement is terminated all obligations of the Parties under this Agreement shall automatically terminate with no further act or conduct being necessary or required on the part of any such Party, or any liability of any such Party.

- 13.6** Each of the Parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in each case:
- 13.7** Such termination shall not constitute a waiver by any Party of any obligation of the other Party that by its terms shall survive such termination pursuant to this Agreement.
- 13.8** Such termination shall not constitute a waiver by any Party of any claim it may have for actual damages caused by reason of, or relieve any Party from liability for, any breach of this Agreement prior to termination.

14 NOTICES

The Parties choose as their places of domiciles for their respective addresses set out in this clause for purposes of giving of any notice, the serving of any process, the payment of any monies and for any other purposes arising from this Agreement, as follows:

The Lessor: Nyanza Road Works Limited
P.O. Box 4477
Dar -es – Salaam / Tanzania.
Attention: Mr. Kirit Sidpara
Telephone number: +255 652 333 567
Fax number: N/A
Email: kirit870@gmail.com
info@nyanzaroad.com

The Lessee: **LUBIAN ELECTRICIAN TANZANIA LIMITED**
Plot No
P.O. Box, Dar- es-Salaam, Tanzania.
Attention: Mr.
Telephone number: +.....
Email:

15 NON-VARIATION

That the terms and condition of this Agreement shall be fixed for the whole duration of the Lease Term and should either Party wish to modify and/or amend any condition of this Agreement the same shall be confirmed in writing and mutually signed and accepted by both the Parties.

16 SEVERABILITY

If any provision of this Agreement is held to be void or unenforceable by or as a

result of the determination of any court or other authority, which decision is binding upon the Parties, the Parties agree that such determination shall not result in the nullity or unenforceability of the remaining provisions of this Agreement. The Parties further agree to use their mutual best efforts to replace such void or unenforceable provision in a manner that will achieve, to the extent possible, the economic, business or other purposes of the said void or unenforceable provision.

17 INDULGENCES

No relaxation, extension of time, latitude or indulgence which either party may show, grant or allow to the other shall in any way constitute a waiver by the grantor of any of the grantor's rights in terms of this Agreement, and the grantor shall not thereby be prevented or stopped from exercising of any of its rights against the grantee which may have then already arisen or which may arise thereafter.

18 WHOLE AGREEMENT

This Lease Agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties. No party shall be bound by any express or implied term representation, warrant, promise or the like recorded herein, whether it included the contract or not.

19 GOVERNING LAW

This Agreement and its performance shall be governed and construed in all respects in accordance with the Laws of Tanzania.

20 DISPUTE RESOLUTION

20.1 If any dispute, controversy or claim arises out of or in connection with this Agreement including the breach, termination or invalidity thereof (*Dispute*) the Lessor or the Lessee shall serve formal written notice on the other Parties that a Dispute has arisen (*Notice of Dispute*). The notice of Dispute shall describe the materials points of the Dispute in sufficient details to enable the parties to reach an amicable settlement pursuant to the procedure set out in the remaining provisions of this Clause 20.3.

20.2 Following the service of a Notice Dispute, the Lessor and the Lessee shall use all reasonable endeavours to settle such Dispute

amicably through negotiations between their respective authorized representatives within a period of thirty (30) days starting from the date of receipt of the Notice of Dispute by the relevant party. The Lessor and the Lessee may by agreement in writing extend such thirty (30) day period and take all such other steps as they mutually agree which will assist them in reaching an amicable settlement of the Dispute, including the joint appointment of a mediator.

20.3 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement which cannot be settled amicably within 30 days after receipt by one party of the other party's request for such amicable settlement, shall be settled by arbitration. The Tanzania Institute of Arbitrators Rules shall apply including the appointment of Arbitrator and conduct of the Arbitration. The number of Arbitrators shall be one. The place of arbitration shall be Dar-es-Salaam, Tanzania. The language of the arbitration shall be English.

20.4 Nothing in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief.

21 COUNTERPART SIGNING

This Lease Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DRAFT

IN WITNESS HEREOF the Parties hereto have executed these presents on the day and year and in the manner hereinafter appearing.

FOR THE LESSOR

SIGNED and **DELIVERED** for and on behalf of
NYANZA ROAD WORKS LIMITED
in our presence this.....day of.....2025



Signature:

Signature:

Name:

Name:

Designation:

Designation:

FOR THE LESSEE

SIGNED and **DELIVERED** at **DAR ES SALAAM**
For and on behalf of **LUBIAN ELECTRICIAN**
TANZANIA LIMITED in the presence of
us this.....day of,,,,,,,,,,,,,,,,,,,,, 2025



Signature:.....

Signature:

Name:

Name:

Designation:

Designation:

ATTESTATION BY ADVOCATE

BEFORE ME:

Name:

Signature:

Designation: ADVOCATE, NOTARY PUBLIC, AND COMMISSIONER FOR OATH.



DRAFT --- ONE ---