

**SUB LEASE AGREEMENT**

**BETWEEN**

**MARINETECH INTERNATIONAL LIMITED  
(LESSOR)**

**AND**

**TCRC INSPECTIONS (TZ) LIMITED  
(LESSEE)**

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**IN RESPECT TO THE BUILDING AND OPEN SPACE LOCATED AT  
MTWARA PORT**

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This Agreement is made the 26 day of 11, 2024,

**BETWEEN**

**MARINETECH INTERNATIONAL LIMITED**, a private limited liability company incorporated in the United Republic of Tanzania having its certificate of incorporation number \_\_\_\_\_ and of Post Office Box Number 79358 Dar es salaam, Tanzania (hereinafter called the "**LESSOR**" which expression shall, where the context so admits, include its assigns and successors in title) of the one part

**AND**

**TCRC INSPECTIONS (TZ) LIMITED**, a private limited liability company incorporated in the United Republic of Tanzania having its certificate of incorporation number 17071732 and of Post Office Box Number 14111 Dar es Salaam, Tanzania (hereinafter called the "**LESSEE**" which expression shall, where the context so admits, include its assigns and successors in title) of the other part.

**WHEREAS** pursuant to a Lease agreement between the Tanzania Ports Authority and the Lessor (hereinafter refer to as the "*Master Agreement*") dated this **3<sup>rd</sup> day of September, 2024**, the lessor was granted a right to Build and lease the open spaces at Mtwara port for purposes of coal laboratory, (hereinafter referred to "***The leased premise***") for a plot area measuring 260.00 square meters at Plot No. 1, Port Area Mtwara (hereinafter referred to as the "***premise***").

**WHEREAS** in line with the "Master Agreement" the lessor was granted right of sub leasing the demised premises.

**AND WHEREAS** the lessee herein is desirous of leasing the said premises from the lessor upon the terms and conditions stipulated herein.

**NOW, THEREFORE, BOTH PARTIES AGREE AS HEREIN UNDER:**

**1.0. GRANT OF THE LEASE AND DURATION**

The **LESSEE** herein accepts to lease the premise measuring 260.0 square meter located on Plot No. 1, Port Area Mtwara from the **LESSOR** for the period of three years from the date of signing this agreement.

**2.0. CONSIDERATION.**

The lessee sub leases the premise at a consideration of **UNITED STATE DOLLARS FIVE HUNDRED (USD 500) Exclusive of VAT** paid at a lampse of six- month period commencing immediately after the signing of this agreement.

**3.0. THE SUB LEASE**

**3.1.** That the lessor hereby, with full title, guarantee and authority, irrevocably and unconditionally lease to the lessee, pursuant to this Agreement but not limited to, its title, interests, benefits, additions, intellectual content, annexes, rights, authority, and claims over the premise.

**3.2.** That pursuant to the Agreement and in consideration of the covenants contained herein and the valuable consideration agreed to be paid by the lessee to the lessor (the sufficiency of which the lessor hereby acknowledges), the lessor hereby lease and transfers to the lessee the following which includes but not limited to its title, interests, additions, benefits, intellectual content, annexes, rights, authority, and claims to the premise.

**3.3.** That the lessor acknowledges and agrees that as of the date of this Agreement and up to the Commencement Date, the premise is free from any encumbrances, debts, or any claims from any person/entity of whatever nature.

**4.0. THE PREMISE:**

**4.1.** The Premise to be leased pursuant to this agreement consist of an area measuring 260 square meter at Mtwara port currently developed and/or being used as coal laboratory.

**4.2.** The lessee agrees that it shall use the premise for the purposes of laboratory, operations, and maintenance consistent with Ports Standards in Tanzania.

- 4.3. That subject to the written approval of the Authority which shall not be withheld unreasonably, the lessee shall be free to renovate and/or improve the premise in accordance with its own requirements.

**5.0. THE LESSOR'S WARRANTIES AND REPRESENTATIONS**

The lessor warrants and represents to the lessee that:

- 5.1 The Master Agreement is in full force and effect and is not liable to be forfeited or canceled, if it shall be amended and/or extended by the Authority, the lessee shall be given a number one priority in extended herein;
- 5.2 It has legal and beneficial interest in the premise and, has good right and lawful authority to lease the premise in the manner herein contemplated, free from any encumbrance, debts, or any claims from any person/entity of whatever nature;
- 5.3 It has complied with all regulatory obligations and requirements relating to its beneficial interest of premise;
- 5.4 There are no objections, claims, actions, suits, demands, proceedings or litigation of any nature whatsoever at the date of this agreement concerning the premise;
- 5.5 Any objections, claims, actions, suits, demands, proceedings or litigation of any nature whatsoever arising from the ownership or involvement of the premise will be the full responsibility of the lessor;
- 5.6 All information given to the lessee or other agents of the lessee in the course of negotiations leading to the entry of this lease agreement and the execution thereof are true and accurate at the date hereof;
- 5.7 The execution of this lease agreement and the conditions herein will not contravene any provision under any existing agreement which the lessor are party to, except if it interferes with the progress of the lease; and
- 5.8 The lessor indemnifies and shall keep the lessee indemnified from and against all actions, claims, demands, suits, losses, damages, costs, expenses (including all legal

and other professional charges) and any other liabilities whatsoever which may be incurred, suffered or sustained by the lessee as the result of breach of any terms contained herein, should any of the above representations or warranties prove to be, or have been, incorrect.

## **6.0. THE LESSEE'S WARRANTIES AND REPRESENTATION**

The lessee warrants and represents to the lessor that;

- 6.1.** That the lessee will assume responsibility for all obligations and liabilities arising, in and under the premise including, without limitation, all obligations, liabilities and costs in connection with its operations in the premise and as set out in the Master Agreement.
- 6.2.** To take good care of the premises and surroundings, comply with all laws, and government regulations applicable to the Premise, indemnify and save harmless the Lessor from and against any and all liability arising from injury during the said Term to a person or property, occasioned wholly or in part any act of omission of the Lessee, its servants, agents or guest and at the end of the Term or sooner termination of the Term to quit and surrender the Property without the obligation to restore the Property to its original condition at the beginning of the Term or remove any building(s) or structures that it may have erected;
- 6.3.** To use the Premise in a lawful and orderly manner and nothing shall be done or omitted or permitted contrary to any law or regulations for the time being in force relating to the use of the premises of a like nature and not to do or permit or suffer to be done anything whereby any rules or regulations of the local authority for the time being in force applicable to the Premise may be contravened and/or its consent to the use and occupation of the Premise for the purpose aforesaid may be withdrawn and in the event of the Lessor being made liable for any breach thereon attributable to any act or default of the Lessee, the Lessee shall indemnify the Lessor against all and every fine penalty damage and costs incurred or paid or suffered by the Lessor in consequence of such breach;
- 6.4.** To comply forthwith in all respects with the provisions of every enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted

and every instrument regulation and by-law and every notice order or direction and every license consent or permission made or given thereunder) so far as the same shall effect the Property and to indemnify the Lessor in respect of all such matters as aforesaid;

6.5. Not to permit or suffer to be done in or upon the Premise or any part thereof anything which would or might be or become or cause a nuisance annoyance inconvenience or disturbance to any person whatsoever and pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying such nuisance;

#### 7.0. **CONDITIONS PRECEDENT**

7.1. That at the signing of this Deed or prior to the Commencement Date the lessee shall submit to the lessor all Structural and Architectural drawings relating to the premise and any other forms and documents relevant, necessary or appropriate for design, building and operating the premise and for general purposes of commencement of this lease if any.

7.2. That the Parties herein acknowledge and confirm that unless it is agreed otherwise by the Parties in writing, the Conditions Precedents hereinabove are satisfied, completed and/or implemented within thirty (30) days from the date of signing this lease agreement, this agreement shall without further assurance, terminate automatically.

7.3. That in event of termination of the agreement hereinabove no any party shall have claim of any nature whatsoever against each other regarding the lease agreement.

#### 8.0. **DISPUTES SETTLEMENT**

If any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction of this Lease or concerning anything herein contained or arising out of this Lease or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be referred to the arbitration within a period of thirty (30) days of one arbitrator to be jointly approved by the parties in accordance with and subject to the provisions of the Arbitration Act Cap. 15 of the Laws of Tanzania.

#### 9.0. **GOVERNING LAW**

This Lease agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania

**10.0. RIGHT TO REPAIR**

The Lessee shall have the right to construct, install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Leased premises and serving other parts thereof

**11.0. INTEGRATION**

This Agreement contains and constitutes the final expression of the intent of the parties hereto and is the complete and exclusive statement of the terms and conditions agreed upon by the parties hereto. No modifications or amendment of this Agreement will be valid unless stated in writing and executed by the parties hereto, and no parole or intrinsic evidence shall be admissible to explain or contradict the terms hereof.

**12.0. NOTICE**

All notices, requests, consents, demands, waivers or other communications shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail or prepaid cable, telex, or telefax to the addresses set forth below:

**THE LESSOR**

Name: MSHINDO HAMZA MSOLLA  
Company Name: Marinetech International Limited  
Telephone: +255716349630  
Email: msolla@marinetech-international.co.tz  
Designation: Director

**THE LESSEE**

Name: NUPUR PATEL  
Company Name: TCRC INSPECTIONS (TZ) LIMITED  
Telephone: \_\_\_\_\_  
Email: nupurpatel1979@gmail.com  
Designation: Director

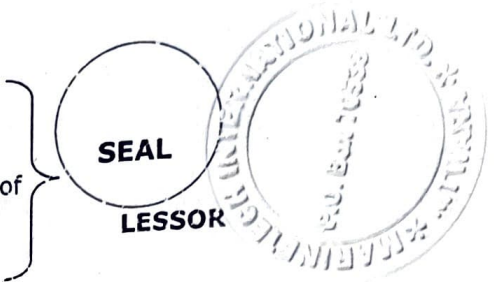
**10. MISCELLANEOUS PROVISIONS**

10.1. This Agreement shall be governed by and construed in accordance with Tanzanian Laws.

10.2. That unless amended and/or varied herein, all the terms and conditions and the benefits and/or liabilities in respect of the Facilities and matters incidental thereto as set out in the Master Agreement shall apply and have contractual force to the lessee being the legal beneficiary therein as leased in this agreement.

IN WITNESS WHEREOF the parties have hereunder put their hands and signed the date and year first above stated.

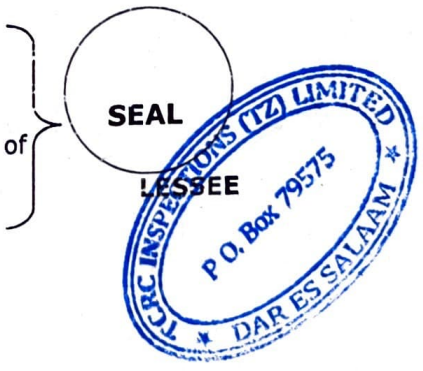
SEALED with the COMMON SEAL of the said MARINETECH INTERNATIONAL LIMITED and DELIVERED at Dar Es Salaam in the presence of us this \_\_\_\_\_ of \_\_\_\_\_, 2024.



Full Name WISHTINDO WSOLLA  
Signature [Signature]  
Postal Address 79358  
Designation DIRECTOR

Full Name TEDDY MUMISHI  
Signature [Signature]  
Postal Address 79358  
Designation SECRETARY

SEALED with the COMMON SEAL of the said TCRC INSPECTIONS (TZ) LIMITED and DELIVERED at Dar Es Salaam in the presence of us this \_\_\_\_\_ of \_\_\_\_\_, 2024



Full Name KAHCHAN JAHARE  
Signature [Signature]  
Postal Address 9715  
Designation DIRECTOR

Full Name NORON PATEL

Signature NP

Postal Address \_\_\_\_\_

Designation DIRECTOR