

THE LAND REGISTRATION ACT (CAP.334 R.E 2002)

Agreement of Lease

Made and entered into

Between

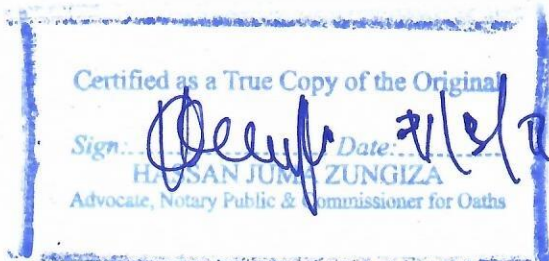
CAMEL OIL TANZANIA LIMITED (Registration No.43044  
(Hereinafter called "the LESSEE") of the first part

and

AFRICA ENERGY LIMITED (Registration No. 47268  
(Hereinafter called "The LESSOR") of the second part

The LESSOR hereby lets to the LESSEE who hereby hires the PREMISES known as  
petrol stations

DRAWN BY:  
HASSAN JUMA ZUNGIZA -  
Legal Counsel of Camel Oil Tanzania Ltd.  
MOB: + 255 711 835073  
P.O. BOX 79737  
DAR ES-SALAAM



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**LEASE AGREEMENT**

This lease agreement is made this 16 day of June 2020

**BETWEEN**

**CAMEL OIL (T) LIMITED** a company incorporated under the laws of the United Republic of Tanzania, of postal address number 22786 Dar- Es -Salaam with company registration No.43041 (Herein after referred to as the "Lessor" include assignees and successors of one part)

**AND**

**AFRICA ENERGY LIMITED** a company incorporated under the laws of the United Republic of Tanzania of postal address number 22786 Dar- Es -Salaam with company registration No.47260 (Herein after referred to as the "Lessee" include assignees and successors of other part).

Certified True Copy of the Original  
Sign: [Signature] Date: 11/8/21  
**HASSAN JUMA LUNGIZA**  
Advocate, Notary Public & Commissioner for Oaths

**GENERAL CONDITIONS OF LEASE**

**1. LEASE**

The LESSOR hereby lets to the LESSEE and the LESSEE hereby hires from the LESSOR the following PREMISES as described hereunder:

- 1.1.1 Plot No.2083, Block D, Chamazi Area, Terneke Municipality, Dar-Es-Salaam Region.
- 1.1.2 Plot No 72, Block B, Vikindu Area, Temoke Municipality, Dar-Es-Salaam Region
- 1.1.3 Plot No.9 Block No.14, Kibada Area, Kigambeni Municipality, Dar-Es-Salaam Region.
- 1.1.4 Plot No.2044 & 2045 k Block No.3, Kurasini Area, Terneke Municipality, Dar-Es-Salaam Region
- 1.1.5 Plot No.167/1 & 167/1 & 170 Block A, Makangarawe Area, Temoke Municipality, Dar-Es-Salaam Region
- 1.1.6 Plot No.6, Block L, Mbezi Beach Area, Kinondoni Municipality, Dar -Es-Salaam Region.
- 1.1.7 Plot No.176, Block G, Temoke Municipality Dar-Es- Salaam Region

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- 1.1.8 Plot No.1082, Block H, Tegeta Area, Kinondoni Municipality, Dar-Es-Salaam Region.
- 1.1.9 Plot No.1, Block EE, Mbagala Area, Temeke Municipality, Dar-Es-Salaam Region.
- 1.1.10 Plot No.1 Block A, Kiborloni Area, Moshi Township
- 1.1.11 A land with Title No.28015 Block D, Msamvu Area, Morogoro Region.
- 1.1.12 Plot No.672, Mikocheni Area, Kinondoni Municipality, Dar-Es-Salaam Region
- 1.1.13 Plot No.39, Kibwabwa Area, Iringa Region.
- 1.1.14 Plot No.1108, Block E, Namanga Area, Dar-Es-Salaam Region
- 1.1.15 Plot No.477, Ikwiriri Area, Rufiji District.
- 1.1.16 Plot No.12, Block P, Gairo Township.
- 1.1.17 Plot No.4, Block U, Kahama District, Shinyanga Region.
- 1.1.18 Plot No.142, Uganda Road Area, Bukoba Region.
- 1.1.19 Plot No.138 & 139, Block D, Nyegezi Area, Mwanza Region.
- 1.1.20 Plot No.200, Tanu Road Area, Mtwara Region.
- 1.1.21 Plot No.47 & 53, Block C, Ngarenaro Area, Arusha Region.
- 1.1.22 Plot No.699700, Nyakato Area, Mwanza Region
- 1.1.23 Farm No.1512, Title No. 17891, Ngaramtoni Area, Arusha Region.
- 1.1.24 Plot No.1920, Block K, Mbwanga Area, Dodoma Region
- 1.1.25 Plot No.44 & 45, Sokota Area, Temeke Municipality, Dar -Es- Salaam Region.
- 1.1.26 A Land with Title No.18150, Mikumi Area, Morogoro Region.
- 1.1.27 Plot No.15c, Block CC, Mabatini Area, Mwanza Region.

2. **PERIOD OF LEASE**

This lease shall, notwithstanding the actual date on which it is signed by the parties, commence on the Commencement Date of which the lessee takes possession of the premises and shall be effective for a period of twenty (20) years.

3. **RENEWAL**

Provided that the LESSEE shall have duly observed all the terms and conditions of this Lease, the LESSEE shall have the right to renew this Lease for the renewal period described in section 4 of the agreement, subject to the terms and conditions herein set forth save for the rent applicable thereto and save that the LESSEE shall have no further right of renewal, provided

- 3.1 The LESSEE having given the LESSOR at least three (3) months written notice prior to the expiry of this Lease, of its wish to exercise the option to renew this Lease and such notice shall include the period of the renewal;
- 3.2 The rent payable by the LESSEE to the LESSOR in respect of the PREMISES during the renewal period prior to the start of the new rent and shall be agreed upon between the parties in writing, and if not so agreed within (30) thirty days after the date of the notice given by the LESSEE.

**4. OCCUPATION OF THE PREMISES**

- 4.1 The LESSEE shall be entitled, for the occupation of the premise from the date of signature of the lease.

**5. USE OF THE PREMISES**

- 5.1 The PREMISES shall be used as a petrol filling and service station.

6. The BUILDING additions in respect of the PREMISES shall become the property of the LESSOR.

**7. RENTAL FEES PAYABLE**

- 7.1 The rental payable in terms of this Lease shall be as follows:
- 7.1.1 For Plot No.2083 , Block D , Chamazi Area, Temeke Municipality, Dar-Es-Salaam Region, the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive)
- 7.1.2 For Plot No.72, Block B, Vikindu Area, Temeke Municipality, Dar-Es-Salaam Region the rent is TZS.4, 500,000/= (Tanzanian Shillings Four Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.3 For Plot No.9 Block No.14, Kibada Area, Kigamboni Municipality, Dar-Es-Salaam Region the rent is TZS.4,000,000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.4 For Plot No.2044 & 2045 k Block No.3 , Kurasini Area , Temeke Municipality, Dar-Es-Salaam Region, the rent is TZS 3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.5 For Plot No.167/1 & 167/1 & 170 , Block A , Makangarawe Area , Temeke Municipality, Dar-Es-Salaam Region , the rent is TZS.4,500,000/= (Tanzanian Shillings Four Million Five Hundred Thousands Only) per month (VAT Exclusive).

- 7.1.6 For Plot No.6 , Block L , Mbezi Beach Area , Kinondoni Municipality, Dar Es Salaam Region the rent is TZS.4,000,000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.7 For Plot No.176 , Block G , Temeke Municipality, Dar -Es- Salaam Region the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.8 For Plot No.1082 , Block H , Tegeta Area, Kinondoni Municipality, Dar Es Salaam Region the rent is TZS.4,000,000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.9 For Plot No.1 , Block EE Mbagala Area , Temeke Municipality Dar Es Salaam Region the rent is TZS 3,500 000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.10 For Plot No.672 , Mikocheni Area , Kinondoni Municipality,Dar -Es- Salaam Region the rent is TZS.4,000,000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.11 For Plot No.39, Kibwabwa Area, Iringa Region, the rent is TZS.3,500.000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.12 For Plot No.1108 ,Block E , Namanga Area , Dar Es Salaam Region , the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.13 For Plot No.477, Ikwiriri Area, Rufiji District, the rent is TZS 4,000,000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.14 For Plot No.12, Block P, Gairo Township, the rent is TZS 4,000.000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.15 For Plot No.4, Block U, Kahama District, Shinyanga Region, the rent is TZS.4,000,000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.16 For Plot No.142, Uganda Road Area, Bukoba Region, the rent is TZS.4.000,000/= (Tanzanian Shillings Four Million Only) per month (VAT Exclusive).
- 7.1.17 For Plot No 138 & 139 , Block D, Nyegezi Area , Mwanza Region, the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.18 For Plot No.200, Tanu Road Area, Mtwara Region, the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.19 For Plot No.47 & 53 , Block C Ngarenaro Area , Arusha Region , the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.20 For Plot No.15c, Block CC, Mabatini Area, Mwanza Region, the rent is TZS.4,500,000/= (Tanzanian Shillings Four Million Five Hundred Thousands Only) per month (VAT Exclusive).

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- 7.1.21 For a Land with Title No.28015 , Block A , Msamvu Area, Morogoro Region, the rent is TZS.4,500,000/= (Tanzanian Shillings Four Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.22 For Plot No.1/2 , Block A , Kiborloni Area, Moshi Township, the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.23 For Plot No.699700, Nyakato Area, Mwanza Region, the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.24 For a Farm No.1512, Title No.17891 , Ngaramtoni Area, Arusha Region , the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.25 For Plot No.1920, Block K , Mbwanga Area, Dodoma Region, the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive).
- 7.1.26 For Plot No.44 & 45, Sokota Area, Temeke Municipality ,Dar Es Salaam Region , the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred.Thousands Only) per month.(VAT Exclusive).
- 7.1.27 For a Land with Title No.18150, Mikumi Area, Morogoro Region, the rent is TZS.3,500,000/= (Tanzanian Shillings Three Million Five Hundred Thousands Only) per month (VAT Exclusive)
- 7.2 The amount shall payable on every month and must be affected into the LESSOR's bank account.

## 8. OBLIGATION and RIGHTS OF THE LESSEE

8.1 The LESSEE shall: -

- 8.1.1 Pay the rent in the manner prescribed and observed and perform the covenants, conditions, and stipulation herein contained.
- 8.1.2 At its sole expense, comply with all state and local laws, codes, ordinances, statutes, rules, regulations and other legal requirements (including covenants and restrictions) applicable to the property (collectively laws) and agrees to cause the property to comply with all laws, including such compliance necessitated by any lessee activity and / or any use of the property by the lessee or any lessee entity.
- 8.1.3 Not to keep or permit to be kept on the property any materials the keeping of which may contravene any statutes or local regulations or by Laws. Be entitled to make any alteration or additions to the property for the purpose of operating the business.

- 8.1.4 Not to assign or part with possession of the premise without the consent of the lessor.
- 8.1.5 Pay the statutory payment in respect of the staffs working at the station.
- 8.1.6 Pay for water charges, electricity, security and other costs pertaining to the premise.
- 8.1.7 To us the property for intended use only.

9. **OBLIGATIONS and RIGHTS OF THE LESSOR**

- 9.1 To lease the lessee free from any encumbrances on the property for a period stated herein.
  - 9.1.1 At all times during the continuance of the lease permit the lessee to make such alterations and additions to any of the building or other structure erected on the demised premises as the lessee shall deem necessary for the proper use of the premise.
  - 9.1.2 Inspect the lessee alterations and / or any lessee improvements
  - 9.1.3 Exercise any right or remedy

10. **BREACH/ TERMINATION**

- 10.1 Should the LESSEE –
  - 10.1.1 fail to pay any amount owing by the LESSEE in terms of this agreement on due date thereof and fail to remedy that breach within 14 (fourteen) days of receipt of written notice from the LESSOR calling on the LESSEE to rectify the breach;
  - 10.1.2 commit any other breach of any terms of this Lease and fail to remedy that breach within a period of 14 (fourteen) days after receipt of written notice from the LESSOR calling on it to do so (provided that should that breach be one which cannot reasonably be remedied within 14 (fourteen) days, then the LESSEE shall be allowed such additional time as is reasonably required therefore); or

then in any of such events, the LESSOR shall be entitled but not obliged, notwithstanding any previous waiver or anything to the contrary herein contained and without notice, to cancel this agreement and to resume possession of the PREMISES, without prejudice to its claim for arrear rent and other amounts owing hereunder or for damages which it may have suffered by reason of the LESSEE's breach of contract or of the said cancellation.

10.2 Should the LESSOR –

10.2.1 commit any other breach of any terms of the Lease and fail to remedy that breach within a period of 14 (fourteen) days after receipt of written notice from the LESSEE calling on it to do so (provided that should that breach be one which cannot reasonably be remedied within 14 (fourteen) days, then the LESSOR shall be allowed such additional time as is reasonably required therefore) the LESSEE shall be entitled but not obliged, to forthwith and without notice to cancel this Lease without prejudice to its claim for damages which it may have suffered by reason of the LESSOR's breach of contract or of the said cancellation.

10.3 The LESSEE may terminate this lease by giving 1 (One) month prior notice to the LESSOR at its discretion.

11. **CESSION AND DELEGATION**

The parties shall not be entitled to cede or delegate any of its rights or obligations in terms of this agreement without prior written consent of the other party. Such consent shall not be unreasonably withheld.

12. **VALUE ADDED TAX OR ANY OTHER TAXES**

Any liability for the payment of Value Added Tax imposed by the Value Added Tax Act Cap 148 [R.E. 2006] or Stamp Duty in accordance to the Stamp Duty Act, CAP 189 R.E. 2006 or any other tax which may be imposed by any authority pursuant to this Agreement, which is not specifically dealt with elsewhere in this Agreement, shall be borne by the LESSEE. Should the rate at which VAT is leviable alter during the subsistence of this Lease or any renewal thereof, such alteration shall be applied to the basic rental, operating cost and any other relevant charge.

13. **ENTIRE CONTRACT**

This agreement incorporate the entire and complete agreement between the parties and no agreement differing from the terms and conditions of this agreement shall be of any force or effect unless it is in writing and signed by the parties of this agreement.

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14. **SEVERABILITY**

Each clause, sub-clause, paragraph and sub-paragraph of this Lease are severable from each other.

In the event of one or more clauses, sub-clauses, paragraphs and/or sub-paragraphs of this lease being found to be unlawful or in any other way being void or voidable and unenforceable, this shall not in any way effect the remainder of the lease and in particular the validity and enforceability of the remainder of the lease.

15. **NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement will be deemed to neither constitute a partnership between the parties nor constitute either party as the agent of the other party for any purpose.

16. **DISPUTE RESOLUTION**

16.1 If any dispute arises between the Parties under or in connection with this Agreement and it cannot be resolved by good faith negotiations between the Parties' immediate contract representatives, it shall be escalated to senior management level within ten Business Days of a written request from either of the Parties.

16.2 If the dispute is not resolved within 20 Business Days from the date of escalation to senior management level, then the Parties shall be under no further obligation to follow the Dispute Resolution Procedure and may refer the dispute any court of competent jurisdiction.

16.3 Nothing in this Dispute Resolution Procedure shall prevent either party from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling any other party to do any act, or shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy which may otherwise be lost due to statute time barring as a consequence of the time expended in following this Dispute Resolution Procedure.

16.4 During the Dispute Resolution Procedure, the Parties shall continue to perform their respective obligations under, and in accordance with, this Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed these presents in the manner and on the day and year hereinafter appearing.

Signed by the LESSOR at DAR -ES- SALAAM this 16 day of June 2020

SEALED with the COMMON SEAL of the said  
**CAMEL OIL TANZANIA LIMITED**  
and DELIVERED in the presence of us this  
16 day of June 2020



1. Name: EDHA ABDALLAH MUNIF

Postal Address: P.O. Box 22786

DAR ES SALAAM

Designation: MANAGING DIRECTOR

Signature:

2. Name: SAID JUMA AL-AREMY

Postal Address: P.O. Box 22786

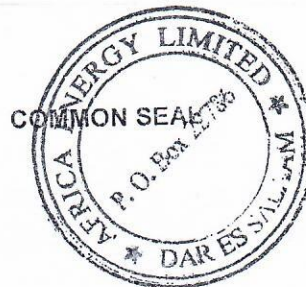
DAR ES SALAAM

Designation: COMPANY SECRETARY

Signature:

Signed by the LESSEE at DAR -ES- SALAAM this 16 day of June 2020

SEALED with the COMMON SEAL of the said  
**AFRICA ENERGY LIMITED**  
and DELIVERED in the presence of us this  
16 day of June 2020



1. Name: EDHA ABDALLAH MUNIF

Postal address: P.O. Box 22786

DAR ES SALAAM

Designation: MANAGING DIRECTOR

Signature:

2. Name: SAID JUMA AL-AREMY

Postal Address: P.O. Box 22786

DAR ES SALAAM

Designation: COMPANY SECRETARY

Signature:

