

LEASE AGREEMENT

Between

ROMAN ATTILIO MWANGA

And

AFROIL TRANSPORT LIMITED

In respect of lease of
Land Located on
Plot No. 79 Amani Road Mji Mwema Kigamboni , Dar es Salaam

BETWEEN

Roman Attilio Mwanga, for the purposes hereof of Post Office Box Number 32571, DSM, Tanzania (hereinafter called the "**Lessor**" " which expression shall where the context so requires includes her heirs, personal representatives and permitted assigns) of one part.

AND

Afroil Transport Limited for the purposes hereof of DSM, Tanzania (hereinafter called the "**Lessee**" which expression shall, where the context so requires, includes his heirs, personal representatives and permitted assigns) of the other part.

PREAMBLE

(A) **WHEREAS** the Lessor is the registered beneficial owner of the Plot No. 79 Amani Road Mji Mwema Kigamboni , Dar es Salaam (the "**Demised Premises**").

(B) **AND WHEREAS** The Lessor is desirous of letting the Demised Premises and the Lessee is desirous of leasing the Demised Premises from the Lessor for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

Now This Agreement Witnessed as follows:

1. Lease

In pursuance of this Agreement and in consideration of the rent hereby and the Lessee's covenants hereinafter mentioned, the Lessor hereby demises unto the Lessee his Demised Premises, together with all the developments, appurtenances, fixtures and fittings, for a period of **FIVE YEARS** renewable commencing on the 09th JUNE 2022 to 09 JUNE 2027

2. Lease Renewal

The lessee shall have the option to renewal for a further term upon discretion of the Lessor on each anniversary of the commencement of the initial term

subject to providing not less than three (3) months prior written notice to the Lessor.

3. Payment of the Rent

- 3.1 The rent herein shall be Tanzania Shilling **80,000 per month** inclusive of service charge. The 12 months' rent will be paid in advance, which is equivalent to **TZS 960,000.00** (Nine Hundred Sixty Thousand TZS only). The payments will be done by cash only.
- 3.2 Where there is breach of terms of conditions of this Agreement, either party may terminate the Lease upon thirty (30) days prior written notice to the other party.

4. Rent Review

The rent shall remain fixed for initial one year lease term after which the rent shall be reviewed annually.

5. Payment of Taxes

The Lessee shall be responsible for payment of Stamp Duty and other registration costs and shall provide the necessary proof of payment of such taxes from the Tanzania Revenue Authority within one month of making the rental payment to the Lessor.

6. Force Majure

- Neither the Lessor nor Lessee shall be deemed to be in breach of an obligation under the contract in so far as it is able to establish that fulfillment of the obligation has been prevented due to force majeure. In such a case each party shall bare its own costs resulted from that force majeure. Provided that, the party invoking force majeure, notify the other party as soon as possible.
- If the force majeure event lasts for sixty days or more without interruption or it is presumed that it will last for that long each party shall be entitled to terminate the contract by giving written notice to the other party.

7. **Notices**

Any and all written notices given by the parties in connection with this contract must be marked with the name of the Lessor or Lessee.

8. **Change in Landlord**

The Lessee shall not be affected by anyway by sale or any change of ownership of the premises.

9. **Lessor's Warranties and Representations**

The Lessor warrants and represent to the Lessee that he is a legal owner in possession of the premises herein demised and that he is legally capable and duly authorized to enter into this Agreement and perform all the obligations set out herein.

10. **Lessees' Rights and Obligations**

The Lessee hereby covenants with the Lessor as follows:-

- To pay the Rent in the manner aforementioned.
- To pay all rates and charges for water, telephone, and electric light power consumed and/or utilised together with other necessary charges applicable at the Demised Premises during the Term of the Lease.
- To keep and maintain the interior and exterior of the Demised Premises in good tenantable repair and condition, fair wear and tear damage by earthquake, lighting, flood, fire not resulting from negligence, civil commotion, riot or act of God are accepted.
- Not to use or permit to be used the Demised Premises in a way, which would create nuisance or annoyance to the public or neighbors.
- To report to the Lessor within reasonable period of any damage caused to the Demised Premises during the Term with adequate explanation as to circumstances and causes of such damage. The Lessees shall cover any expenses resulting from such damage in the Demised Premises.
- To observe all terms and conditions whether expressed or necessarily implied in this Lease and should the Lessees fail to pay the said rent

the Lessor shall be at liberty to take all such measures that will ensure due performance of the Lessees' obligations under this Lease.

- Not use the Demised Premises, or permit it to be used, in a way that causes a nuisance or substantial annoyance or any danger to the public, neighbors or other lessee to other occupiers or occupier or user of another unit.
- Not to permit to be made such a noise within the Demised Premises in the circumstances likely to cause substantial annoyance to the owner, occupier or user of another Unit.
- To permit the Lessor and or his agents with or without workmen at all reasonable times during day time by prior notice to enter upon the Demised Premises for the purposes of viewing and executing any repair necessary under the covenants herein contained.
- On the expiration or sooner after termination of the term hereby granted, the Lessee shall restore, if requested, the premises to the condition similar to that at the commencement date, subject to normal wear and tear.
- The lessee shall not use the demised premises for any illegal business.

11. Lessor's Rights and Obligations

The Lessor hereby covenants with the Lessee as follows:

- That the Lessee paying the Rent and service charges herein reserved and observing and performing the covenants on the part of the Lessees herein contained shall and may subject to the provisions of this Lease peaceably and quietly hold and enjoy the Demised Premises for the Term hereby granted without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.
- That the demised premise is not involved in any ongoing legal dispute that may affect this Agreement.
- Subject to the Lessee's performance of all the covenants herein above specified, not to interfere or allow other person 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.

- During the subsistence of this Agreement not to sell, assign, mortgage transfer, lease, sublet or otherwise dispose and deal with the Demised Premises in the manner prejudicial to the Lessee's rights contained under this Agreement.
- During the subsistence of the lease, the Lessor will be responsible for payment of Property Tax, Land Rent or any other Tax/Levy related to the Demised Premises levied by the City Council or Government of Tanzania.

12. General Terms and Conditions

- All stamp duties and registration fees (if any) in connection with the preparation and completion of this Lease and three counterparts thereof shall be paid by the Lessee.
- Should the Lessee desire to vacate the Demised Premises during the continuation of the Lease, the Lessee shall give three months written notice signifying such intention and likewise, before the end of the term of this lease, if the Lessor does not desire to extend this lease, he shall give three months written notice signifying his desire not to do so;
- If the Lessee shall be desirous of taking a lease of the Demised Premises for any further term upon the expiration of the term hereby granted he shall be obliged to give the Lessor a three months' notice of such desire prior to the expiration of the term hereby granted;
- That either party shall be at liberty to terminate this lease by giving the other a three (3) months' notice of his desire to do so and the lease shall terminate on the expiration of the notice so given.
- Any notice under this Agreement shall be in writing and notice to the Lessee shall be sufficiently served if left addressed to him at the demised premises, if sent by registered post addressed stated herein to him at his usual place of business, and any notice to the Lessor shall be sufficiently served if sent to him by registered post addressed stated herein to him at his usual place of business and so that any notice so

posted shall be deemed to have been served within five (5) days following the date of posting.

- In the event of the Lessee wishing to obtain a further lease of the Demised Premises (or any part thereof) the lessee shall give written notice to the Lessor of its intention of not less than two (2) months prior to the expiry of the Term hereby created. The Lessor shall at or before the expiry of the said Term at the request of the Lessees grant to the Lessee a lease of the Demised Premises for a further term as per terms and conditions as shall be agreed between the Lessor and the Lessees.

13. Dispute Resolution

Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or termination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be settled by accord of the parties. In the absence of this agreement, the Lessor and the Lessees shall each appoint an arbitrator in accordance with the Arbitration Act, Cap 15 of the Laws of Tanzania. The parties shall be bound by the decision of the Arbitrators.

14. Execution Copies

This Agreement shall be executed in duplicate; one shall be retained by the Lessee and the second by the Lessor.

15. Governing Laws

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

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and the year first hereinbefore written

THE LESSOR

SIGNED and DELIVERED by ROMAN. A. MWANGI who is known to me personally or identified to me by HILWAT MBARAK The latter being known to me personally in my presence this 01 of JUNE, 2022

} _____
[Handwritten signature]

Before me:-

[Handwritten signature]



COMMISSIONER FOR OATHS

THE LESSEE

SIGNED and DELIVERED for and on behalf of the said Afroil Transport Limited Limited of This 00 day of 2022

} _____
[Handwritten signature]

Name: HELMU AHMED MBARAK

Signature: _____
[Handwritten signature]

P.O.Box 38383

Qualification DIRECTOR

Before me:-

[Handwritten signature]



COMMISSIONER FOR OATHS