

RENTAL SPACE LEASE AGREEMENT

BETWEEN



TEMBO ENERGIES LIMITED

AND

MOUNT MERU PETROLEUM LIMITED

RENTAL SPACE LEASE AGREEMENT

This **RENTAL SPACE LEASE AGREEMENT** is made on ___ day of **AUG 2023**

Between

Mount Meru Petroleum Limited having their registered office located at 7th Floor GMC Heights Building, Kamata, Dar es Salaam with the **P.O. Box; 78845, Dar Es Salaam** called as "**LANDLORD/ LESSOR**") of the one part.

And



TEMBO ENERGIES LIMITED having their registered office located at the **5th Floor, NIC INVESTMENT HOUSE, Samora Avenue, Dar Es Salaam** with the **P.O. BOX 21456, of Dar es salaam** (Hereinafter called as "**TENANT/ Lessee**") of the other part

WHERE AS the Lessor has agreed to let the demised premises referred herein below to the Lessee and the Lessee has agreed to lease the premise on the terms and conditions hereinafter contained.

1) THE PREMISES

- a) Lessor is the owner of the property located at Plot number 58/2 along Mandela Road in Dar es Salaam, Tanzania comprising of a space or section measuring approximately 250 square meters hereinafter referred to as "the Area/ demised premises").

b) The LANDLORD is desirous of renting the said section, which has been identified in the sketch herein attached and marked as 'Sketch 1'.



2) LEASE TENURE

- a) The term of the rental space lease shall be for a specific period of 5 years from the day of, 2023 to the Day of, 202.....
- b) It is hereby agreed by both parties that the above stated lease tenure shall come to an end automatically upon lapse of time or as otherwise provided for under this agreement.
- c) The lease tenure may be extended on the same or different terms if the tenant sends a written notice of request to the landlord at least thirty days before expiry of the initial term, the landlord shall then have the option to either approve or deny such request.

3) RENT PAYABLE

- a) The monthly rent will be USD \$1,200 (UNITED STATES DOLLARS ONE THOUSAND TWO HUNDRED ONLY) (Approx. 250 SQM) payable in advance of 3 months with yearly 10% incremental W.E.F. 1st January 2024.

b) The TENANT agrees to pay a nominal rental of TZS 1M (TZS 1,000,000) + VAT per month (from 1st September 2023 up to December 2023 totaling to TZS 4,000,000 (TZ Shillings Four Million Only) which is going to be the "Preparatory Period" and is due upon signing.



- 4) THE TENANT HEREBY COVENANTS with the LANDLORD.
- a) To pay all the rent charges & electricity bills if any, in respect of the rented **AREA** during the whole period of tenancy.
 - b) Not to assign, charge or sublet any part of the rented **AREA** assigned in the premises or any part without the consent in writing of the LANDLORD.
 - c) During the rented period the TENANT shall use the AREA for the intended purpose of commercial business only (CNG MOTHER STATION) and not for any other purpose whatsoever.
 - d) The TENANT shall at all times during the term of this agreement keep the AREA in good condition and order.
 - e) The TENANT shall repair all defects occasioned by the TENANT himself and handover the demised premises in good tenable condition, at the expiration of the tenancy period or upon termination.
 - f) Upon the expiration of the Lease period, in case if the TENANT is not interested in renewal of the lease agreement, the

TENANT shall peacefully return the possession of the AREA to the LANDLORD and hand over the keys personally to the LANDLORD or his agent.

g) To permit the Lessor or his agents upon a forty-eight (48) hours prior notice to enter at all reasonable time for the purpose of viewing the condition of premises.

h) Deliver to the Lessor vacant possession of the premises in the same condition they were before with the provision for the natural wear and tear allowance upon lapse of this lease.



5) THE LANDLORD HEREBY COVENANTS with the TENANT:

a) To pay any assessments which will be imposed against the ownership of demised premises. These shall include land rents, property Taxes and other non-commercial statutory taxes.

b) Allow peaceful enjoyment of the tenancy to the TENANT having paid the rent hereby reserved and performing and observing all the covenants herein contained, without any unnecessary interruption by the LANDLORD or his agents.

c) To provide the tenant with their own supply of electricity so as to allow them pay their own bills as and when it's necessary based on their usage.

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- d) Grant the tenants access to use Water & washroom within the premises of the Landlord as and when it's required for their staff or their customers.
- e) The Landlord will avail the Area W.E.F from 1st September 2023 (Preparatory Period) to allow TENANT to prepare the space required for the machinery, etc as well as obtain necessary regulatory approvals for the station.

6) NOTICE

A notice served under this Agreement:

- a) Shall be in writing in the English language;
- b) Shall be signed by or on behalf of the party giving it;
- c) Shall be sent to the other party at their registered offices on dispatch or otherwise through registered mail.

7) DISPUTE SETTLEMENT

- a) In the event of a difference or a dispute arising from the agreement, its validity, its interpretation or its performance (hereinafter a "Dispute"), either party may notify the other party of the matter of dispute and ask for an amicable settlement.
- b) An attempt to reach a settlement shall be deemed to have failed if the parties have not settled their Dispute within



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a period of thirty (30) days from the notice of either party availing itself of this provision.

c) Should the parties fail to settle the dispute, then each party may notify the other party of its intention to resort to a court of competent Jurisdiction for settlement.



8) TERMINATION

- a) The Lessee/ lessor to this Lease Agreement may terminate this Agreement upon giving a six months written Notice to the Lessor/ lessee expressing his / her intention to terminate the agreement.
- b) However due to the capital-intensive investment for CNG Mother station moving it and setting up in a new place incurs lot of cost for TENANT. If the landlord wishes to terminate the lease it should be only after an initial period of **24 months** with a minimum notice period of six months.
- c) If for any unforeseen circumstances (Force Majure) including any regulatory notices beyond TENANTS control, the TENANT is unable to obtain permission to operate from the said AREA the tenant is entitled to inform the property owner and terminate this agreement with minimum 30 days' notice.
- d) The lessee's non-fulfillment of the terms stipulated in clause 3 of this agreement shall automatically deny him/ her the right use the premises at any time whatsoever. If upon

issuance of a 14 days' notice by the Lessor the rents will remain unpaid, the lessor shall have the right terminate the contract immediately.

9) **GENERAL COVENANTS**

a) If for any unforeseen circumstances (Force Majure) including any regulatory notices beyond TENANTS control, the TENANT is unable to obtain permission to operate from the said AREA the tenant is entitled to inform the landlord and terminate this agreement with minimum 30-days' notice.

b) All the equipment installed with the Rental AREA belongs to TEMBO ENERGIES LTD & during the exit process the TENANT will moveout with all their installed list of equipment's.

AUTHORISED SIGNATORY ON BEHALF OF **TEMBO ENERGIES LIMITED**

WITNESS

NAME : MUHAMMAD-RIDHA RASHID

SIGNATURE : *M Rashid*

POSTAL ADDRESS : P.O. BOX 21456, DAR ES SALAAM

QUALIFICATION : DIRECTOR




MR *h*

AUTHORISED SIGNATORY ON BEHALF OF MOUNT MERU PETROLEUM LIMITED

WITNESS

NAME : Mallani Chandran

SIGNATURE : 

POSTAL ADDRESS : P.O. Box 78845, DAR ES SALAAM

QUALIFICATION : MANAGER

TIN: 165-465-733

S/D: 120,000

WHT: 400,000 [months]

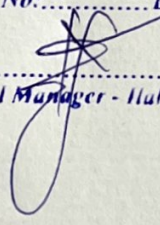
TOTAL: 520,000

STAMP DUTY

23/08/2023

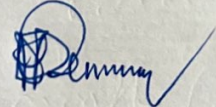
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Regional Manager - Ilala Tax Region

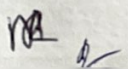


BEFORE ME:

NAME: ELIZABETH DOMINICK NYABIGE
ADDRESS: P.O. Box 55755 DAR ES SALAAM

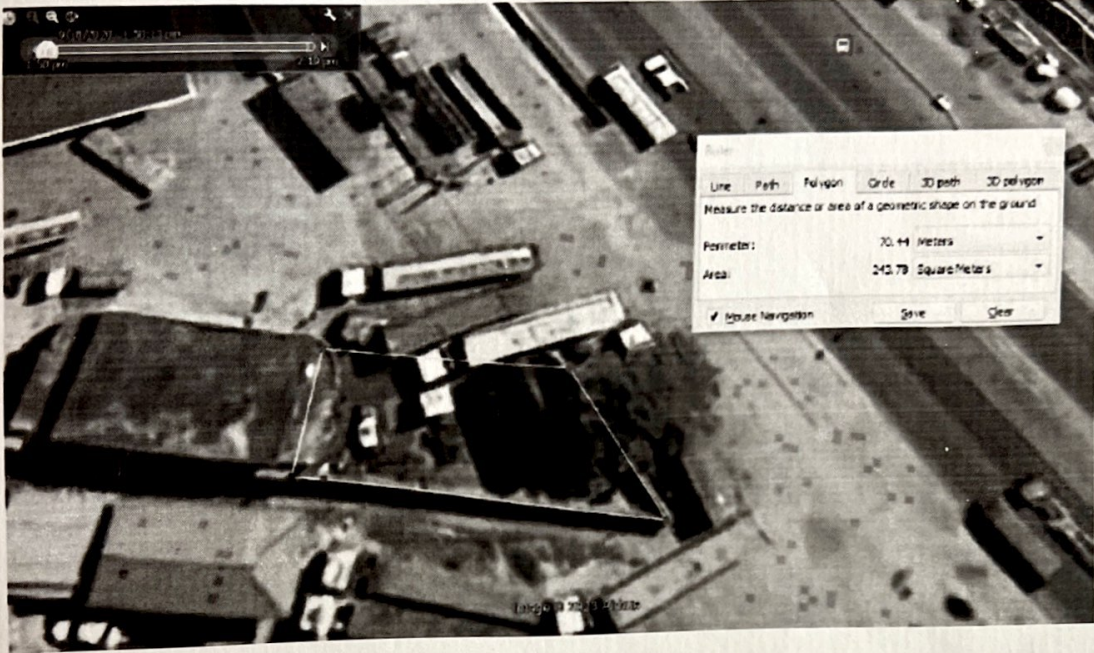
SIGNATURE: 

QUALIFICATION: ADVOCATE



SKETCH NO.1

Area within the Yellow Colour Line Marked – Approximate 250 SQM.



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