

LEASE AGREEMENT

This **LEASE AGREEMENT** is made this 1st day of December, 2023.

BETWEEN

THE G.C. APARTMENTS LIMITED of Post Office Box 13537, Dar es Salaam, Tanzania (hereinafter called "the Lessor" which expression shall where the context so admits include his personal representatives heirs and permitted assigns); and

DRAGON OIL TANZANIA LIMITED a private company incorporated with limited liability in the United Republic of Tanzania for the purposes hereof of Post Office Box Number 25505, Dar es Salaam (hereinafter called the "Lessee" which expression shall, where the context so requires, include the Lessee's permitted successors in title and permitted assigns)

WHEREAS; The Lessor is willing and desirous to lease the premises situated at Plot No. 63, Nelson Mandela Expressway, Buguruni, Dar es Salaam to the Lessee (hereinafter referred to as "the demised premises") and the Lessee is ready to rent the said demised premises subject to the covenants herein contained.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained, the Lessor **HEREBY DEMISES** unto the Lessee the demised premises for 24 (twenty four) months from 1st day of December, 2023 to 30th of November, 2025.
2. The Lessee **HEREBY COVENANTS** with the Lessor to the intent that the obligations shall continue throughout the said term as follows:-
 - a) To pay the agreed monthly rent of US dollar Four thousand only (USD 4,000) (exclusive of Value Added Tax (VAT) but inclusive of statutory withholding tax). The payment of rent is payable half a year.

- b) To deduct and remit to the Commissioner for Income Tax relevant rate of withholding tax in respect of the rent for the premises.
- c) To pay all charges for electricity consumed or used by the Lessee on the demised premises for the whole period of lease.
- d) Not to make any major structural alterations on the premises without prior approval of the Lessor.
- e) On the expiration of this lease period or any extension thereof or earlier termination thereof, the Lessee shall hand over peaceful and vacant possession of the demised premises to the Lessor.
- f) To permit the Lessor or its agent agents with the necessary workmen and appliances at reasonable times during the day and upon not less than 24 hours prior notice in writing addressed to the Lessee to enter upon the said property for purpose of viewing the state thereof and to execute repairs which they have covenanted with the Lessee to carry out under this agreement.
- g) To use the demised premises for commercial purposes only.
- h) To keep the exterior of the demised premises together with the roof and the main structure, walls, electrical wirings and fittings thereof, water taps, pipes, drainage system, sewer system and tanks used in connection with the water installation in the demised premises in good and tenable repair and condition and to remedy all major faults of construction inside and outside the demised premises giving proper and convenient use and occupation of the demised premises.
- i) To carry out all major structural repairs of the premises as shall be necessary, solely and exclusively at its own expense.
- j) To remedy any faults or effect any necessary repairs, solely and exclusively at its own expense.
- k) To promptly pay all the present and future rates, taxes, duties and outgoing, as may be existing at present on their due dates.
- l) To pay all charges for sewage, cleanliness, water consumed or used by the Lessee on the demised premises for the whole period of lease.

3. The Lessor **HEREBY COVENANTS** with the Lessee as follows:-

- a) To allow the Lessee to peacefully hold and enjoy the said property during the period of this lease without any hindrance.
- b) The Lessee is permitted to sublet the said premises without prior written consent of the Lessor.

4. **IT IS HEREBY FURTHER AGREED AND DECLARED THAT:**

- a) If the rent hereby agreed or any part thereof shall remain unpaid for thirty (30) days after becoming payable, or if the Lessee is in breach of the covenants herein contained, it shall be lawful for the Lessor at any time thereafter to terminate this agreement but without prejudice to the right of action of the Lessor for any arrears in rent or such a breach of the Lessee's covenants herein contained.
- b) If at any time during the term hereby granted the demised premises or any part thereof shall be destroyed or damaged by fire, a force majeure or any act (not occasioned by the wilful act, neglect or default of the Lessee or its licensees, invitees, visitors or servants) the rent hereinbefore reserved or a fair and just proportion thereof shall be refunded by the Lessor to the Lessee and the lease shall cease or be suspended during and so long as the demised premises or the destroyed or damaged part shall remain uninhabitable or unfit for use by reason of such destruction or damage.
- c) Either party shall be at liberty to terminate this agreement before the expiry period by giving to the other party a prior written notice of three (3) calendar months. Any rent paid in advance for any period beyond the period of notice shall be refunded to the Lessee.
- d) In the event either of the parties committing or allowing the commission of any breach of this agreement and failing to remedy that breach within a period of fourteen (14) days after receipt of notice to that effect from the other party ("the aggrieved party"); repeatedly breaching any of the terms of this agreement in such manner as to justify the aggrieved party in reasonably holding that the defaulting

party's conduct is inconsistent with the intention or ability of the defaulting party to carry out the terms of this agreement; then and in any of such events the aggrieved party shall have the right, (but shall not be obliged), to cancel this agreement forthwith or to claim specific performance, in either event without prejudice to the aggrieved party's rights to claim damages and without prejudice to such other rights as the aggrieved party may have at law.

- e) Termination of this lease shall be without prejudice to any right to action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein.
- f) If any dispute or difference shall arise between the parties touching any clause matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this agreement or the rights duties or liabilities of either party under or in connection with this agreement then and in every such case the dispute or difference shall be determined by a single arbitrator in accordance with the Arbitration Act (Cap.15) of the laws of Tanzania or any statutory modifications or re-enactment thereof for the time being in force.
- g) This lease is subject to renewal for another period on terms and conditions to be agreed upon between the parties by the Lessee giving the Lessor a prior notice of three (3) months of its intention to renew it.
- h) This agreement shall be governed by the laws of Tanzania.

IN WITNESS WHEREOF the parties have set their respective hands to this agreement as appearing below:-

THE LESSOR

SIGNED and DELIVERED by]
G.C. APARTMENTS LIMITED]
and DELIVERED in the presence of]
us on this 1st day of December, 2023]



G.C. APARTMENTS LIMITED

Company Seal

Full Name: GULAM A. CHAKAR
Signature: [Signature]
Address: _____
Designation: MD Director



Full Name: FREDDY A. MIHAYO
Signature: [Signature]
Address: P.O. Box 13537 Dsm
Designation: MANAGER

THE LESSEE

SEALED with the Common Seal of
DRAGON OIL TANZANIA) LIMITED
and DELIVERED in the presence of us
day of December, 2023



Full Name: DANDAN MO
Signature: [Signature]
Address: Tobruka Box 2805
Designation: Director

Full Name: TUNG FENG
Signature: [Signature]
Address: Tobruka Box 2805
Designation: Manager

STAMP DUTY
Shs: 4500/= Collected
Receipt No: 99 P4114029139
Date: 15/12/23
Regional Manager - Ilala Tax Region

BEFORE ME:-
NAME: CAESSAR A. SHAYO
SIGNATURE: [Signature]
QUALIFICATION: ADVOCATE
... Copy: 1500/=

