

LEASE AGREEMENT

between

TIPER

and

ORYX GAS TANZANIA LIMITED

in respect of

STORAGE & LPG HANDLING SITE, PLOT No. ½ KIGAMBONI,

TITLE DEED NUMBER 127591



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This Lease Agreement is made on the 23 day of April 2015

Between

TANZANIA INTERNATIONAL PETROLEUM RESERVES LIMITED ("TIPER") a body corporate incorporated under the Companies Act, Cap 212 with its registered office in Dar es Salaam and of Post Office Box 2608 Dar es Salaam, Plot No 1 Kigamboni, Tanzania (herein under called the "Lessor") of the one part;

And

ORYX GAS TANZANIA LIMITED a body corporate incorporated under the Companies Act, Cap 212 with its registered office in Dar es Salaam and of Post Office Box 9540, Plot No2, Shimo La Udongo, Kurasini, Dar es Salaam, Tanzania (herein under called the "Lessee") of the other part;

WHEREBY THE PARTIES AGREE AS FOLLOWS -

1 DEFINITIONS

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them below, and cognate expressions bear corresponding meanings -

- 1.1 **"Building"** means those parts of the building, the storage tanks and associated facilities situated on the Property;
- 1.2 **"Commencement Date"** means the Signature Date of this this agreement
- 1.3 **"Commissioning Date"** means the date on which the business of the Lessee commences operations and the Lessee is able to conduct business in the marketplace and such date shall be recorded in writing, signed by both parties hereto and appended as an addendum to this Lease Agreement or the 1st day of May 2017, whichever date comes first.
- 1.4 **"Lease"** means this Agreement;

- 1.5 "**Lessee**" means **Oryx Gas Tanzania Limited**, Registration No. 29251, a company with limited liability duly incorporated in accordance with the laws of the Republic of Tanzania;
- 1.6 "**Lessor**" means **Tanzanian International Petroleum Reserves Limited (TIPER)**, Registration No. 3142, a company with limited liability duly incorporated in accordance with the laws of the United Republic of Tanzania;
- 1.7 "**Lease Period**" means the period of thirty three (33) years from the Commencement Date.
- 1.8 "**Parties**" means, collectively, the parties to this Agreement;
- 1.9 "**Permitted Use**" means the use of the Site by the Lessee for the receipt, storage, handling and distribution of the Products or for such other use as the Lessor may approve in writing;
- 1.10 "**Product**" means Liquefied Petroleum Gas (LPG) products;
- 1.11 "**Property**" means that portion 36,570sqm (Thirty Six Thousand, Five Hundred and Seventy Square Meters) (as determined in Clause 3.2) of Plot Number 1/2 Kigamboni, held under Title Deed No. 127591 to be leased by the Lessee from the Lessor pursuant to this Agreement as more fully shown by the blue line on the diagram annexed hereto marked Annexe "A";
- 1.12 "**Signature Date**" means the date of signature of this Agreement by the last Party signing
- 1.13 "**Site**" means Property.

2 INTERPRETATION

2.1 In this Agreement

- 2.1.1 clause headings and sub-headings are for convenience only and are not to be used in its interpretation; and

- 2.1.2 an expression which denotes -
- 2.1.2.1 any gender includes the other genders;
 - 2.1.2.2 a natural person includes a juristic person and vice versa;
 - 2.1.2.3 the singular includes the plural and vice versa.
- 2.1.3 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in Clause 0 or in any of the definitions contained in Clause 1 or elsewhere in this Agreement shall be given effect to as if it were a substantive provision in the body of this Agreement.
- 2.1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.1.5 Subject to the provisions of clauses 2.1.7, 2.1.11 and 2.1.11, defined terms appearing in this Agreement in title case (bold print) shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.1.6 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.1.7 Reference to months or years shall be construed as calendar months (i.e. one or more of the twelve periods into which a conventional year is divided) or conventional years (i.e. 1 January to 31 December). Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day (other than a Saturday, Sunday or statutory public holiday in the United Republic of Tanzania). Any reference to "business hours" shall be construed as being the hours between 08h30 (eight hours and thirty minutes) and 17h00 (seventeen hours) on any business

day. Any reference to time shall be based upon Tanzanian standard time, being Greenwich Mean Time plus 3 (three) hours.

- 2.1.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day other than a business day, the next succeeding business day.
- 2.1.9 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.1.10 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 2.1.11 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it
- 2.1.12 This Agreement incorporates the Annexes, which Annexes shall have the same force and effect as if set out in the body of this Agreement. In this Agreement the word "Agreement" refers to this Agreement and the words "clause" or "clauses" and "Annexe" or "Annexes" refer to clauses of, and Annexes to this Agreement.
- 2.1.13 This Lease, including the schedules hereto, constitute the sole and exclusive record between the parties relating to the subject matter of this Lease and supersedes all former agreements made between Lessor and Lessee Buyer in relation to the lease of the Property, and the parties acknowledge hereby that no other stipulations, warranties, undertakings, terms and conditions of whatsoever nature, which are not recorded in this Lease, shall have any force or effect unless effected in writing and agreed between the parties

5.2.3 that any licences, permits, consents or authorities, if granted, will be renewed.

6 RENTAL

- 6.1 The annual rental shall be an amount of USD 4.47/m² (four point forty seven per square meter), excluding VAT, however including any other taxes, levies, duties and any other financial imposts which may be deductible in terms of Clause 6.9.
- 6.2 The square meters shall be as per Clause 3.2.
- 6.3 The rental amount stipulated in Clause 6.1 shall remain fixed for the first 5 (five) years of the Lease Period and thereafter shall increase by 5% (five percent) every 3 (three years) on the anniversary of the commencement date of this Lease.
- 6.4 Rental shall only be levied and become due from the Commissioning Date (Refer 1.3)
- 6.5 No rental shall accrue for the period between the Commencement and Commissioning Date
- 6.6 Rental shall be payable monthly in advance against a valid Tax Invoice made out by the Lessor in favour of the Lessee.
- 6.7 The Lessor shall make payment within 30 (thirty days) from date of tax invoice date or by the first day of each month, whichever date is latest and in the event of such day being a non-business day then payment shall be due on the next succeeding business day.
- 6.8 Subject to a delay in payment by the Lessee, the Lessee shall be liable for interest on all overdue amounts payable under this Agreement at a rate of 2% (two percent) per annum above the prime overdraft rate. The rate to be used shall be the rate fixed on the date the payment is received by the Lessor and as published by the Lessor's bank from time to time. Interest shall be reckoned from the due date of such amount, however proportioned over that quarter as rental is paid in advance. Example: Where rental is due for the quarter Jan, Feb and Mar and payment is only received mid Jan

interest shall only be calculated and due reckoned on the amount in respect of January rental and not the full quarterly rental

- 6.9 The Lessee agrees that it shall under no circumstances be entitled to withhold any payment to the Lessor and all payments by the Lessee under this Agreement shall be made without any deduction or off-set, except for statutory taxes that the Lessee is required by law to deduct if any tax, charges, levies or penalties, or amounts in respect thereof must be deducted, or any other deductions must be made, from any amounts payable or paid by the Lessee under this Agreement, the Lessee shall pay such additional amounts as may be necessary to ensure that the Lessor receives a net amount equal to the full amount which it would have received had payment not been made subject to such tax, charge, levy or penalty, or any other deduction.
- 6.10 The net rental amount shall be paid into the nominated bank account of the Lessor which shall be advised in writing by the Lessor from time to time

7 OBLIGATIONS OF THE LESSEE

- 7.1 The Lessee warrants that, subject to the provisions of clause 8.1, it shall at all times at its own cost ensure that the Site are kept in good repair and condition and are fit, proper, serviceable and suitable for the Permitted Use.
- 7.2 Without derogating from the generality of Clause 7.1, to ensure the health, safety and security of people and environment, and it is expressly recorded that the Lessee shall obtain and maintain all necessary licences and permits required for the operation of the Lessee's business and any of the assets situated at the Site and shall comply with the statutory requirements imposed by all legislation, by-laws and regulations relevant to the lease and use of the Site by the Lessee.
- 7.3 Any major construction, maintenance, upgrading or modification of the Site may only be undertaken by the Lessee subject to prior written agreement by the Lessor. Such written agreement shall determine which party shall pay for such major maintenance, upgrading or modification. If no agreement is reached the major maintenance, upgrading or modification shall not be done; however, this shall not detract from the Lessee's obligations elsewhere in this Agreement to maintain the Site. For the purposes of this clause, "major maintenance, upgrading or modification" shall mean

any such work that costs more than Fifty Million Tanzania Shillings (TSH 50, 000, 000/-).

7.4 The Lessee shall –

- 7.4.1 at all times, during the term of this Agreement, keep the Site in a clean and tidy condition and comply with reasonable requests in this regard from time to time made by the Lessor in writing. Furthermore, the Lessee undertakes to carry out all minor maintenance work to the Site, at its cost, to keep the Site in the state referred to in clause 7.1 above. Without derogating from the generality of the a foregoing, the Lessee shall be responsible for the proper care and maintenance of all relief valves, pipelines, pumps and storage tanks or any other associated or safety equipment situated on or at the Site and is to keep full, accurate and proper records of all maintenance work and replacements undertaken in this regard;
- 7.4.2 allow the Lessor or the Lessor's representatives reasonable access to the Site at all reasonable times to:
 - 7.4.2.1 inspect and record the condition of the Site;
 - 7.4.2.2 inspect and carry out any works of construction, repair or maintenance to any property adjacent to the Site; and
 - 7.4.2.3 comply with the Lessor's obligations under this Agreement
- 7.4.3 at its own cost provide and keep sufficient and appropriate fire fighting materials and equipment as recommended by the local Fire Chief, and international standards available within the Site.
- 7.4.4 hold monthly fire drills for the purpose of testing fire fighting equipment on the Site and to train its staff in the use of such fire fighting equipment;
- 7.4.5 prepare an emergency Respond Plan (ERP) and make a copy, and any amendments thereto, available to the lessor

- 7.4.6 use and operate the Site for the Permitted Use only and in accordance with the practice and safety standards specified by the Lessor from time to time and in such a manner so as not to prejudice the Lessor's ownership, use or occupation of the Site, and any adjacent or nearby property or buildings. The Lessee shall at all times apply such precautions as may be necessary or expedient to prevent accidents from fire or explosion and leakage from any pipes or storage tanks. Any such accident and the like shall be immediately reported to the Lessor telephonically (confirmed promptly thereafter in writing) together with the Lessee's detailed report including its investigations and results or conclusions therefrom and intended remediation plan which it shall institute at its cost and which remediation plan may be altered at the reasonable request of the Lessor
- 7.4.7 not contravene or permit the contravention of any of the conditions of title under which the Lessor is the owner of the Site;
- 7.4.8 pay for any cleanup costs incurred from any overflow or spillage of any Product or other hazardous or toxic materials stored on the Site, and shall monitor the soil and groundwater, at its sole cost and expense, for contamination arising from the spill or overflow and shall remediate such soil or groundwater or other affected area to the Lessor's satisfaction;
- 7.4.9 ensure that all and any work permits and other appropriate documentation issued to any contractors or employees for work to be carried out to the Site or its surrounds, at the request of the Lessee or Lessor, shall be provided to the Lessor prior to commencement of such work and, furthermore, agrees that such work shall only be undertaken under conditions stipulated by the Lessor and the Lessor's group policies relating to contractors and third party consultants on the Site;
- 7.4.10 ensure that all waste is removed from the Site at the Lessee's cost.;
- 7.4.11 not permit any dangerous, poisonous or explosive matter to be discharged onto the Site, on any adjacent property or into any conduit running through the Site;

- 7.4.12 shall pay for all electricity and water consumed by it on the Site. The Lessor shall be entitled to install separate meters to measure the electricity and water consumed by the Lessee and the Lessee shall be liable for any charges incurred as a result of the installation and any reading of such meters;
- 7.4.13 shall obtain any and all permits required to conduct their business activities on the site at their own cost
- 7.4.14 shall be liable for the payment of all utility services supplied and related to the property which shall be separately metered
- 7.4.15 allow the Lessor the right to free passage and running of services to and from the boundary of the Site through any conducting media (including pipes) serving any part of any adjacent building or property, subject to the running of such services not negatively impacting the activities of the Lessee or safety of the site. Where the lessee is required to relocate any infrastructure to accommodate the running of such services the cost of the relocation and any associated infrastructure will be for the expense of the Lessor, where there is no designated servitude
- 7.5 If there is to be any intended change in the type of Product to be stored within the Site from the type of Product typically stored by the Lessee at the Site, then prior written notification of such intended change must be given by the Lessee to the Lessor and written consent to such change(s) must first be obtained by the Lessee from the Lessor. For this purpose, the Lessor must receive a copy of a Material Safety Data Sheet in such format as the Lessor may require, prior to giving its consent. Consent shall not be unreasonably withheld or delayed
- 7.6 The Lessee agrees to provide the Lessor, as soon as possible after the signature of this Agreement by both parties, with a Mechanical Flow Diagram (MFD) colour coded clearly depicting areas of responsibility of the Lessee and the Lessor for the care and maintenance of pipelines, servitudes and equipment attached to the Site. Such MFD is expected to show certain areas of responsibility beyond the Site which are the Lessee's responsibility and, such areas of responsibility, to the extent that they are beyond the Site as herein defined, shall be subject to the terms of a separate Way Leave Agreement.

7.7 The Lessee shall comply in all respects with all requirements, and obtain and maintain all necessary licences and permits, from time to time relating to the Site and the use of them by the Lessee imposed by:-

7.7.1 any legislation or regulation, whether public or local;

7.7.2 any government department, local authority or other public or competent authority; and

7.7.3 any court of competent jurisdiction.

8 OBLIGATIONS OF THE LESSOR

8.1 The Lessor shall:

8.1.1 comply in all respects with all requirements and maintain all necessary licences and permits from time to time relating to the property adjacent to the Site that are owned by the Lessor that may be imposed by:-

8.1.1.1 any legislation or regulation, whether public or local;

8.1.1.2 any government department, local authority or other public or competent authority; and

8.1.1.3 any court of competent jurisdiction; and

8.1.2 subject to the Lessee paying all the rental amounts due under this Lease and complying with its provisions, the Lessor shall permit the Lessee to occupy the Site peaceably and without any interruption by the Lessor.

8.1.3 adhere to all practices and safety standards specific to the product and business activities of the Lessee as specified by the Lessee from time to time and in such a manner so as not to prejudice the Lessee's use or occupation of the Site.

8.1.4 shall pay all charges, rates and taxes from time to time levied by any competent authority in respect of the Site

9 INSURANCE

- 9.1 The Lessee undertakes, at its expense, to take out, with an insurance company or companies approved by the Lessor, and to maintain the same in force for the duration of this Agreement public liability insurance cover for such minimum amount as may be required by the Lessor from time to time and such other insurance as may reasonably be required by the Lessor from time to time.
- 9.2 The Lessee shall exhibit the relevant policies and premium receipts to an authorised representative of the Lessor upon request
- 9.3 If the Lessee fails promptly to acquire and maintain in force any of the above insurance cover, the Lessor may do so and charge to and recover from the Lessee the actual costs of doing so.
- 9.4 Neither party shall keep or do in or about the Site or property adjacent to the site anything that may:
- 9.4.1 be liable to prejudice any insurance policies in respect of the Site or any adjacent or nearby property;
 - 9.4.2 enhance any of the risks against which the Property or the Building, the Site or any adjacent or nearby property is insured; or
 - 9.4.3 cause any insurance policies in respect of the Property, the Building, the Site or any adjacent or nearby property to be rendered void or voidable or the premiums to be increased.
- 9.5 In the event of either party breaching its obligations under this clause and the aggrieved party being called upon to pay any increase on the insurance premiums, then such increase shall become immediately due and payable by the defaulting party.
- 9.6 Either party shall advise the other of any activities or operations it proposes to undertake near the Site which may impact the insurance maintained by that party.

10 PHYSICAL LOSS OF PRODUCT

The risk of physical loss of Product stored by either party shall be borne by that party alone, unless such loss is due to proven acts, omission and/or negligence of the other party.

11 LIABILITY AND INDEMNITY

11.1 The Parties indemnify and keeps each other indemnified against all claims, damages, costs and expenses of whatsoever nature that the Party may suffer and/or incur, directly or indirectly, as a result of:

11.1.1 any release, spillage, deposit, escape, discharge, leak, emission or presence of any substance or materials which are toxic, dangerous, hazardous or otherwise regulated or controlled under applicable laws;

11.1.2 any noise, vibration, odour or any other matter giving rise to a nuisance or to any other adverse impact on the environment; or

11.1.3 any other matters relating to the condition or restoration of the environment arising out of the receipt, storage, handling, supply, or transportation of the Products or any substance or materials which are toxic, dangerous, hazardous or otherwise regulated or controlled under applicable laws and whether caused by or arising as a result of facts or circumstances existing before or after the date of this Agreement.

11.2 The Lessee shall assume entire responsibility for and shall defend, indemnify and hold the Lessor harmless against all losses, liabilities, claims, costs and expenses arising directly out of or in connection with the lease by the Lessee of the Site and arising from:-

11.2.1 injury, including fatal injury and disease, to any person in the employment of the Lessee or any agents, sub-contractors or customers of the Lessee and any of their employees;

11.2.2 loss of or damage to the property of, or injury, including fatal injury and disease to, third parties; whatsoever unless such injury, death, damage

or loss is due to an act, omission and/or negligence or breach of duty of the Lessor, its servants or agents which has caused or contributed to such injury, loss or damage.

11.3 The liability of the defaulting party to the other party arising from 11.2.2 above shall, for any one incident or series of incidents arising from one event, be limited to a combined amount of Five Million USD (USD 5,000,000). In excess of that level, liability shall be determined by reference to applicable law.

11.4 The parties agree that liability for any loss of or damage to all or any part of the Property, the Building or their respective property will be determined by reference to applicable law.

12 DESTRUCTION OF THE SITE

12.1 In the event of the Site or any part thereof at any time being destroyed or so damaged by fire, explosion, flood, riot or insurrection, acts of God or other cause as to deprive the Lessee entirely of the beneficial use of the Site, the lease shall not on that account terminate and the Lessee shall have an option to rebuild the site at its own cost and no such cost shall be reimbursed to the Lessee by the Lessor. During such period as the Lessee is deprived of the beneficial occupation, no rental shall be due to the Lessor. Should the Lessee not opt to rebuild the Site, and the Lessee chooses not to exercise its option of rebuilding, then the lease shall be deemed to have been terminated.

12.2 In the event, however, of the Site being only partially damaged by any of the occurrences aforesaid, this Agreement shall continue in full force and effect save that the Lessee shall be entitled to an abatement in the rental payable during the period in which case the Site may not be wholly fit for occupation, such abatement depending on the extent to which the Lessee is deprived of beneficial occupation of the Site. In the event of the parties being unable to agree the amount of the abatement, such amount shall be determined by arbitration in terms of clause 0.

12.3 The provisions of this clause shall not prejudice any claim that either party may have against the other where the destruction of or damage to the Site is occasioned by the

act, default or neglect of the defaulting party or any party for which the defaulting party is responsible as provided in this Agreement.

13 TERMINATION

- 13.1 Should either of the parties ("**the Defaulting Party**") breach any material term of this Agreement the non-defaulting party shall issue a written notice of the breach to the defaulting party specifying the nature of the breach, the corrective action required and the time for remediation, which shall not be unreasonable.
- 13.2 If the Defaulting Party fails to remedy the breach within the time period stipulated in the written notice from the non-defaulting party, the non-defaulting party will be entitled, without prejudice to any remedies it may otherwise have in terms of this Agreement or at law, to terminate this Agreement with immediate effect.
- 13.3 Should either party commit any act of insolvency or should its estate be surrendered, placed in liquidation or placed under judicial management or should either party attempt to enter into any scheme of arrangement with its creditors then the other party shall be entitled to cancel this Agreement forthwith.
- 13.4 Any termination of this Agreement for whatsoever reason shall be without prejudice to any rights which the non-defaulting party may have against the Defaulting Party arising from the breach by the Defaulting Party, including the right to claim damages.
- 13.5 Upon termination of this Agreement for whatever reason, if required by the Lessor, the Lessee shall at its own cost,
- 13.5.1 Subject to Clause 13.5.1.3,
- 13.5.1.1 reinstate the Site, to the same condition in which it was prior to occupation of the site and as evidenced by an initial soil contamination analysis conducted by and at the expense of the Lessor by an independent party prior to occupation of the site by the Lessee

13.5.1.2 The Standards applicable to the remediation of the soil shall be those standards applicable at the time the lessee vacates the site, for whatever reason.

13.5.1.3 the Lessor shall at no time during or after the occupation of the site by the Lessee be released from any obligation or cost associated to any level of contamination as evidenced by the results of the initial soil contamination analysis as required by Clause 13.5.1.1

13.5.2 be responsible for and shall bear any costs associated with the dismantling and transferring of movable and re-usable equipment from the Site, subject to Clause 13.6.2

13.6 Upon termination for whatsoever reason under this Lease,

13.6.1 any fixed land improvement(s) done on the site by the Lessee shall, revert to the Lessor, regardless of the Lessor's future plans or intended use of the site, at a market related price as determined by an independent property valuator appointed by mutual agreement of both parties and whose assessment shall be binding on both parties

13.6.2 any movable and re-usable equipment that the Lessee has in their sole discretion agreed to sell to the Lessor and shall revert to the Lessor at the negotiated and agreed price and shall not be dismantled and transferred by the Lessee and the Lessee shall not be entitled to any compensation whatsoever for such improvement(s).

14 NOTICES AND DOMICILIA

14.1 The Parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings the following physical addresses, and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the said *domicilium*

| <u>Party</u> | <u>Physical Address</u> |
|--------------|---|
| The Lessor | Managing Director Tanzania International Petroleum Reserves Limited (TIPER) Kigamboni Depot Site, PO Box 2608 Dar es Salaam Tanzania |
| The Lessee | Managing Director Oryx Gas Tanzania Limited Plot 2, Nelson Mandela Road Kurasini PO Box 9540 Dar es Salaam Tanzania |

provided that a Party may change its *domicilium* to any other physical address (in the United Republic of Tanzania, by written notice to the other Party to that effect. Such change will be effective 7 (seven) days after receipt of notice thereof.

- 14.2 All notices to be given in terms of this Agreement will -
- 14.2.1 be given in writing in the English language; and
 - 14.2.2 be delivered by hand or courier with tracking
- 14.3 Any notice so given -
- 14.3.1 if hand delivered receipt will be presumed to have taken place upon dated and signed notice thereof by the recipient
 - 14.3.2 if delivered by tracked courier receipt shall be presumed to take place as indicated as such on the official tracking record of the courier service provider
- 14.4 Any notice in terms of this Agreement shall only be validly given if in written or printed paper based form. For the avoidance of doubt, where any provision of this Agreement requires any Party to perform any act in writing, this requirement will only be satisfied if such performance is made in a written or printed paper based form and expressly excludes electronic media.

15 DISPUTES

- 15.1 In the event of any dispute or difference arising between the parties hereto relating to or arising out of this agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (Fourteen) days from receipt of such notification of dispute, the said dispute or difference shall be referred to the arbitration of three arbitrators, one to be appointed by each of the parties hereto or by its representatives or assigns and a third one be appointed by the two appointed arbitrators in accordance with and subject to the provisions of the Arbitration Act Cap. 15 of the Laws of Tanzania.
- 15.2 Notwithstanding anything to the contrary contained herein, nothing in this clause 0 shall preclude any party to the arbitration from seeking interlocutory relief in any Court having jurisdiction pending the institution of appropriate proceedings for the enforcement of any rights under this agreement.
- 15.3 The parties to the arbitration undertake to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clause 15.4.
- 15.4 The decision of the arbitrator shall, in the absence of manifest error, be final and binding on the parties to the arbitration and may be made an order of Court at the instance of any party to the arbitration.
- 15.5 The provisions of this clause 0 are separate and severable from the rest of this agreement and, accordingly, shall remain in effect despite the termination or invalidity for any reason of this agreement.

15.6 Should the Lessor cancel this Agreement and the Lessee dispute the Lessor's right to do so and remain in occupation of the Site pending the determination of the dispute then:

15.6.1 the Lessee and the Lessor shall continue to observe all of the terms of this Agreement, including the obligation to make all payments on the due date thereof, and the subsequent breach of any such term shall be construed as a further breach of this Agreement notwithstanding and without prejudice to the Lessor's rights to claim that the lease has been cancelled as a result of an earlier breach; and

15.6.2 the acceptance by the Lessor of those payments or performance of other obligations by the Lessee shall be without prejudice to and shall not be a waiver of or affect the validity of the Lessor's cancellation of the lease or any other rights of the Lessor.

16 **CESSION, ASSIGNMENT AND SUB-LETTING**

Neither party shall be entitled to cede or assign its rights or delegate its obligations in terms of this Agreement or sub-let or grant possession or occupation, of the whole or any part of the Site to any other person without the prior written consent of the other party, which shall not be unreasonably withheld.

17 **SECRECY AND CONFIDENTIALITY**

The Parties expressly undertake to keep and hold secret and confidential all information, howsoever obtained, in regard to any of their activities and all associated therewith, arising out of or in connection with this Agreement.

18 **FORCE MAJEURE**

18.1 Both parties shall be released from their respective obligations in the event that delays in performing or inability to perform any of the party's obligations in this Agreement are as a result of "Force Majeure".

18.2 For the purpose of this Agreement "Force Majeure" means any unavoidable circumstance beyond the control of a party including but not limited to an act of God, storm, flood, tempest, riot, civil disturbance, war (declared or undeclared), Military action, insurrection, act of Government or Military Agency acting under actual or assumed authority, expropriation, failure of any source of supply, acute or unusual shortages, strike lockout, labour disturbances, or lawful or unlawful labour disputes, prohibitive governmental regulation and any other causes beyond the control of either party.

18.3 Should *force majeure* exist for a period of more than 90 (ninety) days either party may terminate this Agreement with immediate effect by means of written notice to the other. In such event

18.3.1 the Lessee shall immediately pay to the Lessor all rentals due;

18.3.2 each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

18.3.3 Provisions of Clause 0 shall apply

19 WAIVER OF RIGHTS

No relaxation or indulgence afforded by either party to the other relative to any of the terms and conditions of this Agreement, shall in any way prejudice such party's rights in terms hereof nor be construed as a waiver thereof.

20 RECONSTRUCTION AND REBUILDING

Should the Site or any part of it be reasonably required for the purposes of any reconstruction or rebuilding scheme, repairs, restoration or conversion for the sole use and benefit of the Lessor which the vacation of the Site is essential, then the Lessor shall be entitled to terminate this Agreement on giving to the Lessee 6 (six) months' notice of termination, and upon the expiry of the period of 6 (six) months the Lessee shall be obliged to vacate the Site and the provisions of Clause 0 shall apply

21 GENERAL

- 21.1 No addition to or variation, deletion, or agreed cancellation of any and all clause/s and/or provision/s of this Agreement will be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 21.2 Unless otherwise specifically stated in this Agreement, the fact that a remedy is conferred on a Party in terms of this Agreement shall not limit that Party to the use of that remedy or preclude that Party from using any other remedy available to it, nor shall the use of that remedy constitute a waiver by that Party of the right to use any other remedy available to it.
- 21.3 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party last signing one of the counterparts. The Parties undertake to take whatever steps may be necessary to ensure that all counterparts are duly signed by all of them without delay.

22 APPLICABLE LAW

- 22.1 This Agreement will in all respects be governed by and construed under the laws of the United Republic of Tanzania.
- 22.2 Subject to Clause 0 the Parties hereby consent and submit to the jurisdiction of the Commercial Division of the High Court of the United Republic of Tanzania in any dispute arising from or in connection with this Agreement.

23 BENEFIT OF THE AGREEMENT

This Agreement will inure for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or any of them.



24 COSTS

The Lessor and the Lessee shall each bear their own legal costs of and incidental to the preparation, negotiation and finalising of this lease and all other matters pertaining hereto and the stamp duty and registration fees on this lease shall be borne and paid for by the Lessee.



Prepared in two original copies:

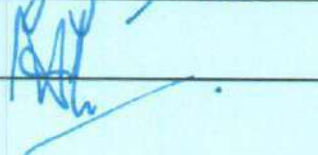
For and on behalf of

ORYX GAS TANZANIA LIMITED

on this 23 day of April 2015

NAME : N. McAlear

TITLE : Managing Director

SIGNATURE : 


Witnessed by

NAME : MEGAN CHAMBERS

TITLE : COMPANY SECRETARY

SIGNATURE : 

ORYX GAS TANZANIA LIMITED


Finance Manager

For and on behalf of

TIPER

on this 30 day of April 2015

NAME : Daniel A. Belair

TITLE : MANAGING DIRECTOR

SIGNATURE : 

Witnessed by

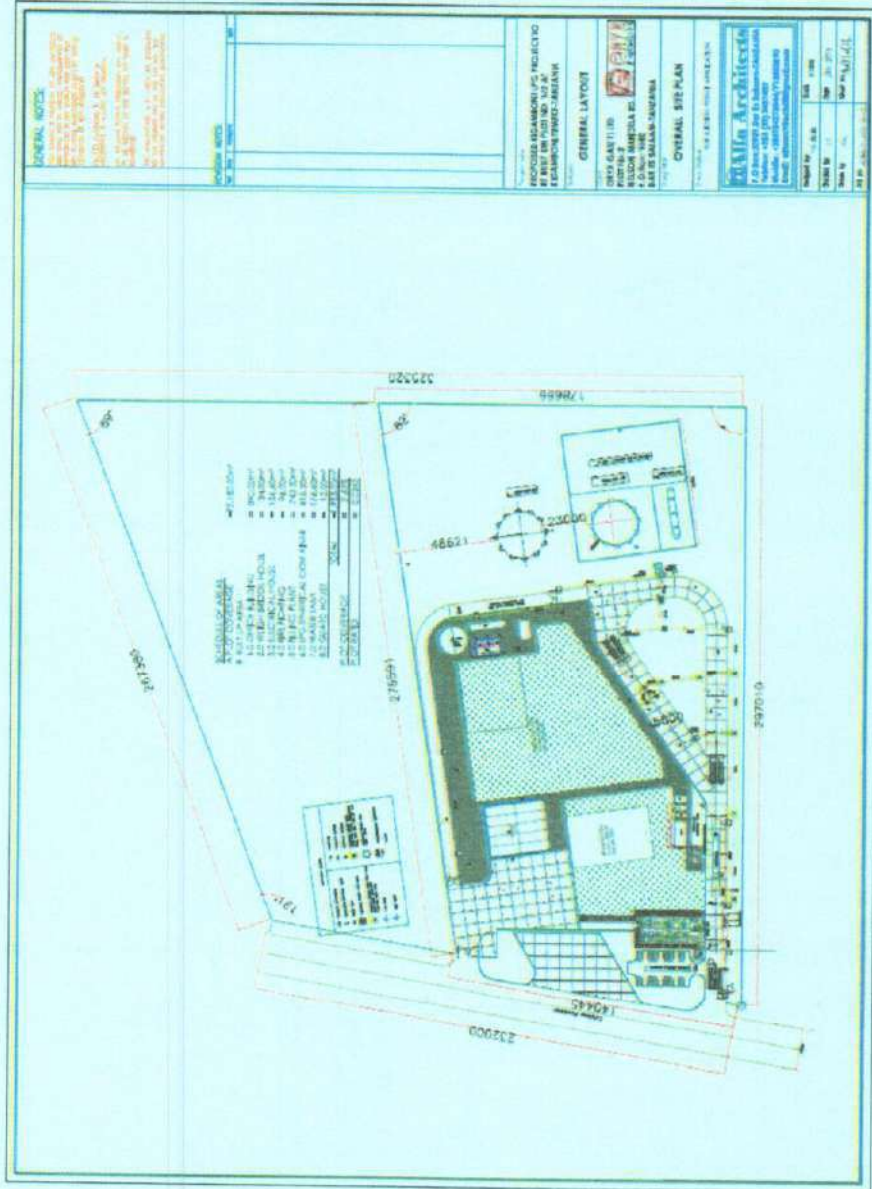
NAME : Andrew J. Lindi

TITLE : Finance Administration Manager

SIGNATURE : ASuli

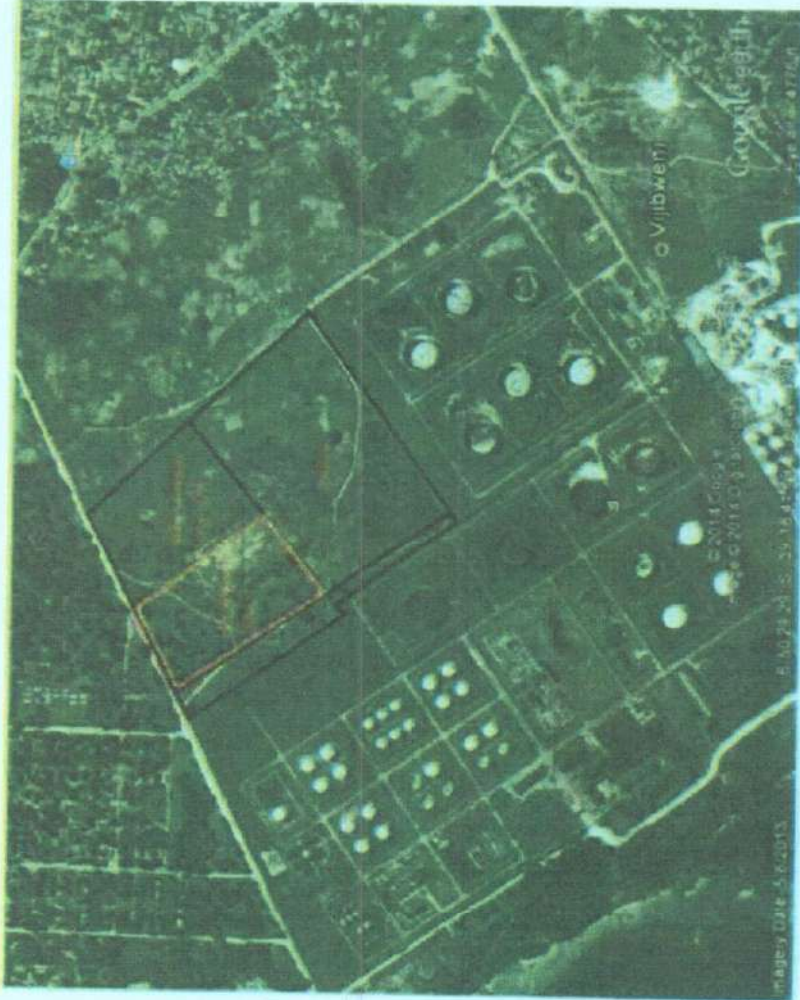
TANZANIA INTERNATIONAL
PETROLEUM RESERVES LTD.
P. O. Box 2609, DAR-ES-SALAAM
TEL: +255 22 511500, FAX: 2720183

ANNEXE "A"
THE SITE



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BAH



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RAH