

LEASE

THIS LEASE is made as of the 06th day of May, 2022

BETWEEN:

1. **Al Dua Enterprises Ltd**, a private company incorporated with limited liability in the Republic of Tanzania and having its registered office situated at Dar es Salaam for the purposes hereof of Post Office Box Number 7316, Dar es Salaam (hereinafter called the "**Lessor**" which expression shall, where the context so requires, include the Lessor's successors in title and assigns); and
2. **JAZA ENERGY INC. LIMITED**, a private company duly registered in the United Republic of Tanzania with its Head office situated at 6437 Cork St, Halifax, B3L1Y9, Canada (hereinafter called the "**Lessee**" which expression shall, where the context so requires, include the Lessee's successors in title and assigns.

WHEREAS:

- (A) The Lessor is the registered proprietor of the building "Al Dua Tower" (hereinafter called the "**Building**") erected on the land known as Plot Number 3/12 Regent Estate, New Bagamoyo Road, Dar es Salaam (hereinafter called the "**Property**").
- (B) The Lessor is desirous of letting on the 4th floor Block A of the Building, an office together with the fixtures and improvements erected thereon (hereinafter referred to as the "**Leased Premises**") to the Lessee and the Lessee is desirous of leasing the Leased Premises from the Lessor for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**1. TERM, RENT AND SERVICE CHARGES**

- (a) This Lease is for the term of Five years from the 10th day of MAY 2022 up to the 09th day of May 2027 (herein after the "**Term**") yielding and paying therefore during the Term the rate of \$ 9 (USD Nine) per sqm for Fourth floor Block "A" that will cover rental and additional USD 3/- (USD Three) per sqm as service charges (hereinafter the "**Service**") and payable quarterly. The first Quarter and one month deposit payable upon signing the lease and before 10th MAY 2022.



The Service Charges will be in respect of:

- (i) all electricity charges relating to the electric current consumed in the common parts of the building including (but without prejudice to the generality of the foregoing) the replacement of electric light bulbs fluorescent tubes and other similar devices;(the fuel the generator will be charged on pro rata basis and is not included in service fee)
 - (ii) the salaries of the staff employed by the Lessor for carrying out the cleaning obligations of the common parts of the building, on the part of the Lessor hereinafter contained;
 - (iii) the salaries of the staff employed by the Lessor for serving the building and all costs connected with periodical redecoration and maintenance of the common parts of the building;
 - (iv) the cost incurred for providing security services in relation to the common parts of the building;
 - (v) the cost of all cleaning materials utilised in cleaning the common parts of the building;
 - (vi) the cost of maintaining fire fighting equipment in the common parts of the building;
 - (vii) All other reasonable costs which the Lessor may incur in the maintenance and the upkeep of the common parts of the building.
- (b) The Rent and the Service Charges are exclusive of any value added tax or similar tax charged or chargeable in respect thereof shall be paid as applicable as the case may be and subject to the statutory withholding tax applicable at prevailing rates.
- (c) Such Rent and service charges shall be payable by the Lessee to the Lessor a year in Advance revisable at the rate of 5% escalation every year from the start of second year of this agreement or the market price whichever is higher. It is hereby agreed and declared that all payments of Rent and Service Charges shall be made free of set-off or counterclaim in cash by bankers' draft or bankers' order or by any other means as the Lessor shall in its sole discretion nominate. Where the Lessee is required by statute to make any withholding from the Rent or other amounts payable hereunder, it shall, within the time period prescribed by statute (or if no time period is prescribed then within seven (7) days of the end of the month in which such withholding was made), remit all sums withheld to the appropriate tax authority and furnish to the Lessor a withholding tax certificate setting out the name and address of the Lessor, the applicable period, the gross amount payable and the amount withheld by the Lessee as aforesaid. In addition, the Lessee will within thirty (30) days of the expiry of every three (3) months of the Term, provide to the Lessor a schedule setting out all payments made to the Lessor which are the subject of any withholding and the amount withheld.

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- (d) The tenant shall pay a refundable deposit equivalent to one month rent to secure this tenancy agreement, to secure this property against damage which might be occasioned by the tenant and for which the tenant is responsible hereunder. The deposit to be paid immediately upon signing the agreement.
- (e) Either party hereto may terminate the Lease hereby created by giving the other party three months quarter year prior notice in writing of its intention to terminate the Lease and on expiry of the notice, the Lease shall determine forthwith but notice by the Lessee shall only be valid if it is accompanied by payment for the Rent for the unexpired lease period of 3 months.

2. UTILITIES

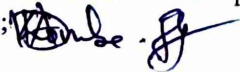
- (a) One Two parking space is free and additional parking space/s will be charged at USD 50 (USD Fifty only) per month per car.
- (b) Water supply & sewage charges will be charged at USD 50 (USD Fifty/-) per office.

3. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) to pay the Rent and the Service Charges hereby reserved by cheque (or by such other mode of payment nominated by the Lessor) to the account of the Lessor notified by the Lessor to the Lessee free and clear of all taxes and deductions (save for statutory withholding and value added tax) whatsoever and free from exchange or commission which shall be for the account of Lessee; The payments can be made to **HABIB AFRICAN BANK, Main Branch, Dar es salaam, Account No 0050520-0011 swift code : HABLZTZ , ACCOUNT NAME : ALDUA ENTERPRISES LIMITED.**
- (b) to punctually pay Tanzania Telecommunications Company Limited (or its successor(s)) (as the case maybe) the costs of installing and connecting telephones and other equipment as the Lessee may require in the Leased Premises and to punctually pay all charges payable in respect of such telephones and other equipment;
- (c) To ensure that at all times the Lessee's use of electric current on the Leased Premises shall never exceed the capacity of the existing feeders to the Leased Premises or of the risers or wiring installations installed in the Leased Premises;
- (d) Not to make any alterations or additions to the electrical equipment or appliances installed in the Leased Premises (even if the said equipment or appliances have been installed by the Lessee) without the prior written consent of the Lessor;



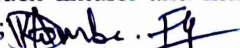
- (e) To keep the Leased Premises including all buildings, doors, windows, floors, ceilings, glass, fanlights, fixtures, air conditioners, sanitary and water apparatus, fittings and surrounding areas clean and in good and tenantable repair order and condition;
- (f) To make good any damage caused to the Leased Premises by the moving by the Lessee the Lessee's servants employees agents or others of any furniture, goods or other articles into or out of the Leased Premises and to make good any damage caused to the Leased Premises or to any fixtures or equipment therein by the Lessee, the Lessee's servants employees agents visitors or licensees installing or removing any fittings or resulting from fire explosion air conditioning or electrical short circuits floor leakage of water or steam or by bursting or leaking of pipes or plumbing works or from any other cause of any other kind or nature whatsoever as a result of the carelessness omission neglect improper or negligent conduct or misconduct of the Lessee the Lessee's servants employees agents visitors or licensees;
- (g) to take good care of the premises and surroundings, comply with all laws, and government regulations applicable to the Leased Premises, indemnify and save harmless the Lessor from and against any and all liability arising from injury during the said Term to a person or property, occasioned wholly or in part any act of omission the of the Lessee or of the guest, servants and at the end of the Term or sooner termination of the Term to quit and surrender the Leased Premises with all the said fixtures and fittings in as good order or condition as there were at the beginning of the Term;
- (h) to permit the Lessor and its agents and all other persons authorised by the Lessor with or without workmen and others and with all necessary tools appliances and apparatus at any time with or without notice to enter upon the Leased Premises in the case of fire or to repair electric services or for the purpose of examining the condition thereof or doing such repairs alterations additions improvements renewals or other things as may be required to either the Leased Premises pursuant to the covenants and agreements by the Lessor in that behalf herein contained the Lessor causing as little inconvenience as necessary provided always that the Rent hereby reserved shall not be in any way abated while such repairs alterations additions improvements and renewals or other things as aforesaid are being done nor shall the Lessor be liable to the Lessee in any way for loss or interruption of business of the Lessee arising there from or otherwise howsoever;
- (i) before the expiration of one calendar month's notice in that behalf given by the Lessor to carry out any repairs for which the Lessee is liable under the Lessee's covenants and agreements herein contained to carry out the same in accordance with such notice and to the satisfaction of the Lessor provided that if the Lessee shall fail to carry out such work within such time as aforesaid then the Lessor may thereupon cause the same to be done and recover the cost thereof from the Lessee but without prejudice to the Lessor's right of re-entry herein contained;




- (j) not to use the Leased Premises or any part thereof for any purpose other than for use as Office space purposes for undertaking the Lessee's business as at the date hereof and not to use the same for any other purpose or for any residential or illegal purpose, and it is hereby agreed and declared that upon any breach by the Lessee of the terms of this sub-clause 2(j) the Lessor may thereupon at any time re-enter upon the Leased Premises and if the Lessor shall do so the Term hereby created shall determine absolutely;
- (k) to use the Leased Premises in a lawful and orderly manner and nothing shall be done or omitted or permitted contrary to any law or regulations for the time being in force relating to the use of the premises of a like nature and not to do or permit or suffer to be done anything whereby any rules or regulations of the local authority for the time being in force applicable to the Leased Premises may be contravened and/or its consent to the use and occupation of the Leased Premises for the purpose aforesaid may be withdrawn and in the event of the Lessor being made liable for any breach thereon attributable to any act or default of the Lessee the Lessee shall indemnify the Lessor against all and every fine penalty damage and costs incurred or paid or suffered by the Lessor in consequence of such breach;
- (l) not without the prior written consent of the Lessor and (if the same is required) of any charge having security over the land comprised in the above mentioned title first having been obtained, to transfer assign sublet part with possession of or grant a licence in respect of the Leased Premises or any part thereof and it is hereby expressly agreed and declared by and between the parties hereto that upon any breach by the Lessee of this covenant and agreement it shall be lawful for the Lessor to re-enter upon the Leased Premises without notice and thereupon the Term shall determine absolutely and it is hereby further expressly agreed and declared by and between the parties hereto that the Lessor shall be entitled to withhold its consent absolutely to any such transfer assignment sub-letting licence or parting with the possession of the Leased Premises by the Lessee (hereinafter referred to as the "transfer or sub-letting"). It shall not be implied in any circumstances that the consent of the Lessor or of any such charge under this sub-clause will be or is liable to be forthcoming the Lessor hereby expressly reserving to itself the right in its absolute and uncontrolled discretion and without assigning any reason therefore to withhold its consent nor shall any previous consent by the Lessor or such charge be in anywise construed as relieving the Lessee from obtaining the express consent in writing of the Lessor or of any such charge to any further transfer or sub-letting. If the Lessor shall give such consent the instrument of transfer or sub-letting shall contain an unqualified covenant and agreement by the transferee or sub-lessee with the Lessor and with the Lessee that the transferee or Lessee will not further transfer or sublet the Leased Premises without first obtaining the consent in writing of the Lessor and if necessary of any charge to any further transfer or sub-letting and such instrument shall be approved by the Lessor's advocates and a stamped (and registered if necessary) counterpart thereof shall be deposited by the Lessee with the said advocates whose approval and handling charges shall be paid by the Lessee. For the purposes of this sub-clause if



the Lessee (or any transferee or sub-lessee of the Lessee) is a private limited liability company or unlimited company the transfer (whether in a single transaction or a series of transactions) of the beneficial interest in more than fifty per cent (50%) of its issued share capital or allotment or issue of any shares to persons other than its shareholders at the date hereof shall be deemed to be a transfer or sub-letting for the purposes hereof and shall require the consent of the Lessor and (if the case so requires) also of any such charge accordingly;

- (m) to supply a copy to the Lessor of any notice or direction or licence or consent or permission relating to the Leased Premises within seven (7) days of the receipt thereof by the Lessee;
- (n) to comply forthwith in all respects with the provisions of every enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted and every instrument regulation and by-law and every notice order or direction and every licence consent or permission made or given there under) so far as the same shall effect the Leased Premises and to indemnify the Lessor in respect of all such matters as aforesaid;
- (o) To perform and observe and also procure the performance and observance by the Lessee's servant's agent licensees and invitees of the rules and regulations (if any) as the Lessor may make from time to time for the management of the Leased Premises. The Lessee shall accept as final and binding the decision of the Lessor upon any matter arising out of such rules and regulations;
- (p) to perform and observe all covenants agreements conditions restrictions stipulations and provisions contained in the instrument under which the Property is held and not at any time to do or permit or suffer anything whereby the title to the Property may be avoided or forfeited and at all times keep indemnified the Lessor and its estates and effects from and against all actions proceedings costs damages claims and liabilities incurred by the Lessor for or in respect of any breach which may be committed by the Lessee during the said term of any of the said covenants agreements conditions restrictions stipulations and provisions;
- (q) not to permit or suffer to be done in or upon the Leased Premises or any part thereof anything which would or might be or become or cause a nuisance annoyance inconvenience or disturbance to any person whatsoever and pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying such nuisance;
- (r) Not to paint affix or exhibit any name or writing or any signboard placard or advertisement on the Leased Premises or the exterior of the Building save with the consent of the Lessor in writing.
- (s) To install in the Leased Premises only such fixtures and fittings and of such quality as shall be approved by the Lessor; 

- (t) not to drive any nails screws bolts or wedges in the floors walls or ceilings of the Leased Premises not to cut maim or injure any walls or timbers or any ceilings;
- (u) Not to make any alterations or additions whatsoever to the Leased Premises or any part thereof except with the previous consent in writing of the Lessor. Any alterations made to the leased premises with consent of the lessor, must be reinstated to its original state, prior to expiration or termination of the lease.
- (v) not to bring into or do or permit upon the Leased Premises anything which may invalidate any insurance of the Leased Premises or render any additional premium payable there under and in case of any additional premium becoming payable the amount thereof shall be repaid by the Lessee to the Lessor on demand;
- (w) not to permit or suffer to be done anything whereby any insurance of the Leased Premises against loss or damage by fire may become void or void able or whereby the rate of premium for such insurance may be increased and without prejudice to the generality of the foregoing not to store nor to permit or suffer to be stored upon the Leased Premises any inflammable materials other than such as may be permitted by the by-laws of the appropriate Municipal Authority and the insurers of the Lessor and to repay to the Lessor all sums paid by way of additional or increased premiums and expenses incurred by the Lessor in or about such insurance or the renewal thereof rendered necessary by a breach of this covenant and in the event of any insurance moneys being withheld or wholly or partially irrecoverable by reason of any breach of this covenant to indemnify the Lessor in respect of the cost of rebuilding or reinstating the Leased Premises;
- (x) Throughout the term of this Lease, and any renewals and extensions thereof (which are approved by the lessor) the lessee will maintain and keep in good repair all structural components of the Demised Premises, including, but, not limited to the floor, tiling, roof, plumbing, load bearing walls, and electrical and HVAC systems. The Lessee shall maintain and keep them in their current condition, all non-structural components of the Demised Premises, including interior wall finishes, electrical fixtures, doors and windows and its accessories. The lessee will be solely responsible for the upkeep and periodical maintenance of all the roofing, flooring, electricals and electrical fixtures (tube lights, bulbs sockets and cables etc), plumbing, air conditioners, (including its accessories, ducts and copper tubing, etc) Fixtures (doors, windows and their accessories). In the event Lessee fails to so maintain the applicable elements of the Demises Premises as set forth hereinabove, for such a period of time as may be reasonable to perform such repair and maintenance, the lessor has a right to enter the premises with or without notice to perform such maintenance or repair, and the lessee shall pay the costs incurred by lessor immediately on demand. 

- (aa) not without the previous written consent of the Lessor to introduce or permit to be introduced into any part of the Leased Premises any furniture machinery or other equipment or articles likely to overload the floors of the Leased Premises beyond the margin of safety from time to time prescribed by the Lessor's architect (to be ascertained by the Lessee from such architect) and to indemnify the Lessor against all loss and damage sustained by the Lessor arising out of a breach of this sub-clause. All mechanical equipment shall be fastened so as to absorb and prevent vibration noise and annoyance;
- (bb) To indemnify the Lessor against all actions claims and demands arising or resulting from exceeding at any times the maximum floor stress of the Leased Premises;
- (cc) to pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of every breach or non observance of the Lessee's covenants herein contained and to indemnify the Lessor's estates and effects from and against all actions claims liabilities costs and expenses thereby arising;
- (dd) immediately before the determination of the Term (whenever determined) well and sufficiently to clean off if necessary and paint with as many coats of plastic emulsion or other paint and in such manner quality and style and of such colour as the Lessor may determine all the inside parts of the Leased Premises previously or usually painted and at the same time to wash distemper (with lastic distemper if the Lessor so requires) or whitewash all such parts of the interior of the Leased Premises previously or usually washed distempered or whitewashed and to clean off varnish and polish all polished wood (if any) in a proper and workmanlike manner;
- (ee) to permit the Lessor or its agent or agents at any time during the three (3) months immediately preceding the termination of the Term of this Lease to enter upon the Leased Premises and to affix and retain without interference upon any part of the Leased Premises a notice for re-letting the same and to permit all persons authorised by the Lessor or its agent or agents to view the Leased Premises at reasonable hours in the daytime without interruption and if during the last month of the term of this Lease the Lessee shall have removed all or substantially all of the Lessee's property from the Leased Premises the Lessor may re-enter the Leased Premises without being liable to make any abatement in the rent hereby reserved and without incurring any liability to the Lessee for any compensation and any such acts of the Lessor shall have no effect upon this Lease.
- (ff) to yield up at the expiration or sooner termination of the Term hereby granted the Leased Premises to the Lessor together with the fixtures and fittings thereto in such good and tenantable repair and condition as shall be in strict accordance with the Lessee's covenants and agreements herein contained with all locks keys and fastenings complete, the Lessee's obligation to perform and observe such covenants and agreements shall survive the expiration or sooner termination of the term hereby granted. If the last day of the said Term shall fall on a Sunday



or Public Holiday then this Lease shall expire on the business day immediately preceding. The Lessor's right to vacant possession on the expiry or sooner determination of this Lease shall be deemed to be the essence of the contract between the parties hereto; and

- (gg) not to allow permit or suffer the Rent or any part thereof to fall in arrear for more than seven (7) days next after any of the days whereon the same ought to be paid as aforesaid whether the same shall have been demanded or not and not commit any breach non-performance or non-observance of any of the covenants agreements conditions restrictions stipulations and provisions herein contained and not (if the Lessee is a company) to permit or suffer or allow itself to be taken into or enter into liquidation whether compulsory or voluntary (except a voluntary liquidation for the purpose of solvent reconstruction) or receivership of (if the Lessee is an unincorporated person or persons) to allow permit or suffer himself or themselves to become bankrupt and in both cases not to enter into any arrangement with or for the benefit of the Lessee's creditors by composition or otherwise or suffer any distress or execution to be levied upon the goods of the Lessee.

4. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- (a) that the Lessee paying the Rent herein reserved and observing and performing the covenants on the part of the Lessee herein contained shall and may subject to the provisions of this Lease peaceably and quietly hold and enjoy the Leased Premises for the Term hereby granted without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:

- (a) If:
- (i) the Lessee fails to pay the Rent or any part thereof within seven (7) days from the due date of payment of the same or fails to pay or discharge any other obligation and liability payable or to be discharged by the Lessee; or
 - (ii) the rent hereby reserved or any part thereof shall remain unpaid for 7 days after becoming due and payable or if any covenant, condition or stipulation herein contained shall not be performed or observed by the Lessee within a stipulated time, the Lessor shall have the right to act as agents of the lessee and enter the Premises, dispose off the belongings and terminate the lease.
 - (iii) The Lessee breaches or fails to comply perform or observe any of the covenants agreements conditions and undertakings contained herein and to be complied performed and observed by the Lessee; or



Proceedings are taken for winding up the Lessee; or

- (iv) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or any part of the property assets or revenues of the Lessee; or
- (v) any judgement or order is made against the Lessee and is not complied with within seven (7) days or if any execution distress sequestration or other process is levied and enforced upon or sued out against any part of the property assets or revenues of the Lessee; or
- (vi) if the Lessee stops payment or agrees to declare a moratorium or becomes or is deemed to be unable to pay its debts as and when they fall due or if a notice is issued convening a meeting of the creditors of the Lessee or if the Lessee proposes or enters into any composition or arrangement with its creditors generally or any class of its creditor; or
- (vii) any material part of the property assets or revenues of the Lessee is sold or disposed of or threatened to be sold or disposed of whether in a single transaction or a number of transactions or is nationalised compulsorily acquired seized or appropriated; or
- (viii) any licence authorization consent or registration at any time necessary or desirable to enable the Lessee to comply with its obligations hereunder should be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect,

then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again repossess and enjoy as in its former estate and thereupon the term of this Lease shall absolutely determine anything herein contained to the contrary anywise notwithstanding but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants undertakings and agreements by the Lessee herein contained.

- (b) if the Lessee shall make default in paying any sum required to be paid pursuant hereto such sum shall be recoverable (whether formally demanded or not) as if rent in arrear and the power of the Lessor to distrain upon the Leased Premises for rent in arrear including any such sum as aforesaid shall extend to and include any tenant's fixtures and fittings not otherwise distrainable by law which may from time to time be thereon;
- (c) if the Leased Premises are so damaged or destroyed by fire as to be unfit for occupation or use in whole or in part and the insurance in respect thereof has not become vitiated by any act or omission of the Lessee then only the rent

excluding service charge hereby reserved or a proper proportion thereof according to the extent of the damage shall from the date of such damage or destruction and until the Leased Premises shall have been reinstated cease to accrue. The landlord will have 3 (three) months to reinstate the premises. If the landlord is unable to reinstate the premises within 3(three) months of the destruction, then the tenant will be entitled to cancel this lease by affording the landlord 3(three) calendar months written intention to do so. By upon cancellation of aforesaid the landlord will refund the tenant the pro-rata portion of the yearly rental and maintenance amounts.

- (d) The Lessor shall not be liable for any loss damage or injury to the Lessee the family, employees, servants, agents, visitors or licensees of or the property of the Lessee or of any such persons caused by the negligence of the lessee.
- (e) The Lessee shall indemnify the Lessor against all claims actions and proceedings by the Lessee's employees, servants, licensees, agents and others claiming through the Lessee in respect of any loss damage or injury;
- (f) The Lessor and the Lessor's agents have made no representations or promises with respect to the Leased Premises save and except as herein expressly set forth. The taking possession of the Leased Premises by the Lessee shall be conclusive evidence as against the Lessee that the Lessee accepts the same as they are and that the Leased Premises all fixtures fittings and all equipment and apparatus therein were in a good and satisfactory condition at the time such possession was taken.
- (g) Each and every one of the Lessee's covenants herein contained shall remain in full force both at law and in equity.
- (h) no provision in this Lease shall be waived or varied by either party hereto except by agreement in writing which agreement shall be prepared and if the case so requires be duly registered at the sole cost and expense of the Lessee; and
- (i) the failure of the Lessor to seek redress for any breach of or to insist upon the strict compliance of any of the terms and conditions of this Lease shall not impair any right power or remedy accruing to the Lessor or be construed as a waiver thereof. The rights and remedies of the Lessor herein are cumulative and not exclusive of any right or remedies provided by the law or otherwise. The receipt by the Lessor of any rent with knowledge of any breach of covenant shall not be deemed to be a waiver of such breach.
- (j) At the option of the Lessor all improvement made by the Lessee to the Leased Premises when made, at once deem to be attached to the Leased Premises and become a part thereof and at the end of the expiration of the Term, shall be surrendered to the Lessor in good order and condition as they were when installed, reasonable wear and tear expected.

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5. All stamp duties and registration fees and surveyors' fees (if any) in connection with the preparation and completion of this Lease and two counterparts thereof shall be paid by the Lessee.
6. All notices required under this Lease shall be in writing and shall in the case of notices to the Lessee be sufficiently served if addressed to the Lessee and delivered to the Leased Premises or forwarded to the Lessee by registered post/email at the address stated herein and in the case of notices to the Lessor be sufficiently served if forwarded to the Lessor by registered post/email at the address stated herein and so that any notice so posted shall be deemed to have been served.
7. All rents and other sums payable hereunder should be deemed to be exclusive of any value added tax or similar tax charged or chargeable in respect thereof and in the event that any competent taxing authority shall require that value added tax be levied on rental payments and any other sums payable hereunder the Lessee shall in addition pay amounts equal to the value added tax then levied. In addition, all payments due to be made by the Lessee hereunder shall be made free and clear of and without deduction for or on account of any present or future taxes. If at any time, whether now or in the future, any applicable law regulation or regulatory requirement or any competent taxing authority requires the Lessee to make any deduction or withholding in respect of taxes from any payment due under this Lease for the account of the Lessor the sum due from the Lessee in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lessor receives a net sum equal to the sum which the Lessor would have received had no such deduction or withholding been required to be made and the Lessee shall indemnify the Lessor against any losses or costs incurred by the Lessor by reason of any failure of the Lessee to make any such deduction or withholding.
8. Should the lessee fail or neglect to vacate the demised premises for whatever reason and hand over possession thereof to the LESSOR on the expiry or earlier termination of the Lease Agreement hereby creating such failure and event being on contravention of the provisions of the lease agreement, the LESSEE shall pay to the LESSOR mesne profit at a daily rate of USD 150 (United States Dollar One Hundred Fifty) for each day from the date of expiry or termination of the contractual period, as the case may be, until repossession of the demised premises with the contents by the LESSOR and that the LESSEE undertakes to pay the said mesne profit each day to the LESSOR during the period of such delay and default and it is further agreed that the provision for the liability and payment of mesne profit shall not prejudice in any way the right of the LESSOR to the possession of the demised premises on the expiry or termination of the term of lease agreement and/or to legal processes or otherwise for recovery of possession of the demised premises.
9. In this Lease, unless the context otherwise requires, references to:
 - (a) words denoting the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine gender and neuter and vice versa;

A handwritten signature in black ink, appearing to read "A. Amb. J.", is written over the end of the text in item 9(a).

- (b) Sub-clauses and clauses shall be construed as references to sub-clauses and clauses of this Lease;
 - (c) the expression "person" shall include any legal or natural person, partnership trust company joint venture government or any agency thereof local authority department or other body (whether corporate or unincorporated);
 - (d) Any statute or any provision of any statute shall be deemed to refer to any statutory modification or re-enactment thereof and to any statutory instrument order or regulation made there under or under any such re-enactment;
 - (e) the word "tax" shall be construed so as to include any tax, levy, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "taxation" shall be construed accordingly and the expression "competent taxing authority" means, in respect of any state or administrative division thereof, any governmental or local authority, monetary agency or central bank having power to collect or levy taxes;
 - (f) Costs, charges, expenses or remuneration shall be deemed to include, in addition, references to any value added tax or similar tax charged or chargeable in respect thereof;
 - (g) indemnifying any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance; and
 - (h) The expression "month" means a calendar month.
 - (i) any right of the Lessor to have access to the Leased Premises shall be construed as extending to any mortgagee or charge of the Leased Premises and to all persons authorised by the Lessor and any mortgagee or charge (including agents professional advisers contractors workmen and others nominated by the Lessor and/or any mortgagee or charge);
 - (j) any provisions in this Lease referring to the consent or approval of the Lessor shall be construed as also requiring the consent or approval of any mortgagee or charge of the Leased Premises but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or charge not unreasonably to refuse any such consent or approval; and
 - (k) "consent of the Lessor" or words to similar effect mean a consent in writing signed by Lessor and "approved" means authorised in writing by the Lessor.
10. The Lessee hereby accepts this Lease subject to the conditions restrictions and stipulations above set forth or referred to.
11. This Lease shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

Dunde Jg

12. IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed this 06th day of May, 2022.

FOR THE LESSOR:

SIGNED, STAMPED and DELIVERED on behalf of AL DUA ENTERPRISES LIMITED as one PARTY, this 17th day of MAY 2022.

Fghadiyali
AL DUA ENTERPRISES LTD.
P.O. Box 7316
DAR-ES-SALAAM
THE LESSOR

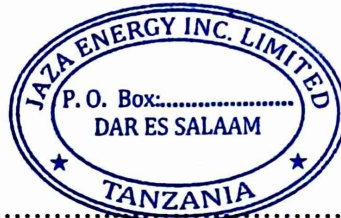
Name of Authorized Officer *FATEMA GHADIYALI*
Capacity *DIRECTOR*
Postal Address *P.O. BOX 7316, DSM*

WITNESSED BY:

Name *KARIMU A YAKUTI*
Postal address *DAR ES SALAAM (BONTOKWA)*
Capacity *MANAGER*
Signature *[Signature]*

FOR THE LESSEE:

SIGNED, STAMPED and DELIVERED on Behalf of JAZA ENERGY INC. LTD as the other PARTY, this 17th day of MAY 2022.



THE LESSEE

Name of Authorized Officer *DIANA KOMBE*
Capacity *OPERATIONS MANAGER*
Postal Address *P.O BOX 8951, DAR-ES-SALAAM*

WITNESSED BY:

Name *ERICK STEPHEN*
Postal address *9984 DUM*
Capacity *COMMISSIONER FOR OATHS*
Signature *[Signature]*

