

LEASE AGREEMENT

BETWEEN

GBP TANZANIA LIMITED

AND

**FALLZY ENERGY COMPANY
LIMITED.**

RELATING TO PREMISES LOCATED AT MANDELA ROAD ROAD
AREA AT PLOT NO. P17265,
TEMEKE IN DAR ES SALAAM CITY

Lease Agreement

This Agreement is made at Dar es Salaam the _____ day of _____, 2025

BY AND BETWEEN

GBP TANZANIA LIMITED, a limited liability company duly incorporated and existing under the laws of Tanzania, of Postal Office Box No. 3728, Dar es Salaam, Tanzania, hereinafter to be referred to as **the Lessor** which expression shall where the context so requires include the legal administrators, receivers and executors of the other part.

AND

FALLZY ENERGY COMPANY LIMITED, of of Tel: +255 717456557/ +255 688008822 Dar es Salaam – Tanzania, hereinafter to be referred to as **the Lessee** which expression shall where the context so requires include the legal administrators, receivers and executors of the other part.

WITNESSETH as follows:

- 1.0 The Lessor is the rightful and registered holder of an interest in land over the landed property at Plot Number P17265 located at Mandela Road, Mivinjeni, Temeke within Dar es Salaam city, as contained and including all the exhausted or unexhausted improvements together with all other developments and appurtenances; and TO HOLD part of the leased premises unto the Lessee for **five years** starting from 01st June 2025 to 30th May 2030 (herein referred to as the Lease Term).
- 2.0 The Lessee is interested to rent the office space on demised premises (*the space with approximation of 29.6 square meters*) in reference to the terms of this Agreement. The spaces rented shall be used for the purpose intended as agreed between both the parties in writing and not otherwise.

Now this Agreement witnesses as follows:

1. Definitions

In this Agreement the following expressions have the meanings specified:

- 1.1 **'Agreement'** means this Agreement read together with its appendices, annexes and



schedules, if any.

- 1.2 **'Lease'** means the lease created between the Lessor and the Lessee.
- 1.3 **'Lease Period'** means the period starting from 01st June'2025 to 30th May '2026. The Lease period is subject to renewal between the parties upon extension by mutual written Agreement.
- 1.4 **'Party'** means a Party of this Agreement.
- 1.5 **'Statutory Requirements'** means the requirements of any Act of Parliament or any regulation or any by-law of any Competent Authority which has any jurisdiction with regard to the Development.
- 1.6 **'Lessee'** means **FALLZY ENERGY COMPANY LIMITED** of Dar Es Salaam.

2. The Lease Period

- 2.1 The Lease Period shall commence on 01st June'2025 to 30th May '2030, the Lease Period shall be subject to renewal between the parties upon extension by mutual written Agreement.
- 2.2 This Agreement may be terminated by either party by giving a notice of 30 days to other party. The notice must be in writing and addressed to the parties of this Lease Agreement.
- 2.3 However, if this Agreement is terminated by the Lessor, the advance rental paid by the Lessee shall be proportioned against the months for the period until the date of physical handing over of the premises back to the Lessor and balance shall be refunded back to the Lessee.

3. Rental Payable

- 3.1 The amount of rental payable to the Landlord is all taxes exclusive and all other statutory withholding duties and taxes, for the term of the Lease Period shall be Tanzanian Shillings One Million only (TZS 1,000,000/=) per month equivalent to Tanzanian Shillings Twelve Millions only (TZS 12,000,000/=).
- 3.2 The Rent shall be paid in full in advance by the Lessee, within 30 days of Invoice being received by the Lessee. Furthermore, the rent hereinabove shall not at any time be in arrears and unpaid for more than thirty (30) days after the same shall have become due (whether legally demanded or not).



4. Taxes and Government Statutory Payments

- 4.1 All Taxes and Government Statutory payments under this agreement shall be paid and settled by the Lessee while in the duration of this Agreement and thereafter.
- 4.2 The Lessor shall be responsible to pay Property Tax and Land Rent only.

5. Security

The Lessee shall arrange and place security, the Lessor shall not be liable nor be held responsible against any security related matters.

The Lessor shall in no event be held responsible for any loss or damage the Lessee may have caused or suffered.

6. Covenants by the Lessee to the Lessor:

- 6.1 The Lessee is prohibited from selling or bringing into the demised premises Alcohol.
- 6.2 The Lessee shall not use the surrounding areas for Parking.
- 6.3 The Lessee is prohibited from selling or bringing into the demised premises any other goods/ items forbidden by the Government or any Government Agents.
- 6.4 To keep the said leased premises and appurtenances thereof including infrastructure, doors, windows and fixtures, fittings, electrical wire, generator, sanitary and water apparatus therein and the painting and decorations thereof in a good and substantial repair and good condition.
- 6.5 To repair and restore to tenable condition within a period of one calendar month After a written notice from the Lessor, failure to which shall permit the Lessor to conduct such repair at the cost of the Lessee.
- 6.6 To return and yield to the Lessor the demised premises at the end of the tenancy or date of termination in good state of repair in which they ought to be having regard to the provision hereinabove contained.
- 6.7 To pay the said rent to the Lessor at the times and in the manner aforesaid as stated in this Agreement.
- 6.8 Not to erect or cause to be erected on the demised premises any additions thereto, or to make alterations to any of the structures, fittings and fixtures without written consent from the Lessor.
- 6.9 Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage or inconvenience to the Lessor, occupiers of adjoining property or the neighborhood, including but not limited to installations and mounting of aerials for radios, televisions and other communications equipment or facilities excepted);

- 6.10 The Lessor shall not be liable for any injury to the Lessee, invitee, servants or visitors of any kind and wherever on the premises, including tradesman caused by diligent working of any machinery in the demised premises.
- 6.11 To comply with Municipal and Health Regulations relating to the demised premises and ensuring the license conditions of the Lessors are adhered to at all times.
- 6.12 To permit the Lessor or the Lessor's duly authorized agents at all reasonable times during the said term upon the Lessor giving at least twenty-four (24) hours previous notice access to the leased premises for inspection.
- 6.13 To pay water, electricity, security, garbage fees, fuel for generator and telephone, upon payment copies of which the Lessee shall ensure to submit to the Lessor.
- 6.14 Not at any time during the said term to sublet, assign or part with the possession of the leased premises or any part thereof.
- 6.15 To insure or cause to be insured and keep insured the demised premises and the fixtures therein against loss or damage by fire and such other risks as the Lessor deems desirable or expedient and to provide copies of the insurance policies to the Lessor.

7. Covenants by the Lessor to the Lessee:

- 7.1 To pay all land rents, Property tax, assessments, outgoing and impositions whatsoever which now are or shall at any time hereafter during the said term be charged assessed or imposed upon or in respect of the leased premises or any part thereof or on the Lessor in respect thereof.
- 7.2 That the Lessee paying the rent hereinabove reserved and performing and observing the several covenants' conditions and agreements herein contained and, on its part, to be performed and observed may peaceably hold and enjoy the leased premises during the term hereby granted without any interruption or disturbance from the Lessor or any person or persons lawfully claiming under or in trust for the Lessor.

8. Notices and Notifications

Any notice or notification required to be given under the provisions of this Agreement shall be in writing and may be affected by or to the Parties' respective address.

9. Variations to the Agreement

Notwithstanding anything to the contrary herein contained, the provisions of this lease agreement may (subject to the provisions of any law in force to the contrary)

be modified by an exchange of letters or addendum setting out the modifications mutually agreed between the parties hereto and shall after such exchange of letters or addendum be read and construed as so modified.

Any variation to this Agreement shall be in writing and signed by both the parties.

10. Whole Agreement

This Agreement constitutes the whole Agreement binding between the Parties upon execution and excludes all warranties or representations, whether express or implied, not stated herein.

11. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Tanzanian laws.

All disputes or differences whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this lease agreement both parties shall refer to one arbitrator in accordance with the Arbitration Ordinance (Cap.15) or any statutory requirement.

In event of either Part's failure or unwillingness to participate in the Arbitration process mentioned above, the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Commercial Division of the High Court of Tanzania.

12. Confidentiality

The Parties will not at any time during the term of this Contract or any time thereafter divulge or permit to be divulged to any third party (other than as required by law or by any appropriate regulatory body), all information contained in this Agreement, information relating to the business or affairs of the other party, its affiliates and related companies or any client of the other party are to be strictly treated as confidential at all times during and after the terms of this Contract.



In Witness Whereof the Parties hereto have duly executed these presents in the manner hereinafter appearing.

Signed & Sealed/ Stamped with the Common Seal/ Stamp of the said **GBP Tanzania Limited** and **Delivered** at Dar es Salaam in the presence of us

This ____ day of _____ 2025 within the Landlord herein above named.

Signature:	<u>[Signature]</u>	Signature:	<u>[Signature]</u>
Name:	<u>MUSTAFA A. KIDNY</u>	Name:	<u>BILAL ZUMA BUWA</u>
Postal Address:	<u>3728, DAR</u> <u>HEAD OF RETAIL AND</u>	Postal Address:	<u>3728 DAR ES SALAAM</u>
Qualification:	<u>LOGISTICS OPERATIONS</u>	Qualification:	<u>LEGAL MANAGER</u>



Signed & delivered by

FALLZY ENERGY COMPANY LIMITED,

and **delivered** at Dar es Salaam in the presence of us

This ____ day of _____ 2025 within the Landlord herein above named.

Signature:	<u>[Signature]</u>
Name:	<u>ALY MOHAMED</u>
Postal Address:	<u>80, DAR</u>
Signature:	<u>[Signature]</u>
Name:	<u>FAIZ ABU</u>
Postal Address:	<u>P. BOX 80, DAR</u>
Qualification:	<u>DIRECTOR</u>



[Handwritten mark]