

THIS LEASE AGREEMENT entered into on this 02 day of February 2026.

BETWEEN

ATHUMAN KAMBI of P.O. BOX 430 MTWARA, (hereinafter referred to as "the Landlord" which expression shall where the context so admits include its successors and assigns) of the one part,

AND

SONELL ENERGY LIMITED of P.O.BO 12288 Dar Es Salaam (hereinafter called "the Tenant") of the other part.

WITNESSETH that:

In consideration of the covenants and provisions hereinafter contained or implied and on the part of the Tenant to be performed and observed, the Landlord **DOETH HEREBY DEMISE** unto the Tenant situated along PLOT NO 15642 ..MTWARA, comprising of a vacant plot (hereinafter referred to as "the demised premises")

TO HOLD the same unto the Tenant for the term of five (5) years commencing from this 1st day of March. 2026 **YIELDING AND PAYINGTHEREFOR** the monthly rent of Tzs 2,000,000/= (Tanzania Shillings Two Million only) payable yearly in advance at the beginning of the term.

1. The tenant with intent that the obligations hereinafter set out may continue throughout the continuance of the terms hereby granted covenants and agrees with the Landlord as follows:

- (a) To pay the sum of Tsh 24,000,000.(Twenty four million shillings) as advance payment for a one year rent.
- (b) To use the plot for commercial purposes only.
- (c) To ensure all building permits are in order
- (d) To ensure all activities carried on the land are as per Government guidelines, regulations and licenses.
- (e) To pay and discharge all charges as per local government regulations.
- (f) 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 to occupiers of other property in the neighborhood.
- (g) Not to do or permit to be done anything whereby any policy of insurance in respect of the demised premises may become voidable or be avoided or cause the premiums under the policy to be increased.
- (h) Not to assign, sub-let or part with the possession of the demised premises or any part thereof without first requesting for, and receiving written consent from the Landlord.

PROVIDED ALWAYS that occupation of the demised premises by any person in the employment of the Tenant shall not constitute an assignment, sub-letting or parting with possession thereof.

- (i) To permit the Landlord or its agents and servants at all reasonable times in the day to enter upon and view the condition of the demised premises and to give or leave on the demised premises notice in writing of such defects and want of repair there found which the Tenant is liable to make good under the covenants hereinbefore contained.
- (j) Upon the expiration or sooner determination of the term hereby granted to peacefully yield up the demised premises.

2. The Landlord HEREBY COVENANTS with the Tenant as follows:

That the Tenant having paid the rent reserved and observing and performing the several covenants and stipulations herein on his part contained shall hold and have peaceful enjoyment of the demised premises during the said term without any interruption by the Landlord or any person rightfully claiming under, or in trust for it.

3. PROVIDED, AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that:

If the rent hereby reserved or any part thereof shall remain unpaid for 30 days after becoming due and payable (whether formally demanded or not), or if any covenant, condition or stipulation on the Tenant's part herein contained shall not be performed or observed, then and at any time thereafter the Landlord shall have a right to enter upon the demised premises or any part thereof. Thereupon, this demise shall immediately determine, but without prejudice to any right of action which the Landlord might have in respect of any antecedent breach of the Tenant's covenants herein contained.

If the Tenant shall be desirous of taking a lease of the demised premises for a further term of ONE year from the expiration of the term hereby granted, the Tenant shall not less than three months before the expiration of the term hereby granted give to the Landlord notice in writing of such desire, and if he/she shall have paid the rent hereby reserved and performed up to the termination of the tenancy hereby granted then the Landlord will let the demised premises to the Tenant for a further term of ONE year at rent to be mutually agreed on and subject in all other respects to the same stipulations as herein contained except this clause for renewal.

That acceptance at any time by the Landlord of any rent payable hereunder shall not operate or be construed or take effect as a waiver by the Landlord of any antecedent or then existing breach by the Tenant of any of the covenants, provisions, agreements, conditions and restrictions herein contained or implied and on the part of the tenant to be performed and observed or of any right or remedy of the Landlord by virtue of any such breach.

Should any misunderstanding arise in the interpretation of any clause or the whole of this contract at any particular moment in time parties shall refer the matter for mediation and the laws governing contractual relations in Tanzania shall be applicable.

IN WITNESS WHEREOF the parties hereto have executed this deed the day and the year first above mentioned.

SIGNED AND DELIVERED BY

Name: ATHMAN KAMBI

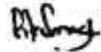
Signature: 

Postal Address: MTWARA

Qualification: LANDLORD

SIGNED and DELIVERED BY

Name: BABAJIDE OLUSOLA BABATOPE

Signature 

Qualification: DIRECTOR

IN MY PRESENCE;

Name: ... 

Signature:

Postal Address: P.O. Box 259, Mtwara

Qualification: ... 



TITLE No. 15642 Mtwara
REGISTERED 28.12.2012
AT 11:00 AM
Stamp Duty 1000
and Revenue Stamp No. 485778
at 21.12.2012 Issued
(S) [Signature]

Stamp Duty 1000
and Revenue Stamp No. 485778
at 21.12.2012 Issued
(S) [Signature]

Land Form No. 22

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(No. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 15642 Mtwara
L.O. No. 599367
MT/180914

The

21st

day of

JUNE

Two Thousand and Eighteen
(18000)

THIS IS TO CERTIFY that ATHUMANI KINGOME KAMBI of P.O. BOX 430, MTWARA (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety nine** years from the first day of **October, Two Thousand and Twelve** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2013 shall hereafter pay Rent of shillings **Nineteen Thousand Two Hundred fifty only (Shs 19,250)** only a year in advance on the first day of **July** in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier expenses as assessed by the Director responsible for Surveys and Mapping.
 - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.



- (iii) Building shall be in permanent materials.
 - (iv) Building plans to be submitted to the **Mtwara Mikindani Municipal Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building to be completed within thirty six months from the day of commencement of the Right.
3. **USER:** The land and the buildings to be erected thereon shall be used for **Residential purpose** only. Use Group "A" use classes (a) and (c), as defined in the Town and Country planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The Occupier shall not assign the right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
- The President may revoke the right for good cause or in public interest.



SCHEDULE

All land known as Plot No. 138 Block "LI" situate at Kilimshewa in Mtwara Municipality containing One Thousand Nine Hundred Twenty Five (1925) Square metre shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered K294 deposited at the Office of the Director for Surveys and Mapping at Dar Es Salaam.

Given under my hand and official seal this day and year first above written.

ASSISTANT COMMISSIONER FOR LANDS

I, the within-named **ATHUMANI KINGOME KAMBI** HEREBY accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said **ATHUMANI KINGOME KAMBI** who is known to me personally/identified to me by

The latter being known to me personally in my presence this Day of December 2017

Witness's
Signature:
Postal Address:
(Qualification)

MUTWARA
ADVOCATE



MTWARA MUNICIPALITY

INSET SHOWING DETAILS OF THE PLOT

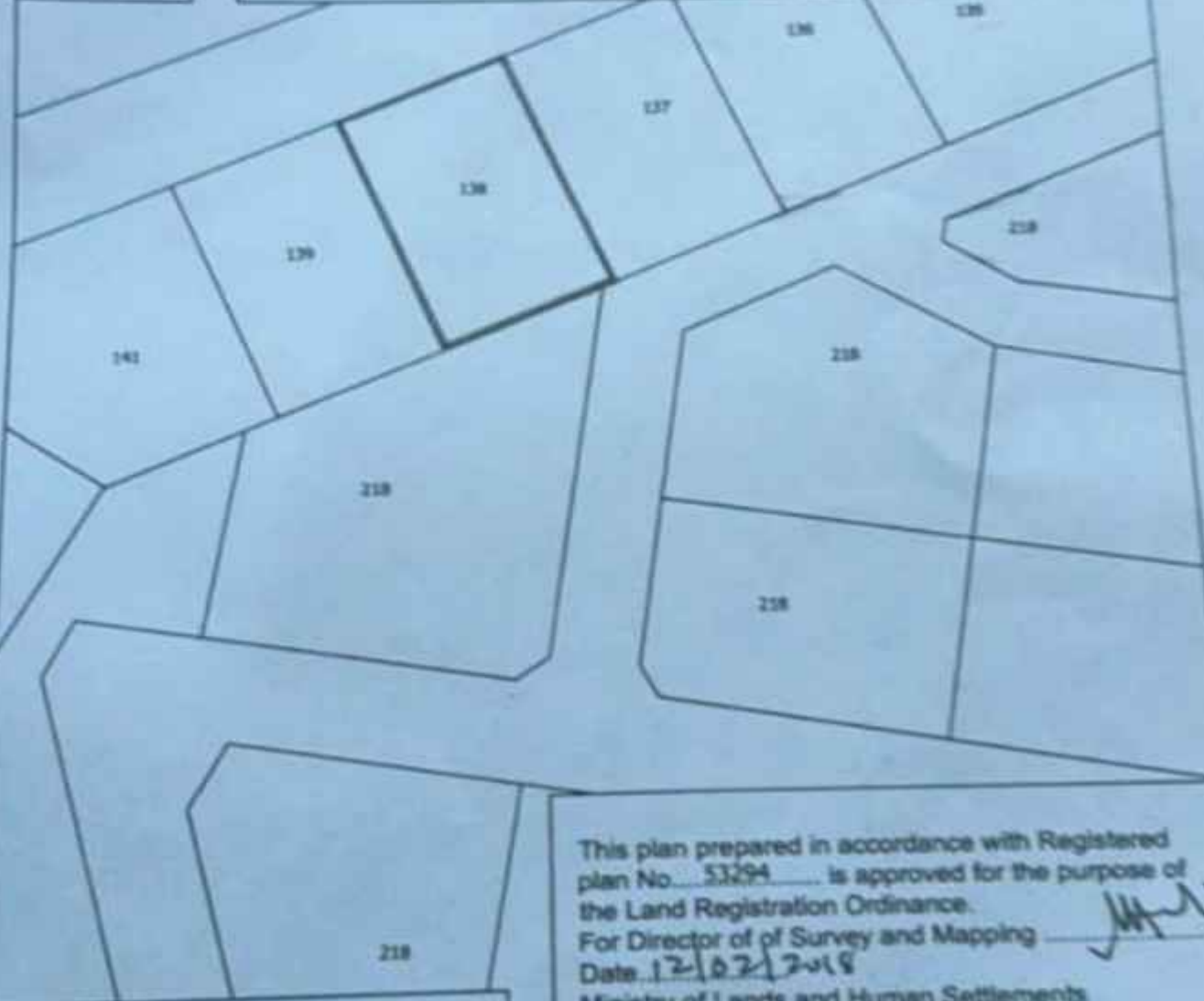
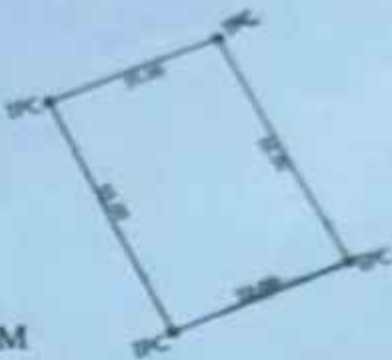
LOCATION... KILIMAHWEA.....

BLOCK: LL.....

PLOT NO: 138.....

L.O. NO: 599367.....

AREA: 1925 SQM



The issue of this plan implies no guarantee or admission of title by government.

This plan prepared in accordance with Registered plan No. 53294 is approved for the purpose of the Land Registration Ordinance.
For Director of of Survey and Mapping _____
Date: 12/02/2018
Ministry of Lands and Human Settlements Development, Dar es Salaam.