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IN RESPECT OF PREMISES SITUATED AT BUGURUNI AL HAMZA  
ILALA MUNICIPALITY WITHIN DAR ES SALAAM REGION.  
PLOT NO. 1829 BLOCK A.

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**MOBIKEY**

**AND**

**DIESEL CITY LTD**

**BETWEEN**

**LEASE AGREEMENT**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 01 day of March, 2018

Between

DIESEL CITY LIMITED of P.O. BOX 25367 Dar Es Salaam Tanzania herein after referred to as "LESSOR" (which expression shall where required or admit be deemed to include its successors and permitted assigns) of one part;

And

MOBIKEY of Dar es Salaam, Tanzania (herein after referred to as the "LESSEE" which the expression shall where the context so requires or so admits deem to include its successors or permitted assigns) of the other part.

WHEREAS the LESSOR is the owner of premises at Buguruni Al-Hamza Ilala Municipality within Dar Es Salaam City Plot No. 1829 Block A

AND WHEREAS the LESSOR is desirous of letting to the LESSEE the said industrial premises herein after referred as "the premises".

AND WHEREAS the LESSEE is able and willing to take under lease the demised premises under terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:-

1. The LESSOR HEREBY LETS to the LESSEE and the LESSEE HEREBY takes the demised premises, to hold the same for a period of Ten (10) YEARS from 01/03/2018 to 28/02/2028

2. IN CONSIDERATION of monthly rent of 1.5 USD per SQM with a total of 13,493 USD (United States Dollars Thirteen Thousand Four Hundred and Ninety Three) for 8995 SQM to be paid by the Lessee to the Lessor,

3. The LESSEE shall pay twenty four months' rent in advance on the first day of the lease. The agreed terms of payment should be as follows:

- a. 50% upon signing of the agreement
- b. 25% after two months

a) To pay during the said term the agreed rent without any deductions whatsoever, and to discharge all charges for water

9. THE LESSEE HEREBY COVENANTS with the Lessor to the intent that further to the obligation set forth herein above which shall continue throughout the Lease period covenants as follows:-

8. In the event the Lessor shall require the premises for their own use, on the expiry date of the tenancy agreement, they shall give a six month notice to the Lessee to that effect, and the Lessee shall, upon the expiry of the Lease Agreement give vacant possession to the Lessor.

7. The lease agreement may be extended for one or more further terms of ten years upon written agreement between the Lessor and the Lessee if notice to that effect shall be given by the Lessee to the Lessor at least six months prior to the expiry date and subject to the Lessee having satisfactorily observed the terms and conditions of this agreement.

6. This lease must be registered by the lessor with the ministry of lands (registrar of titles) within 3 months from the signature date of this contract.

5. The duration of the Lease in respect to the "Demised Premises" shall be for TEN (10) years renewable for equal periods upon agreement between the parties. The rent will increase 5% after the first FIVE (5) years. After this date any changes on the rent shall be agreed between the Lessor and the Lessee.

4. The rent payment shall be done in USD (United States Dollars) but in the event of a shortage of this currency in Tanzanian Financial Market then the payments will be done in TZS (Tanzanian Shillings) at the Bank of Tanzania exchange rate TZS/USD of the payment due date.

c. 25% upon starting of the business

and electricity consumed in the demised premises and for all telephone charges for calls made during the term of this tenancy

b) To bear, pay and discharge sewerage attributed to the demised premises.

c) At all times to keep the interior of the demised premises and the appurtenances thereof including the doors, windows and other glass, fixtures, fittings, fastenings, electric wires and fittings, waste water drains and other pipes and sanitary and water apparatus therein and painting and decoration thereof in good and substantial repair throughout the said terms.

d) Not to erect without the Lessor's prior written approval, any other building, structure, pipe wire or post upon the demised premises nor to make any alteration or improvement in addition thereto nor to commit or suffer to be cut, maimed or injured any of the roofs, walls, wires, pipes, drains appurtenances, fixtures or fittings thereto and report in writing to the Landlord any wants of repair of the structures and external parts of the demised premises.

e) To use and occupy the demised premises solely and exclusively for the purposes described in the Lessee business licenses.

f) Not to use or to suffer the, premises or any part thereof to be used for any illegal immoral purpose.

g) To keep the interior of the demised premises and the appurtenances thereof and paintings done by the LESSOR in a state of repair and condition (fair wear and tear acceptance) and to replace or pay, at the current market price for all or any

a) The LESSEE hereby paying the rent hereby reserved and observing and performing the covenants contained herein shall peacefully hold and enjoy the demised premises during the said term of the tenancy without any interruptions by the

**10. THE LESSOR HEREBY COVENANTS WITH THE LESSEE THAT:**

i) To yield up to the Landlord the demised premises with the LESSOR fixtures and fittings at the expiration or sooner determination of this tenancy in good substantial and condition (fair wear and tear accepted).

k) To keep the grounds of the demised premises in good order and condition.

j) To keep on the demised premises proper receptacles sufficient for the collection of all refuse and ensure the same are properly and regularly emptied.

i) Not to assign, sublet or part with the possession of demised premises or any part thereof without first obtaining or written consent of the LESSOR.

h) Not to do or suffer to be done on the demises premises any act, nuisance or disturbance to the LESSOR or the owner of occupiers of any adjoining neighbouring building.

of the LESSOR'S fixtures, fittings and appurtenances in the demises premises which have been damaged or destroyed beyond repair, in circumstances similar to those appearing in sub clause (o) of this clause.

11. This lease may be conclusively terminated at any time by either party for reasons of the parties fundamental breach of the

f) On the termination of this agreement, the Lessee has to deliver the premises in the initial conditions, unless agreed otherwise by both parties.

e) To permit the LESSOR and his agents all reasonable times of the day upon not less than 24 (twenty-four) Hours previous written notice addressed to and received by the LESSEE to enter upon the demised premises for the purpose of carrying out routine inspection and affecting thereon any repairs which the LESSOR may consider to be desirable or necessary but within the peaceful enjoyment of the premises by the LESSEE.

d) To pay and discharge all rates and taxes charges upon the demised premises by the City Council.

c) To keep the exterior and the roof of the building in good proper state of repair and condition and carry any structural repair that may be necessary.

b) In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire or by other Force Majeure, which shall not have been caused by the act, negligence or deliberate default of the LESSEE as be unfit for occupation and use, then the rent hereby reserved or a fair portion thereof according to the nature and extent of the damage sustained, shall be suspended until the demised premises shall again be rendered for occupation and used and shall be actually occupied and used by the LESSEE.  
LESSOR or the LESSOR'S agent or others under the LESSOR'S authority.

terms of the Lease agreement. Upon termination the Lessor shall refund the Lessee advance payment that has not been used for occupying the premises immediately.

12. If there occurs any change in legislation of equivalent, that renders it impossible for the Lessee or Lessor to perform under this lease, then the lease shall be immediately terminated and all advance payments to be immediately refunded to the Lessee.

13. Stamp Duty, registration fees and charges and other expenses in connection with the preparation of this agreement shall be borne by the LESSOR. 10% withholding tax will be retained by the Lessee and Lessor will receive from Lessee the proof of payment to the tax authorities.

14. All the rental payments to be done by the Lessee must be done to the following bank account:

Name : Diesel City Ltd

Bank : CBA

Branch : Ohio Branch

Account No.: 105301100027

Swift: CBAFTZTZ

IN WITNESS WHEREOF the parties hereto have executed these presents on the respective dates herein after appearing.

SEALD/STAMPED with the

Common Seal/Stamp

of the said DIESEL CITY LTD

This 01 day of 03 2018

Name Husnuudin Ali Mussa

Signature

Postal Address P.O. BOX Dar Es Salaam

Tanzania

Designation: Managing Director

SEALD/STAMPED with the common

Seal/Stamp of the said MOBIKEY

This 01 day of 03 2018

Name Jose Manuel Pereira Garcia

Signature

Postal Address P.O. BOX Dar Es Salaam

Tanzania

Designation: Managing Director

This 01 day of 03 2018

Name Guzik W. Kantai

Signature

Postal Address P.O. BOX Dar Es Salaam

Tanzania

Designation: Director

MOBIKEY TRUCK AND BUS LIMITED  
DAR-ES-SALAAM  
TANZANIA

