

LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is effective on ^{20th} Day of ~~December~~ 2024

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BETWEEN: **AKO GROUP LIMITED**, (the "**Lessor**") a Company organized and existing under the laws of the Tanzania o with its head office located at plot No. 29363, Urafiki Area, Ubungo, P.O.BOX 63314, Dar es Salaam.

AND: **APSONIC MOTO CHINA-AFRICA DEVELOPMENT LTD** (the "**Lessee**") A Company Organized and Existing Under the Laws of the United Republic of Tanzania TIN No. 178-464-205, TANZANIA.

WHEREAS, the Lessor agrees to lease a Godown Located at plot no 2212/202 GEREZANI FLUR II, 2213/202 GEREZANI FLUR II Area, Ilala Municipality (hereinafter referred to as "Premises") to Lessee

WHEREAS, on the request of the Lessee, the Lessor has agreed to grant a lease in respect of the Demised Plot with the size approximately to **1,508** square meters.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LEASE OF LAND

1.1. The Lessor hereby demises unto the Lessee the Godown situated at plot no 2212/202 GEREZANI FLUR II, 2213/202 GEREZANI FLUR II Area, Ilala Municipality, under the terms and conditions more fully set forth herein.

2. TERM AND LEASE COMMENCEMENT DATE

2.1. The Lease term (the "Term") shall be for the period of **FIVE (5) years** only commencing from the **20th December 2024 to 14th December 2029** with an option to renew after being communicated to both parties.

2.2. There will be no rental increment for the whole period of lease of Five years.

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3. RENT AND FINANCIAL MATTERS

3.1. Security Deposit. **No Deposit.**

3.2. Rental Obligation: The lessee agrees to pay a rental amount of Five United States Dollars (**5 USD**) per square meter of the Premises, **VAT EXCLUSIVE**. Therefore, the total monthly rental payable by the lessee shall be calculated as follow:

Size of Go down (1,508 square Meters) * Cost per Square Meter (5 USD).

Total Monthly Rental (in USD) = Seven thousand five hundred and Forty Dollars (USD 7,540) VAT Exclusive.

3.3. The rental payment shall be made in United States Dollars (USD) rather than Tanzanian Shillings (TZS). As of today, the exchange rate is 1 USD = 2,700 TZS. Accordingly, the landlord will receive no less than the USD equivalent of TZS 2,700. In the event that the Tanzanian Shilling appreciates against the US Dollar, the landlord will be paid an amount in USD equivalent to the current exchange rate, based on the current benchmark rate at the time of payment.

3.4. Withholding Tax shall be paid by the Lessee.

3.5. Penalty of late payment after 30 days from due date shall be 10% of the overdue amount per month.

Account details are as follows;

AKO GROUP LIMITED (USD ACCOUNT)

Bank Name: KCB BANK0

Account No.: 3300148057

Account Name: AKO GROUP LIMITED.

Payments shall be in made annually in advance, on the 19th of December each year throughout the contractual period.

4. CONDITIONS OF LESSEE'S OCCUPANCY AND POSSESSION


4.1. The Lessee shall pay the rent as aforesaid on the days and in the manner aforesaid.

4.2. The Lessee shall use the Land only for **GODOWN, ACCOMODATION and OFFICE PURPOSE.**

4.3. The Lessee shall be responsible for the maintenance and repairs of the Premises, including any structure repairs and maintenance of common arears into or upon

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- the Land or make any alterations or additions to the external appearance or any part of the Land only with the consent of the Lessor in writing.
- 4.4. The Lessee shall not use an area that is not allocated by the landlord. In case of use there will be extra cost.
 - 4.5. The Lessee shall keep and maintaining the interior and exterior condition of the Demised Land and the drainage thereof in good and tenable repair and condition by ensuring cleanliness and preventing any damage
 - 4.6. The Lessee acknowledges and agrees to accept the Premises in its current "as-is" condition. The Lessor makes no representations or warranties regarding the condition, quality, or suitability of the Premises for any particular purpose
 - 4.7. Inspection: The Lessee confirms that they have had the opportunity to inspect the Premises and conduct any due diligence necessary to assess its condition. The Lessee accepts full responsibility for any renovations, or improvements needed after the transfer.
 - 4.8. The lessor shall be responsible for necessary repair of utilities such as Toilets, Drainage system and ensure that water and electric bills are paid prior starting the contract.
 - 4.9. The Lessee, on paying the rent on the due dates thereof and in the manner herein provided, and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed, shall peaceably and quietly hold, possess and enjoy the Land during the Term without any interruption, disturbance, claim and demand by the Lessor or any Person lawfully claiming to be under or trust for the Lessor.
 - 4.10. During the course of construction, the Lessor and its representative may, upon reasonable prior notice to the Lessee, inspect, but shall have no duty or obligation to inspect, the Lessee's construction of improvements and the materials being used. If, as a result of such inspection, the Lessor or its representative shall determine that any materials do not substantially conform to, or that the improvements are not being constructed in accordance with the terms of this Lease, prompt notice thereof may be given by the Lessor to the Lessee specifying the nature of the deficiency or defect or omission. Upon the receipt of any such notice, the Lessee shall promptly take such steps as may be necessary to correct such defect. In the event that the Lessee fails to correct said defect, or commence to cure said defect within thirty (30) days after the Lessor's notice (or immediately, if an emergency) the Lessor shall have the right, but not the obligation, in addition to any other remedies available to the Lessor, to undertake the same at the Lessee's expense.
 - 4.11. Except as specifically set forth herein, all maintenance of the Leased Land shall be done by the Lessee at the Lessee's sole cost and expense.
 - 4.12. The Lessee shall be liable for any and all damage caused by the Lessee, its employees, agents or its invitees to the Leased Land.

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5. ACCEPTANCE OF LAND

- 5.1. The taking of possession of the Land by the Lessee on the Lease Commencement Date shall constitute an acknowledgment by the Lessee that the Leased Land is in good condition. Upon the Lessor's request, the Lessee shall provide written confirmation of the foregoing.

6. LESSOR'S RIGHTS AND RESPONSIBILITIES

- 6.1. **Access.** The Lessor or its authorized agent or representative will have the right to enter and examine the Land, except for secured areas, for any reasonable purpose with at least two (2) Business Days' prior written notice to the Lessee and in the presence of a designated Lessee representative or at any time in the event of an emergency. If the Leased Land is accessed by the Lessor or its authorized representatives in the case of an emergency, the Lessor shall inform the Lessee in writing within twenty-four (24) hours after such emergency, indicating the nature of the situation and the outcome.

7. INDEMNIFICATION

- 7.1. The Lessee agrees to hold the Lessor and its agents, officers, directors and employees harmless against all such claims, except to the extent resulting from the gross negligence or willful misconduct of the Lessor, its agents, contractors or employees during any period of the Term, or to the extent resulting from the ordinary negligence of the Lessor, its agents, contractors or employees during any period following the Management Change Date during which the Lessor is managing the Land. The Lessor and its agents, officers, directors and employees shall not be liable to the Lessee, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, compensation or claim arising out of or related to managing the Land, or repairing any portion of the Land.
- 7.2. The Lessor and Lessee agree that each will defend, indemnify and hold harmless the other for all claims, demands, actions, suits, proceedings, judgments, damages, losses, costs and expenses, including without limitation reasonable attorneys' fees, incurred by one Party (the "Indemnitee") to the extent resulting from any claim or action brought or threatened for acts or omissions of the other Party (the "Indemnitor"), and/or of the Indemnitor's servants, employees, agents, licensees or invitees for any breach, violation and/or nonperformance of any covenant or provision of this Lease applicable to the Indemnitor or negligence or

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any willful misconduct of the Indemnitor. This indemnification will remain in effect after the termination or expiration of this Lease.

8. TERMINATION AND RENEWAL OF THIS LEASE AGREEMENT

- 8.1. Either party may terminate this agreement by giving a prior notice of 90 days. However, in the event that the Tenant decides to terminate prematurely that is his tenure period has not elapsed then the rent paid shall be nonrefundable.
- 8.2. Renewal of this Lease Agreement shall be subject to the mutual agreement by the parties in this agreement;
- 8.3. The Lessee agrees to leave the Premises in a clean and safe condition, free of any waste or debris. The Premises shall be handed over in accordance with the "as-is" condition as described in this Agreement, without further obligations on the Lessor. Unless agreed otherwise between the parties at the time of termination.

9. FORCE MAJEURE

- 9.1. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of force majeure. A Party claiming the benefit of this provision, as soon as reasonably practicable after the occurrence of any such event, shall notify the other Party of the nature and extent of any such force majeure condition and use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

10. COVENANTS BINDING ON SUCCESSORS

- 10.1. This Agreement shall be binding as upon all successors of the Parties, which includes, but is not limited to, executors, personal representatives, estates, trustees, heirs, beneficiaries, assignees, nominees, and creditors of the Parties.

11. ASSIGNMENT AND SUBLETTING

- 11.1. No assignment of this Lease or subletting of the Leased Land is permitted without the prior written consent of the Lessor. The Lessor shall not unreasonably withhold or condition its consent to any proposed assignment or subletting.

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16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1. The Parties to this Agreement agree to attempt in good faith to resolve any conflicts, disputes, or claims arising out of this Agreement by negotiation between the Parties. If applicable, the Parties agree to consider the utilization of Alternative Dispute Resolution (ADR) procedures in situations concerning disputes between the Parties.

17. NOTICES

- 17.1. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at their respective addresses.

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A handwritten signature in blue ink, consisting of stylized initials and a large, decorative flourish on the right side.

IN WITNESS WHEREOF, the Parties have executed this Agreement on 8th Day of November 2024

LESSOR



Authorized Signature

XSEHWA KOKA
Print Name and Title

LESSEE



Authorized Signature

WANG WENZEC (Manager of BP)
Print Name and Title



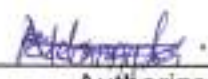
LESSOR WITNESS



Authorized Signature

WIMENDA MASHI
Print Name and Title
Legal Officer

LESSEE WITNESS



Authorized Signature

G.M Arlonic
Print Name and Title