

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "**Agreement**") is entered into between:

Transcargo Limited (a private company incorporated with limited liability in the United Republic of Tanzania) hereafter (the "**Landlord**") of P.O.Box 40920, Kurasini, Nelson Mandela Expressway, Dar es Salaam, Tanzania, on the one hand

and

Fuchs Lubricants Tanzania Limited (a private company incorporated with limited liability in the United Republic of Tanzania), hereafter (the "**Tenant**") of Plot 4, Nelson Mandela Road, Mandela Industrial Park, P.O. Box 24374, Dar es Salaam, Tanzania, on the other hand.



STATEMENT OF AGREEMENT:

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged;

Hereinafter the parties to the Agreement agree as follows:

<p>1. DEFINITIONS</p>	<p>When used in this Agreement, the following expressions will have the meanings indicated below:</p> <ul style="list-style-type: none"> a) "Landlord" shall mean Transcargo Limited; b) "Tenant" shall mean Fuchs Lubricants Tanzania Limited; c) "Additional Rent" means all amounts payable by the Tenant under this Agreement except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Agreement; d) "Base Rent" shall have the meaning ascribed to it in clause 2(c); e) "Building" means the entire property including buildings and structures and shared Common Areas and Facilities, located on Plot No. 4 Tabata, Dar es Salaam, Tanzania under Title Deed No. 167017 marked in Annex 3, of which the Landlord is the registered owner. f) "Utilities Service Charge" shall have the meaning ascribed to it in clause 6(c); g) "Security Deposit" shall have the meaning ascribed to it in clause 2(g); h) "Landlord's Insurance" means the insurance policy of policies maintained by the Landlord in respect of the
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	<p>Building covering damages, as placed by the Landlord from time to time, acting prudently;</p> <p>i) "Hazardous Material" means items that might unreasonably increase the danger of fire or explosion, or that might be deemed hazardous or extra hazardous by insurance industry standards;</p> <p>j) "Common Areas and Facilities" means all areas and facilities within the Building that are not designated by Landlord for the exclusive use of Tenant or any other tenants or occupant of the Building, including the parking areas, perimeter roads, pedestrian sidewalks, landscaped areas, trash enclosures, recreation areas and other amenities;</p> <p>k) "Office Space" means the 315 square meters of Office Space within the Building as marked in Annex 1;</p> <p>l) "Warehouse" means the 750 square meters of Warehouse space within the Building as marked in Annex 2;</p> <p>m) "Premises" means the Office Space and Warehouse in the Building, to be rented by the Tenant from the Landlord pursuant to the terms and conditions of this Agreement.</p>
<p>2. LEASE COMMENCEMENT, TERMS AND NOTICE</p>	<p>The Terms of this Agreement shall be constructed and governed in accordance with the laws of The United Republic of Tanzania.</p> <p>a) Term: This Agreement will commence on 31/07/2022, (the "Commencement Date"). Unless terminated early or extended in accordance with the Agreement, the lease shall continue for a period of Three (3) Years, ending on 31/07/2025 at 12:00am EAT (the "Termination Date")</p> <p>b) Base Rent: The Tenant shall pay to the Landlord, from the Commencement Date as outlined in section 2 and throughout the term of this Agreement, USD 17.00 (Seventeen dollars) per square meter for the Office Space (amounting to USD 17.00 X 315 square meters = 5,355 USD) Total plus VAT at the applicable rate, currently 18%); and USD 4.50 (Four dollars, Fifty cents) per square meter for the Warehouse (amounting to USD 4.50 x 750 square meters = 3,375 USD) Total plus VAT at the applicable rate, currently 18%)</p> <p>c) Base Rent Terms: The Base Rent shall be payable by the Tenant to the Landlord pursuant to the following schedule. Base Rent payable in advance per the below shall be held by the Landlord without interest and shall be applied by the Landlord on account of the installment of Base Rent as it falls due. Base Rent is due no later than the payment deadline date.</p>

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2

Office Space Schedule (excluding VAT):

Amount (USD)	Payment Deadline	For Period
16,065.00	31/07/22	31/07/22 - 31/10/22
16,065.00	31/10/22	01/11/22 - 31/01/23
16,065.00	31/01/23	01/02/23 - 30/04/23
16,065.00	30/04/23	01/05/23 - 31/07/23
16,065.00	31/07/23	01/08/23 - 31/10/23
16,065.00	31/10/23	01/11/23 - 31/01/24
16,065.00	31/01/24	01/02/24 - 30/04/24
16,065.00	30/04/24	01/05/22 - 31/07/24
16,065.00	31/07/24	01/08/24 - 31/10/24
16,065.00	31/10/24	01/11/24 - 31/01/25
16,065.00	31/01/25	01/02/25 - 30/04/25
16,065.00	30/04/25	01/05/25 - 31/07/25

Warehouse Schedule (excluding VAT):

Amount (USD)	Payment Deadline	For Period
10,125.00	31/07/22	31/07/22 - 31/10/22
10,125.00	31/10/22	01/11/22 - 31/01/23
10,125.00	31/01/23	01/02/23 - 30/04/23
10,125.00	30/04/23	01/05/23 - 31/07/23
10,125.00	31/07/23	01/08/23 - 31/10/23
10,125.00	31/10/23	01/11/23 - 31/01/24
10,125.00	31/01/24	01/02/24 - 30/04/24
10,125.00	30/04/24	01/05/22 - 31/07/24
10,125.00	31/07/24	01/08/24 - 31/10/24
10,125.00	31/10/24	01/11/24 - 31/01/25
10,125.00	31/01/25	01/02/25 - 30/04/25
10,125.00	30/04/25	01/05/25 - 31/07/25

d) Taxes Payable:

- i. **Value Added Tax:** Payable per installment to the Landlord by the Tenant at the applicable rate, currently 18% (eighteen per cent), on the Base Rent.
- ii. **Withholding Tax:** Deducted from the Base Rent and payable annually by the Tenant on behalf of the Landlord, currently 10% (ten per cent).
- iii. **Stamp Duty:** Payable by the Tenant at the applicable rate, currently 1% (one per cent) of the annual Base Rent.

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- e) **Payment Method:** All payments under this Agreement shall be payable by TT transfer to the Landlord's designated account of choice with details to be shared immediately upon signing of this Agreement. The Tenant shall obtain from the Landlord a tax invoice for rental payments. The Tenant shall be responsible to make any and all payments in accordance to deadlines outlined under relevant sections. If any amount under this Agreement remains unpaid for more than thirty (30) days after due, then such unpaid amounts shall bear interest at the rate of two (2) % per month until paid.
- f) **Security Deposit:** On the Commence Date, the Tenant will pay the Landlord a Security Deposit equal to the amount payable for one (1) months Base Rent to be held by the Landlord without interest, which equals USD Eight Thousand, Seven Hundred and Thirty (USD 8,730.00) (the "**Security Deposit**"). The Landlord will return the Security Deposit to the Tenant at the end of this Lease Agreement, less such deductions for any repairs and/or maintenance as surveyed within thirty (30) days after the end of this Agreement. The Security Deposit will not be considered as payment for Base Rent and will be payable again on any renewal or extension of a new agreement.
- g) **Termination:** The Agreement may be terminated at any time by the Landlord and/or the Tenant, upon written signed notice to the other party three (3) months in advance. Notice shall be deemed to have been sufficiently given when either party is served personally or when sent by registered or certified mail to the addresses set forth in this Agreement. The Landlord shall not be liable, or be liable to perform any additional services or incur any additional expense after the receipt of notice of termination from the Tenant has been received.
- h) **Renewal:** Provided the Tenant is not in default in the performance of this Agreement, the Tenant shall have the option to renew the Agreement for an additional term(s) commencing on the Termination Date. All of the terms and conditions stipulated in this Agreement shall apply during each renewal term, except that the Base Rent shall be reassessed at each renewal interval.
- i) **Notice of Renewal:** The Tenant's option to renew the Agreement shall be exercised by written notice given to the Landlord not less than three (3) months prior to the Termination Date. If notice is not given in the manner provided herein within the time specified, this option shall lapse and cease.

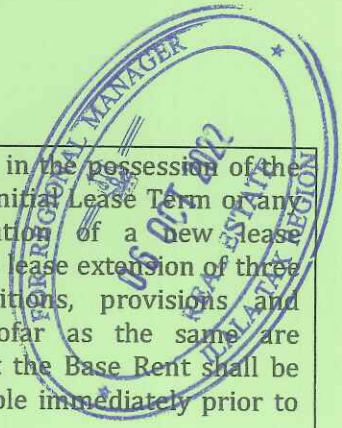
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4



	<p>j) Holding Over: If the Tenant remains in the possession of the Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease Agreement, it shall be deemed to be a lease extension of three (3) months, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to the Tenant, except that the Base Rent shall be two (2) times the Base Rent applicable immediately prior to the expiration of the Term.</p>
<p>3. PREMISES USE, OCCUPANCY AND RESTRICTIONS</p>	<p>With respect to the terms and conditions of this Agreement and the subsequent use and occupancy herein;</p> <p>a) Use and Occupancy: The Tenant shall use and occupy the Premises for commercial requirements and as contractually agreed, shall lease the property for warehousing of lubricants, greases and related products/materials, and office related activities only. The Premises shall be used for no other purpose without the advance written consent of the Landlord. Tenant shall operate the Premises in a clean and dignified manner and in compliance with all applicable laws, bylaws, regulations, rules and ordinances. The Tenant shall provide their own internal janitorial services. The Tenant shall use the Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Building, as the same may be amended from time to time. Tenant agrees as follows:</p> <ul style="list-style-type: none">I. All loadings and unloading, delivery and transportation of goods shall be conducted in such areas and through specific entrances/exits designated by the Landlord.II. No permanent coverings, such as shades, coverings or roofs shall be fitted on the Premises unless approved by the Landlord.III. No smoking will be permitted on the Premises outside designated areas determined by the Landlord.IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by the Landlord. Tenant shall not burn trash or garbage in or about the Building.V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Premises, or on other

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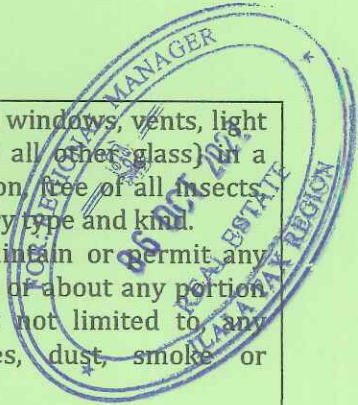
	<p>areas of the Building without prior written consent of the Landlord.</p> <p>VI. No loudspeaker, television, phonograph, jukebox, radio, or other device shall be used in a manner so as to be heard by other persons or tenants who are within the Premises or occupying other sections of the Building without written consent from the Landlord.</p> <p>VII. No activity will take place on the Premises or common areas, which shall cause any odor that can be smelled by other persons or tenants who are within the Premises or occupying other sections of the Building.</p> <p>VIII. The Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, sidewalks, driveways, loading and unloading platforms, parking, stairways, storage areas, mechanical and electrical rooms and green areas.</p> <p>IX. The plumbing facilities on the Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any brakeage, stoppage, or damage resulting from violation of this provision shall be borne by the Tenant.</p> <p>X. The Tenant shall be responsible for the proper storage and disposal of all items and products handled in their care. Any and all items must comply with the laws and bylaws of the national environment management authority and any such disposals of items deemed harmful must be done so in the rightful and safest manner.</p> <p>XI. The Tenant must keep all windows, windowsills, window frames and any additional interior signs of the Premises clean.</p> <p>XII. No merchandise shall be stored in the Premises except that which the Tenant is handling and/or selling in the normal course of business.</p> <p>XIII. No auctions or tent sales shall be held within the Premises or on or within any portion of the Building, except with the prior written consent of the Landlord.</p> <p>XIV. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising, or interior display if, in Landlords opinion, the continued use thereof would impair the reputation of the Building as a first-class facility or is otherwise out of harmony with the general character thereof, and upon notice from the Landlord shall forthwith refrain from or discontinue such activities.</p> <p>XV. The Tenant shall keep the Premises (including without</p>
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	<p>limitation interior portions of all windows, vents, light fixtures, air systems, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.</p> <p>XVI. The Tenant shall not cause, maintain or permit any private or public nuisance in, on or about any portion of the Premises, including, but not limited to, any offensive odors, noises, fumes, dust, smoke or vibrations.</p> <p>b) Environmental Restrictions:</p> <ul style="list-style-type: none">I. The Tenant shall not use the Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Material and that the Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto.II. The Landlord shall have the right, but not the duty, to inspect the Premises and conduct inspections thereon should Landlord have a reasonable belief there is Hazardous Material on the Premises. In the event such material has been found present, and the Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Premises to remedy any contamination found thereon. <p>c) No Lien Permitted: No person shall ever be entitled to any Lien, directly or indirectly, derived through or under tenant, or through or under any act or omission of Tenant, upon the Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Premises or the proceeds thereof, for or on account of any labour or materials furnished to the Premises, or for or on account of any matter or thing whatsoever; and nothing in the Agreement contained shall be constructed to constitute a consent by the Landlord to the creation of any Lien. In the event that any such Lien shall be filed, the Tenant shall cause such Lien to be released within twenty one (21) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such Lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such Lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such Lien or to post a bond indemnifying Landlord against foreclosure of any such Lien as above provided, Landlord, after notice to Tenant, may discharge such Lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable</p>
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	as Additional Rent hereunder at the next rent payment date.
<p style="text-align: center;">4. REPAIRS, IMPROVEMENTS AND MAINTENANCE</p>	<p>a) Condition and Acceptance of Premises: The Tenant accepts the Premises in its condition on handover date, being that date on which the Landlord hands the keys to the Premises to the Tenant and the Tenant accepts such keys. The handover date shall be on or before the Commencement Date. The Tenant acknowledges that the Premises is in good order and repair, unless otherwise specified by the Tenant. By occupying the Premises, the Tenant shall be conclusively deemed to have accepted the Premises as being in the condition required by this Agreement. The Tenant shall have a fourteen (14) day waiting period to discover any defects and shall notify Landlord immediately of the same.</p> <p>b) Right to Improvements: All lease improvements (other than Tenants trade fixtures), such as light fixtures and ventilation and air conditioning equipment, shall remain the property of the Landlord. All Tenants trade fixtures shall remain the property of the Tenant, subject at all times to any of Landlord's liens for rental and other sums which may become due to Landlord under this Agreement or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Agreement, provided that Tenant is not in default in any of the terms and provisions of this Agreement.</p> <p>c) Risk and Loss of Tenant's Personal Property:</p> <ol style="list-style-type: none"> I. All of the Tenants personal property, which may at any time be in or around the Premises, shall be at the Tenant's sole risk, or at the risk of those claiming under Tenant. II. Landlord shall not be liable for any damage or damages to said personal property or loss of business suffered by Tenant, which may also be suffered by water from any source including the bursting, overflowing or leaking of sewer or stream pipes or from the temperature regulating systems or plumbing fixtures or from fire suppression systems. <p>d) Fixtures and Furnishings Provided by Landlord: The Landlord shall provide the following fixtures and furnishings corresponding to locations;</p> <ul style="list-style-type: none"> • Air Conditioning and Ventilation - Interior of Premises; • Cameras - Exterior of the Premises • Lighting - Interior and Exterior of Premises • Windows - Interior of the Premises • Doors - Interior and Exterior of the Premises • Tiles - Interior of the Premises

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- **Fire Fighting System** - Interior and Exterior of the Premises
- **Dock Bumper** - External of the Premises
- **PPE Signage** - Exterior of the Premises
- **Plumbing Fixtures** - Interior and Exterior of Premises
- **Electrical** - Interior and Exterior of Premises.

The Tenant will be responsible to inform the Landlord of any defective fixtures and/or furnishings so as to ensure proper maintenance is conducted on the Tenant's behalf. The Tenant shall be responsible for any and all maintenance costs for the above-listed items in respect to the Premises resulting from damages and/or loss of items, save for wear & tear.

e) Repairs and Maintenance: With respect to repair and maintenance obligations;

I. The Landlord shall be responsible for repairing and maintaining at its sole cost and discretion the Building and Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following

- Foundation and structural components of the Building
- Common Areas and Facilities
- Camera installed on the exterior of Building
- Exterior walls
- Roof, gutters and downspouts
- Parking lot
- Driveway
- Sidewalk
- Air conditioning
- Ventilation
- Electrical system
- Exterior fitting and fixtures

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements in respect of the Premises that are made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Premises and any portion of the Building or Common Areas and Facilities, without abatement of Rent; provided, however, that if any such repairs or maintenance disrupt the Tenant's business operations, the Tenant and Landlord shall mutually agree the way forward.

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	<p>f) Tenant's Obligation to Repairs and Maintenance: All maintenance, repairs, or replacements relating to the Premises, which are not the obligation of the Landlord, shall be the obligation of the Tenant and shall be borne by the Tenant and Tenant's sole cost and expense. Tenant shall keep and maintain the Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following through the Landlord:</p> <ol style="list-style-type: none"> i. Broken/cracked window, window and door frame - Interior of the Premises ii. Tiles - Interior of the Premises iii. Air Conditioning - Interior of the Premises iv. Plumbing Fixtures - Interior of the Premises v. Fire Fighting system - Interior of the Premises <p>g) Remodeling: The Tenant shall not do the following:</p> <ul style="list-style-type: none"> • Paint, decorate, or in any way change the exterior (or the appearance) of the Premises without prior written consent of the Landlord, which consent will not be unreasonably withheld. • Remodel; make additions, alterations or structural changes to the interior of the Premises without prior written consent of the Landlord, which consent will not be unreasonably withheld. • Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.
<p>5. INSURANCE AND INDEMNIFICATION</p>	<p>a) Landlord's Insurance: The Landlord shall keep the Building (but not the contents thereof or any personal property or trade or business fixture of Tenant) adequately insured against loss or damage by fire and other perils normally covered by standard insurance policies chosen by Landlord at their sole discretion. Landlord may also maintain any other insurance policy related to the Building as Landlord deems appropriate.</p> <p>b) Tenant Insurance: The Tenant takes full responsibility to insure the contents of all personal property, trade and/or business fixtures of the Tenant within the Premises against loss or damages by fire and other perils.</p> <p>c) Mutual Hold Harmless: It is agreed that the Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Premises which results from the</p>

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	negligent acts or omissions of Tenant, its officers, agents or employee, in the performance of this Agreement.
<p style="text-align: center;">6. SIGNAGE AND UTILITY SERVICE CHARGE</p>	<p>a) Signage: The Tenant is permitted to install signage acceptable on the front of the Premises, subject to request and approval from the Landlord. Any such signage must comply with the requirements of the Landlord, who reserves the right to reject any signage design or sizing it feels is inappropriate for any reason in its sole discretion. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the signage. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.</p> <p>b) Parking Space: At no additional cost and on a reserved and assigned basis, the Tenant is permitted to use three (3) designated vehicle parking spaces within the Building, along with any undesignated parking spaces outside the Building on an unreserved and unassigned basis. Out of the 3 designated parking spaces, two (2) are allocated for the Office Space and one (1) for the Warehouse. The Tenant shall not permit or allow any vehicle that belongs to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein, then Landlord reserves the right to remove or tow away any obstruction and charge the cost to the Tenant, payable within seven (7) days. The Landlord assumes no responsibility for any damage to person or property arising out of this rental. The Landlord assumes no responsibility for costs arising from any infringement of the parking rules set out by the authorities controlling the car park. The designated parking spaces cannot be sublet, reassigned or transferred without Landlord's prior written consent.</p> <p>c) Utility Service: Commencing on the date on which the Landlord delivers possession of the Premises to the Tenant, the Tenant shall enjoy as outlined in section 6 and throughout the terms of this Agreement, the utilities as outlined;</p> <ol style="list-style-type: none"> i. Water ii. Landscaping iii. External cameras iv. External lighting v. Parking space vi. Garbage disposal vii. Sewage disposal viii. Security ix. Generator

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11

- x. Exterior janitorial services
- xi. Common staff bathrooms
- xii. Repairs and maintenance stipulated in clause 4(e)(i)

The Tenant shall pay the Landlord USD Eight Hundred and Fifty (850.00 dollars) per month for the all Utilities in connection with the Office Space as per the at the following schedule below;

Utility Service Charge Office Schedule (excluding VAT):

Amount (USD)	Payment Deadline	For Period
2,550.00	31/07/22	31/07/22 - 31/10/22
2,550.00	31/10/22	01/11/22 - 31/01/23
2,550.00	31/01/23	01/02/23 - 30/04/23
2,550.00	30/04/23	01/05/23 - 31/07/23
2,550.00	31/07/23	01/08/23 - 31/10/23
2,550.00	31/10/23	01/11/23 - 31/01/24
2,550.00	31/01/24	01/02/24 - 30/04/24
2,550.00	30/04/24	01/05/22 - 31/07/24
2,550.00	31/07/24	01/08/24 - 31/10/24
2,550.00	31/10/24	01/11/24 - 31/01/25
2,550.00	31/01/25	01/02/25 - 30/04/25
2,550.00	30/04/25	01/05/25 - 31/07/25

The Tenant shall pay the Landlord USD Three Hundred and Seventy Five (375.00 dollars) per month for the all Utilities in connection with the Warehouse Space as per the at the following schedule below;

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Utility Service Charge Warehouse Schedule (excluding VAT):

Amount (USD)	Payment Deadline	For Period
1,125.00	31/07/22	31/07/22 - 31/10/22
1,125.00	31/10/22	01/11/22 - 31/01/23
1,125.00	31/01/23	01/02/23 - 30/04/23
1,125.00	30/04/23	01/05/23 - 31/07/23
1,125.00	31/07/23	01/08/23 - 31/10/23
1,125.00	31/10/23	01/11/23 - 31/01/24
1,125.00	31/01/24	01/02/24 - 30/04/24
1,125.00	30/04/24	01/05/24 - 31/07/24
1,125.00	31/07/24	01/08/24 - 31/10/24
1,125.00	31/10/24	01/11/24 - 31/01/25
1,125.00	31/01/25	01/02/25 - 30/04/25
1,125.00	30/04/25	01/05/25 - 31/07/25

- d) The Utility Service shall not include electricity. The Tenant shall pay the Landlord for electricity utilized within the Premises. Upon signing of this agreement, The Landlord shall install an independent meter unit in the warehouse to calculating the Tenant's electricity consumption and the same shall be calculated and included in the payments and schedules.
- e) The Tenant will be required to share with the Landlord all specifications of any machinery and/or equipment wished to be utilized on the premises for verification purposes. Should at any point during the lease period any machinery and/or equipment belonging to The Tenant for intended purpose not be approved by the Landlord for reasons of incompatibility with the facility's electrical capacity will the generator not be considered part in parcel of the Utility Service.
- f) If the Landlord reasonably determines that Tenants Share of Utility Expenses is not commensurate with Tenants use of such services, Tenant shall pay to Landlord the amount which is attributable to Tenants use of the utilities or similar services, as reasonably estimated and determined by Landlord, based upon factors such as size of the Premises, intensity of use of such utilities by Tenant along with input factors such as fuel cost. The Tenant shall pay the portion of such charges reasonably consistent with Tenants use of such utilities and similar services.

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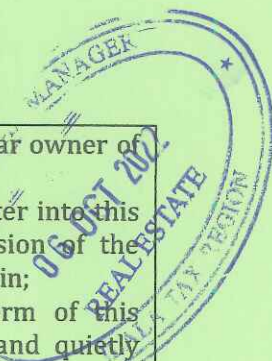
LANDLORD INITIAL: *[Signature]*

13

<p style="text-align: center;">7. ACCESS, SURRENDER AND ASSIGNMENT</p>	<p>a) Access: The Tenant shall permit the Landlord to inspect or examine the Premises during business hours upon advance written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make any such repairs, alterations, improvements, or additions in the Premises or the Building, of which the Premises is a part of, that the Landlord may deem necessary.</p> <p>b) Surrender: The Tenant shall deliver and surrender to the Landlord possession of the Premises upon expiry of this Agreement, or upon early termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date detailed in Section 2, save for wear & tear.</p> <p>c) Removal and Restoration: Any and all trade fixtures and equipment installed by the Tenant may be removed by the Tenant at any time, provided that the Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage(s) caused to the Premises by the removal of any such trade fixtures and equipment, Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by the Tenant and may be retained or disposed by the Landlord. The Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Premises upon termination of the tenancy created by this Agreement in the same condition as the Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty accepted.</p> <p>d) Assignment and Subletting: The Tenant shall not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer to any third party. The Landlord will not assign this lease without notifying and obtaining consent from the Tenant.</p> <p>e) Substantial Damage: In the event the Premises or the Building of which the Premises constitutes a part of shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed 50% of the then replacement value thereof, then the parties may, at their option, within thirty (30) days after the occurrence of such casualty, terminate this Agreement upon written notice.</p>
<p style="text-align: center;">8. REPRESENTATIONS</p>	<p>a) Landlord: The Landlord represents and warrants to the Tenant that, as of the date of this Agreement:</p>

TENANT INITIAL: 

LANDLORD INITIAL: 



<p>AND WARRANTIES</p>	<ul style="list-style-type: none"> i. Landlord is the registered and free and clear owner of the Building; ii. Landlord has the right and authority to enter into this Agreement and grant the Tenant possession of the Premises and the other rights set forth herein; iii. Tenant shall at all times during the Term of this Agreement have the right to peacefully and quietly have, hold, occupy and enjoy the Premises, subject to the terms of this Lease without hindrance or molestation from the Landlord or any person claiming by, from or under the Landlord; iv. The persons executing this Agreement on behalf of the Landlord are duly authorized to bind the Landlord. <p>b) Tenant: The Tenant represents and warrants to the Landlord that, as of the date of this Agreement:</p> <ul style="list-style-type: none"> i. All Action necessary to authorize the execution of this Agreement has been taken by the Tenant; ii. Tenant has the power to enter into this Agreement; iii. The persons executing this Agreement on behalf of the Tenant are duly authorized to bind the Tenant; iv. The Tenant is duly recognized, valid and in good standing in accordance with the laws of The United Republic of Tanzania; v. This Agreement is legal, valid and binding upon the Tenant and Landlord, and this Agreement is enforceable in accordance with its terms.
<p>9. DEFAULT TO TERMS AND CONDITIONS</p>	<p>a) Rights in Event of Default of Tenant: If the Tenant shall abandon or vacate the Premises or fail to pay Base Rent, Additional Rent or Utility Service Charges at the time prescribed in this Agreement, or if after twenty one (21) days written notice from the Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, the right to re-enter and take possession of the Premises without legal process and remove all persons and property therefrom. The Landlord reserves the right to terminate the Tenant's rights under this Agreement and may re-let the Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord may deem fit and reserves the right to make alterations and repairs to the Premises at sole discretion.</p> <p>b) Cost and Payment of Rent: Should the Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including</p>

TENANT INITIAL: 

LANDLORD INITIAL: 

the cost of recovering the Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, the Landlord may recover the Security Deposit from Tenant, along with cost on all damages Landlord may incur by reason of such default, including the Rent reserved and charged in the Agreement for the remainder of the Term discounted to present value, less the present rental value of the Premises for the rest of the term.

c) Right of Removal of Tenant's Property: Following a written warning with a given period of twenty one (21) days to rectify, the Landlord shall have the right to remove all or any part of the Tenant's property from the Premises resulting from any default through this Agreement.

d) Dispute Resolution: This Agreement shall be construed and governed by the laws of Tanzania. The Landlord and the Tenant shall aim to mutually resolve any disputes arising out of or in connection with this Agreement, failing which such dispute may be referred by either party to a court of competent jurisdiction in Tanzania.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED

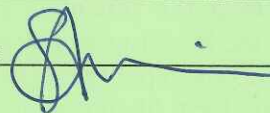
SIGNED AND SEALED with the COMMON SEAL of the said)

Fuchs Lubricants Tanzania Limited and **DELIVERED** at Dar es Salaam), Tanzania) in the presence of:

Name: SHEMANE D. D AMIN

Address: Box 9493, DSM

Position: DIRECTOR

Signature: 

Name: SALIM JANMOHAMED

Address: Box 24374, DSM

Position: DIRECTOR

TENANT INITIAL: 

LANDLORD INITIAL: 



Signature: _____

BEFORE ME;

Name: BUPE MBWITOLWE KABETA

Address: P.O BOX 34224 DAR ES SALAAM

Qualification: ADVOCATE

Signature: *[Handwritten Signature]*

**SIGNED AND SEALED with the COMMON SEAL of the said)
Transcargo Limited and DELIVERED at Dar es Salaam,
Tanzania) in the presence of:**

Name: Zishan Dawood

Address: P.O. Box 40920

Position: Director

Signature: *[Handwritten Signature]*

Name: Sajid Dawood

Address: P.O.Box 40920

Position: Director

Signature: *[Handwritten Signature]*

BEFORE ME;

Name: GEOFFREY D. MUSHUMBU

Address: P.O BOX 8317, DSM

Qualification: ADVOCATE

Signature: *[Handwritten Signature]*



TENANT INITIAL: *[Handwritten Initial]*

LANDLORD INITIAL: *[Handwritten Initial]*

Commercial Lease Agreement

TIN: 138-867-684
S/D: \$642.6 = 1,490,555.682
WHT: \$1,606.5 = 3,726,389.205 [1st August to 31st October 2022]
TOTAL: \$2249.1 = 5,216,944.887

6/10/2022 Exchange rate = 2319.57



