

Farm Lease Agreement

Between

**FAISAL EDHA AWADH
(LANDLORD)**

And

**OVERLAND FARMS LIMITED
(TENANT)**

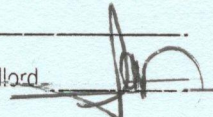
Farm Lease Agreement Farm no. 23, Sambusi Farm, Ifunda, Iringa District, Iringa, Tanzania

Tenant



Page 1 of 7

Landlord



Registration of Document Act (CAP.117) -Farm Lease Agreement

THIS FARM LEASE AGREEMENT (LEASE) is made effective this 20th Day of January 2022 by and between **FAISAL EDHA AWADH** of P.O.BOX 5055, a natural person, owner of the said Sambusi Farm of Dar es Salaam, Tanzania (the "**Landlord**") and **OVERLAND FARMS LIMITED**, a limited liability company established and existing under the laws of the United Republic of Tanzania, with an address of P.O. Box 5055, Dar es Salaam, Tanzania (the "**Tenant**").

Whereas the Landlord desires to lease the Leased Farm to the Tenant and Tenant desires to rent the Leased Farm from Landlord for the term, at the rental and upon the provisions set forth herein.

NOW, THEREFORE, the Landlord and the Tenant, (each a "**Party**" and collectively, the "**Parties**") in consideration of the mutual promises contained in this Lease, and intending to be legally bound, agree as follows:

ARTICLES OF AGREEMENT

1. **LEASED FARM:** Landlord hereby rents to Tenant and Tenant accepts in its present condition the Sambusi Farm located at following address: Farm No 23, with Title No 2647 Ifunda, Iringa District, Iringa with all the 1262 acres.
2. **TERM AND COMMENCEMENT:**
 - A. The term of this Lease shall start on 1st of May 2021 and end on 30th May 2026 at a five (5) Year term. In the event that Landlord is unable to provide the Leased Farm on the exact start date, then Landlord shall provide the Leased Farm as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Farm.
 - B. This lease takes effect on and from the commencement Date and shall remain in force for the term unless terminated earlier as provided herein.
3. **RENT:**
 - A. The Tenant shall pay the rent in advance on, but not later than, the payment dates to the Landlord during the term. The Monthly rent shall be **TZS 5,000 per acre in advance for the agreed term.**
 - B. It is further agreed and understood that the Landlord shall be responsible for any other taxes or assessments which, during the term of this agreement shall be levied, charged, assessed or imposed against or in respect of the Leased Farm, by the Government of the Republic of Tanzania or any of its functionaries without any cost to the Tenant during the life of this agreement.

Tenant



Landlord

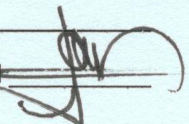


- C. At time of renewal, any proposed annual rental rate increases shall be agreed to in writing by both parties and shall be attached to this lease agreement as an addendum.
4. **QUIET ENJOYMENT:** Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Farm. **However** the landlord does not warrant any legal controversy that is beyond landlord's reasonable control. When such occurs, such act will not be considered eviction or disturbance on the Tenant's peace, use and possession of the Leased Farm or render the Landlord liable to Tenants damages.
5. **USE AND SECURITY OF FARM:**
- A. The Landlord represents that the Leased Farm is not in violations of any Laws, Rules or Regulations relating to environmental conditions or Hazardous materials on, under or about the Leased Farm including but not limited to soil and ground water conditions. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and Farm associations, if any, with respect to the Farm.
 - B. The Tenant shall use the Leased Farm solely for the Cattle keeping and Farming on agreeable legal Tenant's business and any other use to which the Landlord shall agree in writing.
 - C. The Tenant shall be responsible for employing its own security services provider or guards in respect of the Leased Farm, the Landlord will be responsible for any items stored by the Landlord in the compound.
 - D. The provision of any security services under this Lease shall not deem the Landlord liable to the Tenant for any acts or omissions of such service provider, their security guards or their employer(s), and the Tenant hereby waives any claims against the Landlord arising from or relating to such security services under this Lease.
6. **SERVICE AND CONDITION OF FARM:**
- A. Tenant agrees that Tenant has examined the Farm, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, safe, clean, and in tenantable condition.
 - B. At the expiration of this lease, Tenant shall quit and surrender the Farm in as good a condition as it was at the commencement of this lease, **except** reasonable wear and tear and damages by the elements.
 - C. The Landlord will be responsible for the maintance and supply of the water from the water bole on the leased Farm.

Tenant _____



Landlord _____



7. **ASSIGNMENT AND SUBLETTING:**

- A. Tenant shall not reassign this Lease or sublet or grant any concession or license to use the Farm or any part of the Farm, without Landlord's prior written consent.
- B. Notwithstanding the above article, upon a written consent from the Landlord; the Tenant may assign this lease to a business which the Tenant may merge or consolidate or to any corporation under common control with the Tenant or to a purchaser of substantially of all Tenant's assets. In such circumstance, the Tenant may contract a collateral Manager whom shall be introduced to the Landlord and will henceforth be allowed to an exclusive permission to the property.

8. **ALTERATIONS AND IMPROVEMENTS:**

- A. Tenant shall make no permanent structural alterations to the Farm, nor construct any building, nor make other permanent improvements without the prior written consent of Landlord.
- B. The Tenant, at the Tenant's expense, shall have the right, upon obtaining the Landlord's written consent, to remodel, redecorate, and make additions, improvements and replacements of/ and to all or any part of the Leased Farm from time to time as the Tenant may deem desirable; provided however that the same are made in a workmanlike manner and utilizing good quality materials.
- C. The Tenant shall have the right to place and install personal property in and upon the Leased Farm.
- D. All personal property and temporary installations whether acquired by the Tenant at the commencement of the Term or placed or installed on the Leased Farm by the Tenant thereafter, shall remain the Tenant's property free and clear of any claim by the Landlord. The Tenant shall have the right to remove the same at any time during the Term of this Lease provided that the Tenant shall repair, at the Tenant's expense, all damage to the Leased Farm caused by such removal.

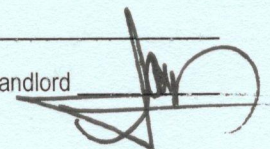
9. **DAMAGE TO FARM:** If the Farm, or any part of the Farm, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's workers, agents, or visitors, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Farm is uninhabitable.

10. **DANGEROUS MATERIALS:** Tenant shall not keep or have on or around the Farm any article or thing of a prohibited or illegal nature including dangerous, inflammable, or explosive materials that might unreasonably increase the danger of fire on or around the Farm or that might be considered hazardous and in violation of the laws of the United Republic of Tanzania or the governmental subdivision having jurisdiction with respect to the Leased Farm.

Tenant



Landlord



11. **UTILITIES AND STAMP DUTY:**

- A. Tenant shall be responsible for arranging and paying for public electricity and water services required on the Farm. The Tenant shall also pay all sewer, gas, telephone and other services and utilities used by the Tenant on the Leased Farm during the Term of this Lease, unless otherwise expressly agreed in writing by the Landlord. In the event that any utility or service provided to the Leased Farm is not separately metered, the Landlord shall pay the amount due and separately invoice the Tenant for the Tenant's pro rata share of the charges.
- B. The Tenant shall pay such all such utility charges prior to the due date.
- C. The Tenant shall pay Stamp duty in respect of this Lease and its counter-parts.

12. **MAINTENANCE AND REPAIR:**

- A. Tenant will, at Tenant's sole expense, keep and maintain the Farm and appurtenances in good and sanitary condition including without limitation free of trash, debris and unused equipment.
- B. Tenant agrees not to place sheds, hoop houses or otherwise install permanent or movable property without first obtaining Landlord's written approval.

13. **RIGHT OF INSPECTION:** Landlord and Landlord's agents shall have the right at all reasonable times, and by giving Tenant 24 hours prior notice, during the term of this Lease and any renewal of this Lease to enter the Farm for the purpose of inspecting the Farm and/or making any repairs to the Farm or other item as required under this Lease. Landlord shall indemnify and hold Tenant and its employees harmless for any injury affecting third parties entering the Farm upon invitation of the Landlord.


14. **HOLDOVER BY TENANT:** Should Tenant remain in possession of the Farm with the consent of Landlord after the expiration of the Term of this Lease, and a new Lease or lease extension has not been signed by both parties, then a new tenancy from month-to-month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on 14 days notice by either party or longer notice if required by law, or upon creation and signing of a new Lease by both parties.

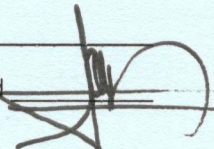
15. **SURRENDER OF FARM:**

- A. At the expiration of this Lease, Tenant shall quit and surrender the Farm in as good a condition as it was at the commencement of this Lease, **except** reasonable wear and tear and damages by the elements.
- B. Prior to Tenant's surrender of the Farm, the Landlord and Tenant shall jointly inspect the Farm. The Tenant agrees to make any necessary repairs as per the terms of section 12.A. above.

17. **RISKS / FORCE MAJEURE:**

- A. Should circumstances causing Force Majeure be of a temporary nature and not cause any hindrance to either Party to fulfill the provisions of this Lease, then the affected party shall complete the performance of its obligations under this Lease.

Tenant 

Landlord 

- B. In the case of Force Majeure, the Landlord shall not obligate Tenant to pay any penalty or penalties to the Landlord or any third party for losses incurred (material or financial) at, or damage done to the Farm during the period of the Force Majeure.

18. **EARLY TERMINATION AND CONDEMNATION:**

- A. Tenant may terminate this Lease with 90 days prior written notice given to the Landlord.
- B. In the event of early termination of this Lease as stipulated in lease, and once the Farm has been inspected as per the terms of section 13 above, the Landlord shall refund the Tenant any unutilized portion of rent paid in advance.
- C. If any legal, constituted authority condemns the Leased Farm or such part thereof which shall make the Leased Farm unsuitable for leasing, this **Lease** shall cease when the public authority takes possession, and the Landlord and the Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Party shall have any rights in or to any award made to the other by the condemning authority.

19. **GOVERNING LAW:**

- A. It is agreed that the Tenant shall comply with all statutes, ordinances and requirement of all municipal, city, region and national authorities in force or which may come to force pertaining and/or affecting the Leased Farm.
- B. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of Tanzania.

20. **ENTIRE AGREEMENT:** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

21. **NOTICES:** Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Farm and if to Landlord, at the address for payment of rent.

22. **DISPUTE RESOLUTION:** Conflicts related to the execution or interpretation of this Lease shall be settled amicably. Should the parties be unable to reach an amicable agreement, contentions will be brought before local legal authorities.

Tenant



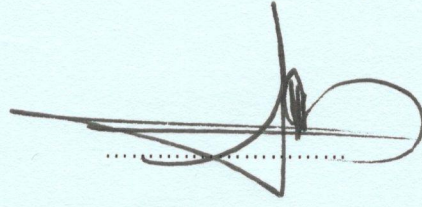
Landlord



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals of their respective companies on the day and the year first above written.

SIGNED AND DELIVERED by the said FAISAL EDHA AWADH who is personally known to me upon my

Presence this 1st day of May 2021



LANDLORD

BEFORE ME

NAME

: Neema Mwangamba

SIGNATURE

: Mwanga

POST ADDRESS

: 60565 Dar es Salaam

QUALIFICATION: COMMISSIONER FOR OATHS

SIGNED AND STAMPED WITH A STAMP OF OVERLAND FARMS and delivered in my

Presence this 1st day of May 2021



TENANT

BEFORE ME

NAME

: Neema Mwangamba

SIGNATURE

: Mwanga

POST ADDRESS

: 60565 Dar es Salaam

QUALIFICATION: COMMISSIONER FOR OATHS

