

**LEASE AGREEMENT WITH SUBSEQUENT REPURCHASE  
LAND NO. TZ001/03/27**

Dated at DAR ES SALAAM on 21<sup>st</sup> day of MARCH 2023

**BETWEEN**

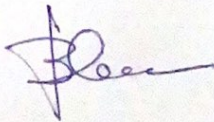
TUKO POA LTD, Mbeya, Tanzania, hereinafter referred to as Party-1, acting on on the basis of the charter, on the one hand.

**AND**

Moulin John Ruhangisa, P.O. Box 14821, Dar es Salaam, Tanzania, hereinafter referred to as Party-2, acting as an individual on the other hand, collectively referred to as the Parties, have entered into this Plot Lease Agreement (hereinafter referred to as the Agreement) as follows:

**1. THE SUBJECT OF THE AGREEMENT**

- 1.1. Party-2 provides land no. 15MRL/9016 (hereinafter referred to as the Plot), and Party-1 accepts and leases the Plot on the terms specified by the Parties in this Agreement and its Annexes. Party-2 owns the Plot on the terms and basis of agreement with reference No. TPL/MJR/26/2023.
- 1.2. Party-2 leases and leases the Site to Party-1 at the village of Itamboleo in Chimala, Mbeya, Tanzania. Party-1 accepts the Plot in the form of empty land, without any construction, in accordance with the Transfer Acceptance Act (hereinafter referred to as the Act).
- 1.3. The term of the contract is 240 (two hundred and forty) months from the date specified in clause 2.2. By agreement of the Parties, the term of this Agreement may be extended.
- 1.4. Party-2 is not allowed to sell, pledge, lease or sublease the Plot during the term of the Agreement.
- 1.5. Party-2 is not allowed to visit the site without the express permission of Party-1. Enter the fenced area on the Site, block the passage to the Site, or somehow interfere with Party-1 to carry out its activities on the Site.
- 1.6. All equipment, any property (movable and immovable), materials, various raw materials are wholly owned by Party-1. Party-1 at any time of the day and day throughout the term of the Agreement, has the right to work on the Site, build fences, structures, warehouses and any other structures and structures.

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Install and use any equipment, import any materials, agricultural and any other raw materials, connect electricity and water, without any agreement with Party-2.

## **2. PROCEDURE FOR ACCEPTANCE OF THE PLOT**

2.1. The transfer of the Plot to Party-2 is carried out after signing this Agreement and paying the Deposit in accordance with clause 3.3.

2.2. The term of this Agreement begins from the date of its signing by the Parties.

## **3. COST AND TERMS OF PAYMENT**

3.1. The cost of renting the Plot for 1 (one) month is 300,000 (three hundred thousand Tanzanian shillings).

3.2. The price is final and is not subject to change throughout the duration of the Agreement.

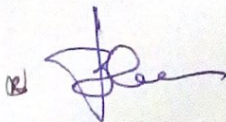
3.3. Party-1, when signing this Agreement, pays a Deposit (hereinafter referred to as the Deposit) in the amount of 3 (three) monthly rent in the amount of 900,000 (nine hundred thousand Tanzanian shillings). Party-1 makes payment before the start of the lease for 12 (twelve) months (hereinafter referred to as the Payment Schedule), which amounts to the amount of 3,600,000 (three million six hundred thousand Tanzanian shillings). The Parties agreed that the Payment Schedule is final and not subject to change throughout the duration of the Agreement. Payment is made by bank transfer or cash.

3.4. Payment of the Deposit is the basis for the commencement of this Agreement.

## **4. RESPONSIBILITIES OF THE PARTIES**

4.1. For non-performance or improper performance of the terms of this Agreement, the Parties shall be liable in accordance with the laws of Tanzania.

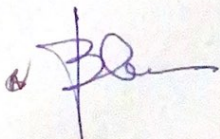
4.2. Throughout the validity of this Agreement, Party-1 is the owner of all structures, warehouses and any other structure and structures, all equipment. After termination of this Agreement, Party-1 has the sole right to take or leave, without obtaining the approval of Party-2, all its facilities, warehouses and any other buildings and structures, all equipment.



- 4.3. Party-1 independently pays state taxes on the Plot and provides a copy of the payment document to Party-2.
- 4.4. If Party-2 wants to terminate this Agreement ahead of schedule, then Party-1 shall calculate the funds spent (hereinafter referred to as Investments) in the construction of infrastructure on the Site, such as a fence, facilities, equipment, the availability of any raw materials, finished goods and other materials. Signed and unexecuted contracts. And also pays a triple penalty equal to the amount of Investment. Further, Party-1 notifies Party-2 by official letter indicating the amount spent, namely Investments. Party-2 pays all these Investments and a penalty to Party-1. And only in this case, Party-2 can terminate this Agreement. All correspondence must be sent only by official letter and 36 (thirty six) months before the start of the possible termination of this Agreement and send all letters by e-mail: [vladsklyrenko@gmail.com](mailto:vladsklyrenko@gmail.com), [rg@mpafrica.net](mailto:rg@mpafrica.net)
- 4.5. In case of violation by Party-2 of any terms of this Agreement, Party-2 pays to Party-1 the entire cost of Investments, payments, working capital for all past and future years before the expiration of the Agreement, which Party-1 spent on its activities in the Plot. In the event that the activities of Party-1 are stopped due to a reason arising from Party-2 for any reason, Party-2 shall pay a daily fine in full, equivalent to the daily turnover of Party-1 based on the average monthly indicator for the previous month.
- 4.6. Party-2 is obliged to issue a notarized Power of Attorney for the representative of Party-1 no later than 3 (three) business days from the date of signing this Agreement for submission to government agencies, paying taxes, passing any certifications, obtaining loans and other actions related to the Plot.

## 5. DISPUTES RESOLUTION

- 5.1. Disputes and/or disagreements arising between the Parties in the performance of this Agreement shall be resolved through negotiations. If disputes are not settled through negotiations, they will be referred to the Arbitration Court at the place of registration of Party-1 in the manner prescribed by law.
- 5.2. For all issues not regulated by this Agreement, but directly or indirectly arising from the relationship of the Parties, affecting the property interests and business reputation of the Parties to this Agreement, the Parties are guided by the laws of Tanzania.



## **6. FORCE MAJOR**

- 6.1. The Parties are released from liability for partial or complete failure to fulfill their obligations under this Agreement, if the Parties improperly fulfill their obligations caused by force majeure circumstances, i.e. force majeure circumstances that arose against the will and desire of the Parties and cannot be foreseen or avoided. Such circumstances do not apply, in particular, to the violation of obligations of third parties, the absence of a market that is important for the performance of a contract for goods.
- 6.2. The Party that has not fulfilled its obligations shall immediately notify the other Party in writing of the occurrence and termination of the above circumstances, but in any case, no later than 3 days after their occurrence and termination, respectively.
- 6.3. Late notification or failure to notify of force majeure circumstances deprives the Party of the right to be exempted from liability for failure to fulfill obligations due to circumstances.
- 6.4. If force majeure circumstances directly affect the performance of obligations within the period specified in this Agreement, the period for the performance of obligations is extended in accordance with the circumstances of the relevant time, but not more than 3 (three) months.
- 6.5. If force majeure circumstances last for more than 3 (three) months, either party may terminate this Agreement.

## **7. TERMS OF THE CONTRACT**

- 7.1. The Agreement comes into force from the moment of signing and is valid until the full fulfilment of its obligations.
- 7.2. Termination of the Agreement does not release the Parties from the obligation to reimburse, pay fines and other obligations established by this Agreement and the laws of Tanzania.
- 7.3. Party-2 after signing this Agreement, has no right to terminate this Agreement.

## **8. GENERAL**

- 8.1. All changes, additions and annexes to this Agreement are valid only if they are made in writing and signed by authorized representatives of both Parties.
- 8.2. All annexes, additions are an integral part of this Agreement.



- 8.3. Party-2 cannot transfer its rights under this Agreement to any other party during the term of this Agreement. Party-1 has the right to sublease the site, facilities, warehouses and any other facilities and structures, equipment. Mortgage land and facilities, warehouses and any other facilities and structures, equipment to the bank to obtain a loan, leasing and other banking programs.
- 8.4. This Agreement is made in two copies having equal legal force, one copy for each of the Parties.
- 8.5. In all other respects not covered by this Agreement, the law of Tanzania shall apply.

**IN WITNESS WHEREOF, the Parties hereto, have executed this acknowledgement on the day and year first above written.**

**SIGNED and DELIVERED**

Dar es Salaam by TUKO POA LIMITED  
 this 31 day of March 2023  
 For and on behalf of the Company



Signature : [Handwritten Signature]

Name : VLADYSLAV SKYLYARENKO

Qualification : DIRECTOR

**BEFORE ME:**

Full Name : BENARD CHARLES

Signature : [Handwritten Signature]

Postal Address : 7297

Qualification: ADVOCATE/COMMISSIONER FOR OATHS/NOTARY PUBLIC



**SIGNED and DELIVERED**

in Dar es Salaam by the said  
**MOULIN JOHN RUHANGISA**  
 who is known to me personally  
 identified to me by VLADYSLAV  
SKYLYARENKO

[Handwritten Signature]  
**MOULIN JOHN RUHANGISA**

[Handwritten Signature]

The latter being known to me  
Personally in my presence this 31<sup>st</sup>  
day of MARCH 2023

**BEFORE ME:**

**Full Name :** BENARD CHARLES

**Signature :** [Signature]

**Postal Address:** 7297

**Qualification:** ADVOCATE/COMMISSIONER FOR OATHS/NOTARY PUBLIC



[Handwritten signature]