
LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the day of 2024.

BETWEEN

Brian Matheus Ngelangela and Alice Francis Ijumba of A01 Lagoon View Apartments, Msasani Dar es Salaam P.O. Box 71258 Dar es Salaam, Tanzania (hereinafter referred to as the **LESSOR**).

AND

Union Nation Holdings Ltd of Post Office Box Number 5961, Dar-es-Salaam in the United Republic of Tanzania. (hereinafter referred to as the **LESSEE**).

WHEREAS: -

- (A) **THE LESSOR** is, and shall remain the owner of **12 acres of land** found at **Igagwilo Ilowelo in Mbeya region** hereinafter referred to as the "Farm".
- (B) That five (5) acres on the Farm have avocado grown on it at the time of handover, and the **LESSEE** will take over all the expenses pertaining to the maintenance of the avocado orchid.
- (C) The **LESSORS** are private individuals residing in Dar es Salaam within the United Republic of Tanzania, and the **LESSEE** is a registered company in Tanzania.
- (D) The main objective of the **LESSEE** is to establish and build an avocado processing and packaging facility.
- (E) The **LESSEE** will build the avocado processing facilities on the Farm, and also provide expertise, and handle expenses related to the management of the Farm.
- (F) The **LESSEE** will be fully responsible for any statutory fees applicable.

NOW THIS LEASE AGREEMENT WITNESSETH as follows: -

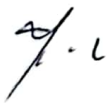
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1. **THAT** In consideration of the **RENT** and **LESSEE'S COVENANTS** herein reserved and contained, the **LESSOR** hereby **LEASES** to the **LESSEE**, and the **LESSEE** accepts the **LEASE** of the Farm mentioned hereinabove.
2. **THAT** the **LESSEE** has been given **two (2) years free from any rent** to provide room for investment in building of a packing and packaging avocado facility; and the remaining Eight years the annual **RENT** will be **Eight Hundred thousand (800,000/=) Tanzanian Shillings per acre per annum** so that the total annual rent is **Tanzania Shillings 9,600,000/= Only**.
3. **THAT** the **LEASE** will last for **Ten (10) years** and will be renewable for a further **five (5) years**, commencing on the date of signing this Agreement.
4. **AND** The **LESSEE** hereby **COVENANTS** with the **LESSOR** that the **LESSEE** shall: -
 - a) To pay all charges for water, electricity, and telephone (if any) in respect of the Farm.
 - b) Not to use the Farm or any part thereof for any purpose other than the purposes explained herein and the related activities reasonably to be in contemplation of this agreement.
 - c) Not to permit any part of the Farm to be used by others **NOT** in contemplation of the agreement without the prior written consent of the **LESSOR**.
 - d) Not to do or to permit or suffer upon the Farm anything which in the opinion of the **LESSOR** may be or become a nuisance or annoyance to the owners or occupiers of adjoining or neighbouring land and in particular but without prejudice to the generality of the foregoing not to use or accumulate upon the Farm any environmental unfriendly materials, or such other substances likely to cause nuisance and or damage to the surrounding community.
 - e) At all times during the continuance of the term hereby created to comply with all laws, acts, rules, regulations or by-laws now or hereafter enacted passed, made or issued by the Government of the United Republic or any Municipal Township local or other authority in relation to the occupation conduct or user or the Farm.
 - f) Not to transfer sublet or part with possession of the Farm or any part thereof without the prior written consent of the **LESSOR**

AND The **LESSOR** hereby **COVENANTS** with the **LESSEE** that the **LESSOR** shall: -



2



- a) That so long as the **LESSEE** pays the rent and observes and covenants and performs the conditions contained or implied in the lease and on his part to be observed and performed, the **LESSEE** shall peaceably and quietly possess and enjoy the Farm during the term of the lease without any lawful interruption from or by the **LESSOR** or any person rightfully claiming through him;
- b) That if it is an express or implied term of the lease that the Farm may be used for any one or more specific purposes, the **LESSEE** may terminate the lease, on giving reasonable notice to the **LESSOR**, if at any time during the term of the lease, the **LEASE COMPLEX** cannot be, or can no longer lawfully be used for any one or more of those purposes;
- c) Unless otherwise specified in the lease, to pay all rates, taxes, dues and other outgoings which are payable in respect of the land leased during the continuance of the lease unless the same are or shall be payable exclusively by the **LESSEE** under any law. Further, **LESSOR** shall pay all outstanding dues to the relevant authority before the commencement of the **LEASE**
- d) That should the **LESSOR** fall under liquidation, the **LESSEE** shall be given absolute priority to purchase the Farm after his rent tenure of 15 years given consideration on the investment put on.
- e) That **NO** liability from the **LESSOR** will be extended to the **LESSEE**
- f) That incase the **LESSOR** breaches the contract within the contracted period, the **LESSEE** shall be entitled to damages available under the applicable laws in Tanzania.
- g) That the **LESSOR** will hand over the Farm to the **LESSEE** free from any liability.
- h) That the **LESSOR** will make sure that any intruders in the Farm are removed before **LESSEE** occupies the said Farm.
- i) That the **LESSEE** will be allowed to deal with his machineries in such ways as it shall be necessary to his day to day activities in relation to the business referred to in this agreement. In any case, machineries referred to in this paragraph shall remain the **LESSEE**'s property.
- j) That the **LESSOR** shall compensate the **LESSEE** in case of a material breach of any part agreed to in this **LEASE** and pay any other costs thereto.

6. **AND** that the **LESSOR** is empowered: -

- a) To terminate the lease by serving a notice of intention to terminate the lease on the **LESSEE** where: -



- i. The **LESSEE** has failed for a period of one month to observe or perform any covenant condition, or other term, the observation or which performance constitutes a material breach of the terms of the lease;
- ii. If at any time the Farm or any part thereof or the means of access thereof shall be used contrary to the purposes and contemplation of this lease, the **LESSOR** shall determine the agreement, and be entitled to damages depending on the loss suffered by the **LESSOR** subsequent to the misuse of the Farm.
- iii. To take any measures necessary to ensure that the Farm is not used in any manner so as to be a danger to the environment or the neighboring community

PROVIDED ALWAYS AND NOTWITHSTANDING ANY PART IN THIS AGREEMENT, IT IS HEREBY AGREED AND DECLARED as follows: -

- a. That the rent or any other charges to be discussed by the parties shall be subject to review depending on the nature or state of economy of Tanzania
- b. That in the event of any dispute arising from this LEASE, the dispute should first be referred to arbitration
- c. This Agreement shall be governed by and construed in accordance with the laws of Tanzania.
- d. Any disputes arising out of or in connection with this Agreement shall be resolved amicably. If the parties are unable to negotiate an amicable settlement within 30 days, either party may refer the dispute to the court of competent jurisdiction in Tanzania.
- e. Any notice or demand hereunder may be duly given to either party prepaid post, properly addressed in accordance to the addresses specified herein below:-

For Lessor:

Brian Matheus Ngelangela and Alice Francis Ijumba,
A01 Lagoon View Apartments, Msasani - Dar es Salaam.
P.O. Box 71258, Dar es Salaam,
Tanzania,
Tel:- 0758-140514
Email: matheusbrian1969@gmail.com

For Lessee:

Union Nation Holdings Ltd,

P.O. Box 5961,

Dar es Salaam,

Tanzania.

Tel: +255 747 474747

Email: fouadimmentis@gmail.com

In this Lease where the context so admits:-

- (i) the expression "the Lessor" includes its successors and assigns;
- (ii) the expression "the Lessee" includes its successors and assigns;
- (iii) words importing the singular number include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" or (as the case may be) "the Guarantor" covenants and agreements expressed to be made by the Lessee or (as the case may be) the Guarantor shall be deemed to be made by such persons jointly and severally;
- (iv) where there are two or more persons included in the expression "Lessee" such expression shall include all or both or such persons jointly and severally and all covenants and other provisions herein contained shall be binding on all or both and each of such persons jointly and severally and any act default or omission by the Lessee or (as the case may be) the Guarantor shall be deemed to be an act default or omission by any one or more of such persons.

AND the **LESSEE** hereby accepts this Lease subject to the covenants, conditions, provisions stipulations and agreements.

In **WITNESS** whereof, the parties have executed this deed in the manner and date as hereinafter evidenced.

SIGNED and **DELIVERED** by the said **Brian Matheus Ngelangela** who is known to me personally in my presence this day of..... October, 2024.

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LESSOR



5



BEFORE ME:

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

SIGNED and **DELIVERED** by the
said **Alice Francis Ijumba**
who is known to me personally in my
presence this day of October, 2024.

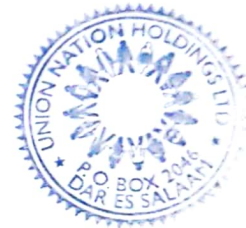


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LESSOR

BEFORE ME:

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

SEALED by the Common **SEAL** of
Union Nations Holdings Ltd
This day of 2024



SEAL

SIGNATURE _____
NAME: *Amos Mwachindi Mbatia*
TITLE: **Director**

BEFORE ME:

SIGNATURE _____
NAME _____
TITLE _____
DATE _____