

LEASE AGREEMENT BETWEEN

FRED DAIMON MWAGA MWASU LUCY
MAVERE ERIC DAIMON MWAGA

(LESSOR) AND

SUNFLOWER HB TANZANIA LIMITED



(LESSEE)

RELATING TO THE LEASING OF A FARM LOCATED AT MATANGA VILLAGE,
MKOKA WARD, KONGWA DISTRICT, AND DODOMA REGION.

IN THE DISTRICT OF KONGWA IN DODOMA REGION

This Lease Agreement is made on the 01TH Day of JULY, 2025

BETWEEN

FREDY DAIMON MWAGA, MWASU LUCY MAVERE and ERIC DAIMON MWAGA

Ltd of IPAGALA SOUTH, PLOT 20 BLOCK J, DODOMA, TANZANIA. (Hereinafter called "the LESSOR" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in Title) of the other part,

AND

SUNFLOWER HB TANZANIA LIMITED a Limited liability company incorporated in Tanzania under the Companies Act, Cap 212 with P.O. Box 81 KIBAIGWA, KONGWA DISTRICT, DODOMA REGION (hereinafter called "the LESSEE" which expression and when the context admits shall include its legal representatives, agents, assigns and successors in Title) of the other part,

WHEREAS

The LESSOR is the owner of the farm Located at Matanga Village, Mkokwa Ward, Kongwa District within Dodoma region (hereinafter called "The farm")

AND WHEREAS the LESSEE has agreed to rent the demised premises, to hold and enjoy the same for farming purposes for a period of (4), four years commencing on 2nd July, 2025 and ending on 1st July, 2029, subject to renewal on the terms and conditions hereinafter appearing;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

A) The LESSOR hereby demises unto the LESSEE the farm located at Matanga Village, Mkokwa Ward, Kongwa District within Dodoma Region for four (4) years commencing on 02nd July, 2025 and ending on 01st July, 2029 payable in four installments for the first two years of the tenancy.

1.0 The LESSEE hereby covenants with the LESSOR as follows:-

1.1 To pay to the LESSOR the whole four years rent for the leased farm within first two years as stipulated below;

a) 28th February, 2025, payment of 22,000,000/= TZS, 28th July, 2025, payment of 25,000,000/= TZS, 28th February, 2026 payment of 25,000,000/= TZS and final payment of 25,000,000/= TZS on 28th July, 2026. And the modality of payment will be paid to Lessor **CRDB Bank Account No. 0152601092200 bear the name of (MWASU LUCY MAVERE)**

b) That the entire above specified rent shall be paid to the lessor.

1.2 INSPECTION OF PREMISES

The LESSOR, its employees, agents, contractors and workmen shall be entitled at all reasonable times to enter upon the premises for the purpose of inspection of farm and to carry out any work which the Lessor may consider necessary provided that and they shall inform the Lessee.

1.3 At the expiration of lease agreement or sooner determination of the said term, the Lessor peacefully surrender all the movable properties/investments, such as pumps, pipes, all movable properties in the factory such as machines, office chairs and tables, and any other property capable of being moved

1.4 Not to assign, sublet or otherwise part with possession of the farm or any parts thereof without prior written consent of the LESSOR, such consent not to be unreasonably withheld.

1.5 Not to do anything or to bring anything in the farm which may cause fire or a disaster.

1.6 To indemnify to the LESSEE in case there is any breach of these covenants.

20 AND THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

21 The LESSEE paying the rents herein, shall peacefully hold and enjoy the demised premises during the term created without unlawful intervention by the LESSOR or any person or persons rightfully under or in trust of the LESSOR.

22 The LESSOR shall allow the LESSEE to conduct modifications in form for maintenance on structures existing at the farm at the time of executing this lease agreement. The agreement will also include the warehouse in the farm. The warehouse will be rented for the same period as the farm. The lessee will use the warehouse for their company purposes i.e storage, sunflower oil factory, offices etc. The lessee is committed to construct and improve the warehouse so it will be suitable for the

Company needs. The lessee is committed to invest money in a quality construction and improving infrastructure significantly. All constructions and modifications made to the warehouse will belong to the lessor once the lease period ends.

- 23 During the continuance of the said term, to keep and maintain the demised farm in a state of good structural repair and in a condition suitable for farming (proper state of repair)

3.0 IT IS HEREBY AGREED AND DECLARED by and between the LESSOR and LESSEE

that:

3.1 If the LESSEE shall be desirous of taking a new lease of the demised farm after the term hereby granted, the LESSEE shall communicate of such desire to the LESSOR or send by registered post to the LESSOR's address in Tanzania notice in writing not less than three (3) months before the expiration of the said term. The lessor agrees to always prioritize the lessee to rent the farm again once the contract ends, and it is agreed that, all the parties will discuss and decide for the rent amount on the following agreement, according to the economy of the provided year. It is agreed that the lessee should be prioritized first once the contract come to an end.

3.2 Any notice under clause 3.2 Lease shall be in writing. Any notice to the LESSEE should be sufficiently served if left addressed to it on the demised premises or by way of email to the Lessor or the duly appointed agents. Any notice to the LESSOR or their appointed agents shall be sufficiently served if delivered to his registered office or through the address of his duly appointed agent.

3.3 SUB-LETTING

The Lessee shall not cede or assign all or any of its rights or obligations under this agreement nor sublet neither the demised premises nor any portion thereof nor shall the Lessee place any third party or parties in occupation or possession of the demised premises or any portion thereof either alone or jointly with the Lessee without prior written consent of the Lessor which consent shall not be unreasonably withheld.

3.4 USE OF THE DEMISED PREMISES

The demised premises shall be used by the Lessee for farming and sunflower oil production only and for no other purpose without prior written consent of the Lessor, which consent shall not unreasonably be withheld.

3.5 NOTICE TO TERMINATION

The lessor and the lessee agree in good will and good spirit to respect and obey this agreement until the end of the period of the lease.

Should the lessor or the lessee, due to unexpected circumstances decide to terminate the lease prior to the time that lease ends then, 3 month notice should be given and if the Lessor terminate the contract, the Lessor shall refund the paid amount to the Lessee for the remaining contractual period as agreed before and shall pay for all costs incurred or maintenances and other activities incurred by Lessee. If it is the Lessee who terminate the contract, the paid amount will not be refunded and all immovable properties will be the properties of the Lessor .eg warehouse, pond, well etc, and all movable properties will remain the properties of the lessee as it is stipulated in clause 1.3.

3.6 STATUTORY REQUIREMENTS

The Lessee shall abide by and comply by such governmental, municipal or town planning regulations, by-laws, schemes or plans in effect from time to time as regards the use of the demised premises. In the event the Lessee failing so to carry out any obligations imposed by any such regulations, by-laws, schemes or plans, the Lessee shall be entitled to do so and costs incurred shall be borne by the Lessee.

3.6 APPLICABLE LAWS - This Agreement, its meaning and interpretation, and the relation between the parties, shall be governed by the Laws of the United Republic of Tanzania.

SIGNED and DELIVERED at Dodoma by the
By the said **MWASU LUCY MAVERE**
Who is known to me personally and delivered on my
presence this 26th of November, 2024

[Signature]

LESSOR



BEFORE ME;

NAME: Proscovia Virgilia Kyatwa

SIGNATURE: *[Signature]*

ADDRESS: 11404 DSM

OCCUPATION: ADVOCATE



SIGNED and DELIVERED at Dodoma by the
By the said **FREDY DAIMON MWAGA**
Who is known to me personally and delivered on my
presence this 26th of November, 2024

[Signature]
LESSOR



BEFORE ME;

NAME: Proscovia Virgilia Kyatwa

SIGNATURE: *[Signature]*

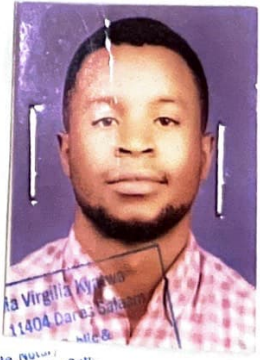
ADDRESS: 11404 DSM

OCCUPATION: ADVOCATE



SIGNED and DELIVERED at Dodoma by the
By the said **ERIC DAIMON MWAGA**
Who is known to me personally and delivered on my
presence this 26th of November, 2024

[Signature]
LESSOR



BEFORE ME;

NAME: Proscovia Virgilia Kyatwa

SIGNATURE: *Proscovia*

ADDRESS: 11404 DSM.



OCCUPATION: ADVOCATE

SEALED with the **COMMON SEAL**

Of **SUNFLOWER HB TANZANIA LTD** at

Dodoma, which is known to me

Personally and delivered on my presences

this 26th of November, 2024.



[Signature]

LESSEE



BEFORE ME;

NAME: Proscovia Virgilia Kyatwa

SIGNATURE: *Proscovia*

ADDRESS: 11404 DSM.



OCCUPATION: ADVOCATE