

## LEASE AGREEMENT

This Lease Agreement is made on this **1st day of January, 2025**, between:

**The Lessor (Owner):**

**Humphrey Elias Mutabirwa**

Address: P. O. Box 12332, Dar es Salaam, Tanzania

AND

**The Lessee (Tenant):**

**Ruvu Mara Labs Limited**

Registered Address: 1 Sembeti Street, Mikocheni B, Kinondoni, P. O. Box 34345, Dar es Salaam, Tanzania

BRELA Company Registration Number: 162-468-189

**1. Premises**

The Lessor hereby leases to the Lessee the property located at 126 Gongoni Street, 61323 Mtambani, Mapinga, Bagamoyo, Pwani, Tanzania, measuring approximately 800 square meters (sqm) (hereinafter referred to as "the Premises").

**2. Lease Term**

This lease shall commence on 1st January 2025 and continue for a fixed term of five (5) years, ending on 31st December 2029, unless terminated earlier in accordance with the terms of this agreement.

**3. Rent**

The agreed rent for the Premises is Tanzanian Shillings One Million (TZS 1,000,000) per month. However, payment of rent shall be deferred for the entire lease term of five (5) years to offset the improvement costs incurred by the Lessee during the renovation and upgrade of the Premises as specified in Clause 5 below. No rent shall therefore be payable to the Lessor during the lease period.

**4. Use of Premises**

The Premises shall be used by the Lessee for industrial and office purposes related to biotechnology, liqueur production, research, and associated administrative activities, and for no other purpose without the prior written consent of the Lessor.

**5. Improvements and Upgrades**

The Lessee has carried out substantial improvements and installations on the Premises, including but not limited to:

- Construction of a new boundary wall
- Installation of surveillance and security systems
- Plumbing works and interior/exterior painting
- Installation of water tanks and related infrastructure

- Purchase and installation of factory equipment and furniture
- Electrical upgrade from single-phase to three-phase power
- Ceiling adjustments and interior refinishing

These improvements are recognized by both parties as capital investments by the Lessee that enhance the property's long-term value. The value of these improvements offsets the total rent due for the 5-year period.

It is further agreed that all production equipment, machinery, and other movable infrastructure belonging to Ruvu Mara Labs Limited shall remain the property of the Lessee and shall be removed upon the expiry or termination of this lease. Only fixed structural improvements, such as walls, plumbing, electrical systems, and ceilings, shall remain with the property.

#### **6. Condition of Premises**

The Lessee agrees to maintain the Premises in good and tenantable condition during the term of the lease. Upon termination or expiry of the lease, the Lessee shall return the Premises to the Lessor in as good or better condition than at the commencement of this lease, excluding production equipment, furniture, and other movable infrastructure owned by the Lessee, which shall be removed prior to handover. Normal wear and tear shall be acceptable.

#### **7. Maintenance and Repairs**

The Lessee shall be responsible for routine maintenance and repairs arising from its use of the Premises. The Lessor shall remain responsible for structural integrity, roof, and external walls unless damage arises due to negligence or misuse by the Lessee.

#### **8. Utilities**

The Lessee shall be responsible for all utility charges, including but not limited to electricity, water, internet, and waste disposal.

#### **9. Subletting and Assignment**

The Lessee shall not assign, sublet, or otherwise transfer the Premises or any part thereof without the prior written consent of the Lessor.

#### **10. Insurance**

The Lessee shall maintain appropriate insurance coverage for its equipment, operations, and third-party liabilities arising from its occupation and use of the Premises.

#### **11. Access and Inspection**

The Lessor shall have the right to access the Premises during reasonable hours, upon giving at least 48 hours' prior notice, for the purpose of inspection or maintenance, provided such access does not unreasonably disrupt the Lessee's operations.

#### **12. Termination**

Either party may terminate this agreement before its expiry by giving six (6) months' written notice, provided that all outstanding obligations and conditions are fulfilled. Upon termination, ownership of fixed improvements shall remain with the Lessor, while movable production equipment and infrastructure shall remain the property of the Lessee and may be removed by the Lessee prior to vacating the Premises.

**13. Renewal**

At the end of the lease term, both parties may negotiate a renewal under mutually agreed terms.

**14. Dispute Resolution**

Any disputes arising from this Agreement shall be resolved amicably between the parties. Where amicable resolution fails, disputes shall be referred to arbitration in Dar es Salaam, Tanzania, in accordance with the Arbitration Act (Cap 15, R.E. 2020), and the decision of the arbitrator shall be final and binding.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

**16. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, negotiations, or representations, whether oral or written.

**17. Execution**

The parties hereto have executed this Lease Agreement on the day and year first above written.

**Signed by the Lessor:**

Name: Humphrey Elias Mutabiirwa

Signature: 

Date: 01.01.2025



**Signed by the Lessee:**

Name: Vincent Mutabiirwa Rwehumbiza

Position: Chief Executive Officer, on behalf of Ruvu Mara Labs Limited

Signature: 



Date: 01.01.2025

