

**THE LAND ACT [CAP 113 [R.E 2019]  
(NO. 4 OF 1999)**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT is made this 02<sup>nd</sup> day of APRIL, 2025**

**BETWEEN**

**NATIONAL RANCHING COMPANY LIMITED**

**AND**

**TANZANIA GAME AND LIVESTOCK BREEDERS LIMITED**

Drawn by:  
NATIONAL RANCHING COMPANY LIMITED,  
P.O. BOX 1918,  
**DODOMA.**

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## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 2<sup>nd</sup> day of APRIL, 2025

### BETWEEN

**NATIONAL RANCHING COMPANY LIMITED** (otherwise known by its acronym 'NARCO,') a limited liability company incorporated under the Companies Act, 2002 of the Laws of Tanzania, of P.O. Box 1819, Nanenane Exhibitions Ground, Nzuguni Area, P.O Box 1819, Dodoma Municipality, email address: **barua@narco.go.tz** (hereinafter referred to as "the **LESSOR**" inclusive of his assigns and successors to lease Agreement on the one part;

### AND

**TANZANIA GAME AND LIVESTOCK BREEDERS LIMITED**, of P.O Box 2371, DAR ES SALAAM email address: **tglb@inve.com** a limited liability company incorporated under the Companies Act, 2002 of the Laws of Tanzania, (hereinafter referred to as "the **LESSEE**" of the other part.

- A. **WHEREAS** the **LESSOR** is the occupier of the land described as **Farm Number 931/20** situated at **West Kilimanjaro area in Siha Districts** in Kilimanjaro Region, measuring 8,000 Hectares. (hereinafter referred to as "the demised property") and registered under the above reference;
- B. **WHEREAS** the **LESSEE** agrees to lease the demised property under the terms and conditions hereinafter contained;
- C. **WHEREAS**, the **LESSOR** leases the demised property to the **LESSEE** and the **LESSEE** leases the said property for livestock production in particular for rearing of cattle, goats, sheep and other livestock producing stock and construction and operation of production facilities for livestock products.

**NOW IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained in this Agreement, this lease Witnesseth as follows: -

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### 1. LAND TO BE LEASED

The lessor leases to the lessee the land described as **Farm Number 931/20** situated at **West Kilimanjaro area in Siha Districts** in Kilimanjaro Region, measuring 8,000 Hectares. (Hereinafter referred to as "the demised property").

### 2. LEASE TENURE

The lessor hereby leases the demised property to the lessee to hold the same for a period of **ten (10) years** commencing from the **08<sup>th</sup> APRIL, 2025** (hereinafter referred, to as "the commencement date") and ending on the **07<sup>th</sup> APRIL, 2035** (hereinafter referred, to as "the end date"). This lease may be renewed subject to meeting of the milestones stipulated in the Business Plan which was submitted by the Lessee in her application to be given this tenancy.

### 3. LEASE RENT AND MODE OF PAYMENT

- (a) The LESSEE shall pay lease Rent of seven thousand and five hundred Tanzania Shillings only (**Tshs. 7,500/=**) per acre per annum which shall be paid annually in advance.
- (b) The LESSEE shall pay the lease rent through Government Electronic Payment Gateway (GePG).
- (c) The LESSEE shall pay the lease rent within thirty (30) days of receipt of the control number.
- (d) Any arrears of Lease Rent due at the time of termination of the lease agreement shall be realized by the LESSOR by attachment and sale of any animal stocks of the LESSEE or any other property of the lessee.

### 4. INTEREST FOR DELAYED PAYMENT OF LEASE RENT

- (a) When the lease rent is not paid within the period stipulated under paragraph 2 (a) of this Agreement, it shall attract an interest of 1% per annum for every month of delay.
- (b) Without prejudice to the interest provided under paragraph 3 (a) to this agreement, if and whenever during the said term the rent or any other sum due remain unpaid for 30 days from the date when such rent fell due, the Lessor shall serve the Lessee a thirty (30) days' notice of intention to terminate this lease. If the rent is not paid within 90 days from the date of issuing the notice of intention to terminate, the Agreement shall be deemed terminated and the Lessor shall evict the Lessee without further notice.

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## **5. LAND RENT**

The **LESSOR** shall pay land rent for the demised property.

## **6. DEBT COLLECTION CHARGES**

If during the lease period or after termination of the lease agreement, the **LESSOR** engages an Agent or Debt Collector to undertake debt collection of outstanding Rent from the defaulting **LESSEE**, the **LESSEE** shall pay the Agent or Debt Collector for the performance of its service as per the Agent's or Debt Collector's charges.

## **7. SECURITY DEPOSIT**

- (a) The Performance Security in form of Bank Guarantee shall be 50% of the rent of three years payable per annum provided to the Lessor before signing of this Agreement. The Performance Security shall be issued in an amount and by a bank acceptable to the Lessor and denominated in the types and proportions of the currencies in which the Agreement price is payable per annum.
- (b) The performance security will be in force for the entire duration of this agreement.

## **8. REVIEW OF AGREEMENT AND RENT:**

- (a) Subject to service of a notice of 30 days, the **LESSOR** hereby reserves the right to review the lease rent and this Agreement after every five (5) years, or when the market value of the land changes or when there is a change of law(s) which affects the land rent whichever comes first.

## **9. RENEWAL OF AGREEMENT**

The **LESSEE** shall give ninety (90) days written notice in advance on its intention to renew the agreement upon the expiry of the lease term. The renewal of the agreement shall be at consensus of both parties; before the renewal of this agreement, **LESSOR** shall take into consideration the following;

- i. Timely payment of lease rents
- ii. Lessee adherence to the submitted Business Plan which is part of this agreement.

## **10. LESSEE's COVENANTS with the LESSOR as follows: -**

- (a) To use the demised property for livestock production only and in particular for rearing of cattle, goats, sheep and other livestock producing stock and may in addition operate incidental production of products aligned to livestock products.
- (b) To ensure that, developments of the project as stipulated in the submitted Business Plan to the demised property are accomplished within five (5) years from the commencement date of this agreement. However, within two (2) years

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from the signing of this Agreement, the lessee must have developed at least half of the envisaged project.

- (c) To maintain the demised property as a unit block.
- (d) Not to sublease to any person or whoever without the written consent of the LESSOR.
- (e) To submit to the **LESSOR**, successors to this lease and their particulars.
- (f) To observe all Laws and regulations
- (g) To preserve and conserve the demised property's natural habitat, inclusive of water sources, flora and fauna therein save for *force majeure* events, which could not reasonably be foreseen.
- (h) To undertake incidental activities with the written consent of the **LESSOR** and the relevant regulatory authorities; and subject to the business plan and the written consent of the **LESSOR**, to build structures which cover for livestock outstanding facilities.
- (i) Not to transfer, assign, charge or otherwise part with the possession of the demised property without the written consent of the **LESSOR**;
- (j) The **LESSEE** to give access and permit the **LESSOR**, her agents, employees or other duly authorized representatives to enter the demised property at any time during the lease period to inspect the state and condition thereof;
- (k) Without prejudice to other rights that may be exercised by the LESSOR, the LESSEE shall make good, at her own expenses both material damage and labour costs for the damage caused to the demised property by the lessee.
- (l) To comply with the National and Local Government laws
- (m) To put identifiable marks that bear the block number of the demised property.
- (n) To put identifiable marks to cattle, goats, sheep and other reared at the demised property.
- (o) To establish roads that makes the demised property accessible throughout the year.
- (p) Not to erect any permanent building or structure unless sanctioned by the LESSOR through a written consent.
- (q) The **LESSEE** shall submit progress reports to the **LESSOR** after every six months of the financial year regarding its project.
- (r) The LESSEE shall protect the demised property against trespassers. If the demised property is trespassed, the LESSEE shall be responsible to remove the trespassers at its own costs.

**11. LESSOR's COVENANTS** with the LESSEE as follows: -

- (a) The **LESSEE** having paid lease Rent and performing all covenants and stipulations herein, shall hold and enjoy the lease term without any unwarranted

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interruption by the **LESSOR** or any person lawfully claiming under her, her agents, employees or other duly authorized representatives;

(b) The **LESSOR** shall monitor the implementation and assess performance and adherence to the business plan submitted by the lessee after every six (6) months or whenever the need arises.

(c) In all events where the **LESSOR** has to give its consent, such consent shall not be unreasonably withheld.

## **12. DOCUMENTS ANNEXED IN THE AGREEMENT**

The Business Plan annexed in this agreement shall be an integral part of this Agreement.

## **13. TERMINATION RIGHTS AND VARIATION OF CONTRACT**

- a) Termination rights shall be exercised after a duly served notice of thirty (30) days.
- b) The **LESSOR** reserves the right to terminate the Agreement if there is a breach of any covenant or other terms of this Agreement and such termination shall be exercised if the breach remains unresolved for a period of ninety (90) days after the termination notice has been issued.
- c) Upon termination of this Agreement, the Agreement period comes to an end and if there is no renewal, in regards to enjoyment of the leasing period by the **LESSEE**, it is hereby agreed that all the infrastructures attached to the land shall be owned by the lessor.
- d) The **LESSOR** shall retain the lease Rent already paid in the event the **LESSEE** causes or prematurely terminates the agreement for his convenience.
- e) No addition to or variation, consensual cancellation or notation of this agreement and no waiver of any right arising from this agreement shall be of any force or effect unless reduced in writing and signed by all the parties or their duly authorized representatives.

## **14. GOVERNING LAW**

This Lease shall be governed by and construed in accordance with the laws of Tanzania.

## **15. SERVICE OF NOTICES**

Any notice under this lease shall be in writing and shall be taken to be duly served on either party if dispatched at the physical address of the party concerned or if posted under a certificate of registration to the last known address of such party, inclusive email address of the parties as herein provided.

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**16. FORCE MAJEURE:**

No party shall be considered to be in default of its obligation herein if the performance of the Agreement is prevented by wars, hostilities, revolution, civil commotion, unforeseen labour conflicts, contagious diseases, accidents, fire, act of Government, or by any other event beyond reasonable control of the party affected. Provided that, notice in writing of the occurrence of such event and effect on the party's ability to perform its obligation herein is given to the other party within seven (7) days of the date of its occurrence. Failure to remedy the situation after the agreed grace period, the aggrieved party shall have the right to terminate the Agreement.

**17. CONFIDENTIALITY**

Neither Party shall disclose the terms and conditions of this Agreement to any third-party, except to the limited extent such disclosure is required by law or regulation or to professional advisors (such as accountants, attorney and financial advisors) under this lease agreement and this provision shall survive up to the termination of this agreement.

**18. SEVERABILITY**

If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**19. MATTERS NOT COVERED**

Any matter which is not specifically provided for in this agreement shall be governed by and construed in accordance with the laws in force in Tanzania.

**20. ENTIRE AGREEMENTS**

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Lease Agreement except to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement. Each of the Parties acknowledges and agree that in entering into this Agreement it has not relied on (nor has been induced to enter into this Lease Agreement by) any statement, representation, warranty or understanding made prior to this Lease Agreement."

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**21. WAIVER**

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocable or irrevocably a similar covenant or similar covenants affecting this Agreement.

**22. DISPUTE RESOLUTION**

Whenever any dispute arises in relation to this Agreement, the parties shall use amicable means of settlement before invoking the court of laws.

**23. RULE AGAINST CONTRA PREFERENTUM PRINCIPLE**

No rule of construction is to apply to the disadvantage of a party on the basis that, that party drafted the whole or any part of this Agreement.

**IN WITNESS WHEREOF**, both parties have executed this agreement in the mannered year hereinafter appearing.

**SEALED** with the **COMMON SEAL** of **NATIONAL RANCHING COMPANY LIMITED** and

**DELIVERED** at DODOMA in our presence

This Date: 02.04.2025

Full Name: MOHAMEDI MBWANA

Signature: [Signature]

Postal Address: P.O. BOX 1819 DODOMA

Qualification: MANAGING DIRECTOR

Date: 02.04.2025

Full Name: BWIRE K. MWIJARUBI

Signature: [Signature]

Postal Address: P.O. BOX 1819 DODOMA

Qualification: AGDPID

Date: 02.04.2025



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[Signature]

SEALED with the COMMON SEAL of  
TANZANIA GAME AND LIVESTOCK BREEDERS LIMITED  
DELIVERED at DODOMA in our presence

This Date: 02 April 2025

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Lessee's Seal



Full Name: *Azizur Aziz*  
Signature: *[Signature]*  
Postal Address: *10954 Dhu*  
Qualification: *Managing Director*  
Date: *02 April 2025*

Full Name: *GERALDINA PAUL*  
Signature: *[Signature]*  
Postal Address: *24226 DCM*  
Qualification: *NOTARY PUBLIC*  
Date: *2/7/2025*



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