

LAND LEASE AGREEMENT (INDUSTRIAL USE)

This Lease Agreement is made on this 1 day of January 2026.

BETWEEN:

LEAH NGOWI (hereinafter referred to as the "Lessor"),

AND

BIO SOILZ EAST AFRICA LIMITED, a company duly incorporated in the United Republic of Tanzania (hereinafter referred to as the "Lessee").

1. LEASED PROPERTY

The Lessor hereby leases to the Lessee a parcel of land measuring **Three (3) Acres**, located at:

Ngaramtoni, Arumeru District, Arusha Region, Tanzania

(hereinafter referred to as the "Premises").

The Premises are confirmed to be **suitable for industrial development and manufacturing activities**, including agro-processing and bio-fertilizer production.

2. PURPOSE OF LEASE (INDUSTRIAL USE)

The Premises shall be used **strictly for industrial purposes**, specifically for:

- Establishment and operation of a **bio-fertilizer manufacturing plant**
- Processing, production, formulation, packaging, and storage facilities
- Research and development (R&D) laboratory and testing activities
- Warehousing, logistics, and distribution operations

The Lessor expressly consents to and authorizes the use of the land for **industrial and manufacturing purposes**, in compliance with Tanzanian laws and regulations.

3. TERM OF LEASE

This Lease shall be for a period of **Five (5) Years**, commencing on **1st January 2026** and expiring on **31st December 2030**.

The lease shall be renewable upon mutual written agreement of both parties.

4. RENT

The Lessee shall pay rent in the amount of:

USD 2,000 (United States Dollars Two Thousand only) per month

- Rent shall be payable **quarterly in advance** unless otherwise agreed in writing
- Payments shall be made to the Lessor's designated bank account

5. DEVELOPMENT AND CONSTRUCTION RIGHTS

The Lessee shall have full rights to:

- Construct industrial buildings, factory structures, warehouses, offices, and storage facilities
- Install machinery, equipment, utilities, and supporting infrastructure
- Undertake civil works, fencing, and site improvements necessary for industrial operations

All developments shall comply with applicable Tanzanian laws, including environmental, safety, and planning regulations.

6. REGULATORY COMPLIANCE

The Lessee shall be responsible for obtaining all required approvals, including but not limited to:

- Environmental Impact Assessment (EIA)
- Industrial and business licenses
- OSHA, TBS, and other regulatory approvals

The Lessor shall provide reasonable assistance where required to facilitate such approvals.

7. LESSOR'S WARRANTIES AND UNDERTAKINGS

The Lessor hereby represents and warrants that:

- She is the lawful owner of the Premises and has full legal authority to lease the same
- The land is free from encumbrances that would restrict industrial use
- The land is suitable and permissible for industrial and manufacturing activities
- There are no disputes affecting the land

8. ACCESS AND UTILITIES

The Lessee shall have unrestricted access to the Premises and the right to install and connect utilities including:

- Water supply
- Electricity
- Road access and transport infrastructure
- Waste management and environmental control systems

9. IMPROVEMENTS AND OWNERSHIP

All developments, buildings, and installations made by the Lessee shall remain the property of the Lessee during the lease term.

Upon expiry or termination, the parties may agree on:

- Renewal of lease; or
- Compensation for improvements; or
- Removal of installations by the Lessee

10. TERMINATION

Either party may terminate this Agreement by giving **three (3) months written notice**.

In the event of breach, the non-defaulting party shall have the right to terminate the agreement subject to applicable laws.

11. GOVERNING LAW

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

12. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

LESSOR

Name: Leah Ngowi

Signature: _____

Date: 1/1/2026

LESSEE

For: Bio Soilz East Africa Limited

Name: ERMIAS AYELE YIRGU

Signature: _____

Director

Date: 1/1/2026



For: Bio Soilz East Africa Limited

Name: Yonas Workeneh

Signature: _____

Director

Date: 1/1/2026

WITNESSES


