

**LEASE AGREEMENT**

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**BETWEEN**

**NATIONAL DEVELOPMENT CORPORATION**

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**AND**

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**SANDAMAX GROUP LTD**

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**Prepared by**

NDC Legal Secretariat,  
National Development Corporation,  
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Ohio Street/Kivukoni Front,  
P. O. Box 2669,  
**DAR ES SALAAM**  
Tel: +255 22 2124379

## LEASE AGREEMENT

THIS LEASE (Agreement) is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

### BETWEEN

**NATIONAL DEVELOPMENT CORPORATION**, a statutory corporation established and existing under the National Development Corporation (Establishment) Order G.N No.90 of 1969 having its principal office at **Development House Ohio Street Kivukoni Front of P. O. Box 2669 Dar es Salaam** (hereinafter referred to as "**the Lessor**" which expression shall, where the context so admits, include its successors and assigns) **OF THE FIRST PART**

### AND

**SANDAMAX GROUP LTD**, a limited liability company incorporated under the Companies Act, Cap 212, of **P.O. Box 55166, DAR ES SALAAM, TANZANIA** (hereinafter referred to as "**the Lessee**" which expression shall, where the context so admits, include its successors and assigns) **OF THE SECOND PART**

### WHEREAS:

- A. The Lessor is the rightful and registered holder of the land situated on Plot No. 645 Block "A", Kibaha, Coast Region (hereinafter "**the demised premises**").
- B. The Lessor is desirous of letting to the Lessee and the Lessee is desirous of renting the demised premises for the purposes of establishing a Manufacturing Plant for animal feed production, together with a warehouse for storage purposes referred to as "**the development**").
- C. The Lessee have the requisite financial resources, skills and ability to finance and implement the development in the demised premises.

**NOW THIS DEED WITNESSETH** as follows:

**1.0 DEFINITIONS.**

Unless a contrary intention clearly appears -

1.1. The following terms shall have the meanings assigned to them hereunder:

1.1.1 "Building" means the building or buildings and appurtenances thereto to be erected on the demised premises in the course of the Works and includes every other building at any time erected on the demised premises.

1.1.2 "Contractual term" means the period of **Thirty-Three (33) years from 1<sup>st</sup> February 2026**

1.1.3 "Demised premises" means a piece or parcel of land known as **Plot No.645, measuring 17,390 square meters** found at TAMCO Industrial Estate, Kibaha - Coast Region.

1.1.4 "Insured risks" means the risks or damage from fire, storm, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles other than those resulting from wars, flood damage and bursting and overflowing of water pipes and tanks and any other risks, whether or not in the nature of the foregoing, that the Lessee acting reasonably from time to time decides to insure against.

1.1.5 "Permitted use" means the development to be carried out at the demised premises in accordance with the **B u s i n e s s P l a n** submitted by the Lessee to the Lessor.

1.1.6 "Business Plan" means the plan of the building or buildings and appurtenances thereto to be erected on the demised premises as may be agreed by the parties and approved by the Lessor.

1.1.7 "Tax" means any present or future tax, levy, import duty, charge, surcharge, fee, deduction or withholding in the nature of a tax, under whatever name, imposed, levied or assessed by any Authority including, without limitation, any interest, penalty, fine or surcharge in connection with any failure to pay or delay in paying of any of the aforesaid.

1.2 "Works" means the construction of a Manufacturing Plant for animal feed production, together with a warehouse for storage purposes (hereinafter referred to as "the development").

1.3 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor change nor amplify the terms of this Agreement nor any clause hereof.

- 1.4 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.6 when any number of Days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last Day unless the last Day falls on a Saturday, Sunday or public holiday, in which case the last Day shall be the next succeeding Day which is not a Saturday, Sunday or public holiday;
- 1.7 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.8 reference to month/s or year/s shall be construed as Gregorian calendar month/s or year/s;
- 1.9 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.10 any reference in this Agreement to a Party shall, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be;
- 1.11 any provision of this lease imposing a restraint, prohibition or restriction on a Party shall be so construed that the Party is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any part thereof through, under, by arrangement with, or at the invitation of, the Party, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the Party or its Associates;
- 1.12 whenever used in this Agreement, unless the context clearly indicates otherwise, the use of the singular includes the plural and vice versa and the use of any gender applies to any other gender.

## 2.0 DEMISE

In consideration of the rent and the mutual covenants hereinafter reserved and contained, the Lessor hereby demises unto the Lessee the demised premises from the 1<sup>st</sup> February 2026 for the contractual term of **Thirty-Three (33)** years agreed herein and from July, 2025 up to January, 2026 shall be a grace period of six (6) months.

### **3.0 THE LESSEE'S COVENANTS**

The Lessee hereby covenants with the Lessor to fulfil the following obligations:

#### **3.1 Planning and Development**

##### **3.1.1 *Compliance with the Urban Planning Act, No.8 of 2007***

During or after the period of construction of the Works herein described, the Lessee shall observe and comply with the provisions and requirements of the Urban Planning Act, No.8 of 2007 or any other Acts or Regulations that may affect the demised premises and their use.

##### **3.1.2 *Change of Use***

The Lessee shall not at any time change the use of the Demised Premises unless the written consent of the Lessor has been obtained.

#### **3.2 Works**

##### **3.2.1 *Works***

The Lessee shall erect upon, and develop, the demised premises in accordance with the construction plan on the demised premises approved by the Lessor.

##### **3.2.2 *Construction Risk***

The Lessee shall, during the construction period and before the completion date, assume all the contractual risks. However, the Lessor shall cooperate with the Lessee in the event Lessor intervention is needed.

##### **3.2.3 *Entry for inspection***

During the Contractual term of the Agreement, the Lessee shall permit the Lessor during normal business hours to enter and inspect the demised premises to satisfy itself that the covenants herein stipulated have been observed and performed.

#### **3.3 Rent**

##### **3.3.1 *Obligation to pay Rent***

The Lessee shall pay the Lessor a Rent of USD 17,390 per annum for 17,390 square meters (being 1 USD per square meter per annum payable in TZS currency according to the prevailing exchange rate) VAT Exclusive. Accordingly, the Lessee shall pay to the Lessor USD 17,390 on the date of signing this Agreement being one (1) year rent.

##### **3.3.2 *Rent review***

Rent shall be reviewed after every five (5) years from the date of signing of this Agreement, at the rate not exceeding 5% increase from the earlier rent payable.

**3.3.3 Penalty on arrears of Rent**

The Lessee shall make rent payments upon receipt of an invoice from the Lessor. The Lessee shall have thirty (30) days from the date of the invoice to complete the payment. Failure to make the payment shall result in a penalty of five percent (5%) of the outstanding amount, which shall be added to the overdue balance.

**3.4 Utility Charges**

The Lessee shall pay all bills and charges for water, electricity, telecommunications and other services consumed or used in respect of the demised premises during the Contractual term and shall comply with any lawful requirements, order or regulation in respect thereof. For avoidance of doubt, the Lessee shall not be bound to pay past bills which accrued prior to the occupation of the demised premises. All past bills shall be settled by the Lessor.

**3.5 Alienation**

**3.5.1 Alienation prohibited**

The Lessee shall not hold the demised premises on trust for another nor shall it part with possession thereof or permit another person to occupy the demised premises except pursuant to a transaction permitted by and effected in accordance with this Agreement.

**3.5.2 Assignment, Mortgage, Subleasing and Charge**

- (a) The Lessee shall not assign, mortgage, sublease or charge the whole or any part of the demised premises without prior written Consent from the Lessor.
- (b) In case of sub-leasing or assignment to a subsidiary company of the Lessee, the Lessee shall inform the Lessor in writing and no prior consent of Lessor is required.
- (c) In the event, the Lessee is granted consent to assign or mortgage or sublease or charge, the Lessee shall submit to the Lessor copies of an agreement for assignment or mortgage or sublease or charge for review, prior to entering into such agreement.
- (d) If the review finds a potential breach of this Agreement, the Lessor shall require the Lessee to rectify such potential breach within twenty-one (21) days or shall withdraw its consent.

**3.5.3 Assignment Subject to conditions**

The Lessor may impose any condition on giving any consent for an assignment of the demised premises by the Lessee and any such consent

shall be taken to be subject to the condition, among others, as may be specified by the Lessor, that if reasonably so required by the Lessor on an assignment to a limited company, the assignee ensures that at least two Directors of the company, or some other guarantor or guarantors reasonably acceptable to the Lessor, enter into direct covenants with the Lessor.

### **3.6 The Permitted Use**

#### **3.6.1 Permitted Use**

The Lessee shall not, at any time on or after the signing of this Agreement, use the demised premises other than for permitted use in accordance with this Agreement.

#### **3.6.2 Nuisance and annoyance**

The Lessee shall not use the demised premises in such a way that creates nuisance or annoyance to the public and neighbors or disturb the quiet enjoyment of their adjoining premises.

#### **3.6.3 Illegal purposes**

The Lessee shall not use or permit to be used the demised premises for illegal activity.

### **3.7 Indemnities**

The Lessor and the Lessee shall hold each other harmless from and against, and agree to defend the other party from and against, all damages, losses, changes, costs, expenses, actions, demands, proceedings, claims and liabilities concerning this Lease and the demised premises, arising out of the acts, negligence or omissions of the indemnifying party and the indemnifying party's agents, servants or licensees. In the event of negligence, the Lessor or Lessee shall indemnify the other only to the extent of the indemnifying party's own negligence (or that of its agents, servants or licensees).

### **3.8 Encroachments**

The Lessee shall take all reasonable steps to prevent the construction of any structure, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the demised premises by any person and shall notify the Lessor immediately of the same. At the request of the Lessor, the Lessee shall adopt such means as are reasonable to the Lessor in preventing the making of any encroachment or the acquisition of any easement.

### **3.9 Insurance**

The Lessee shall insure the demised premises, and the Works against risks.

### **3.10 Payment of Property Taxes and Land rents.**

The Lessor shall pay to the Government, Local Authority or any Agency authorized on that behalf all existing and future land rents. The Lessee shall pay property tax relating to the demised premises and stamp duty during the Contractual term of this Agreement.

All taxes, duties and levies related to the business of the Lessee shall be paid by the Lessee.

**3.11 Compliance with Licensing Requirements**

The Lessee shall comply with legal requirements and procedures for obtaining licenses from respective Government institutions and agencies for operating the assembly plant and the Lessor shall cooperate and assist the Lessee as the case may be.

**3.12 Reversion of the demised premises improvements**

At the expiry of the lease term provided herein or its sooner determination, all improvements, developments, construction and immovables which were made, improved, developed, constructed, fixed by the Lessee on the property for the purposes of **establishing a Manufacturing Plant for Animal Feed Production, together with a warehouse for Storage Purposes** shall continue to remain the property of the Lessor and the Lessee shall leave with all of its movable's property.

**4.0 THE LESSOR'S COVENANTS**

The Lessor covenants with the Lessee to perform the following obligations: -

**4.1 Quite Enjoyment**

Subject to payment of rent herein reserved and observing and performing the covenants herein contained or implied, the Lessor shall permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the term herein granted without any interruption from the Lessor or any person acting on his behalf.

**4.2 No Encumbrances Relating to the Demised Premises**

The Lessor shall ensure that the demised premises are free from all encumbrances, charges, claims, mortgages, lien, attachments, injunctions, litigations, disputes and that the Lessor confirms that no notice thereof has been received by the Lessor and the Lessor confirms that it shall keep the demised premises free from any encumbrances whatsoever during the current of this Agreement.

**4.3 Consent Giving Effect to the Agreement**

In case the demised premises is proposed to be sold or transferred by the Lessor during the current of this Lease, the Lessor shall immediately in writing, notify the Lessee such proposed sale or transfer or at the very least 360 days in advance and such sale or transfer shall be expressly subject to the terms and conditions of this Agreement.

## **5.0 DISPUTE RESOLUTION**

- 5.1** Any dispute arising from or in connection with this Agreement shall be **settled amicably** by the Parties through negotiations without recourse to legal proceedings.
- 5.2** If the Parties do not resolve their dispute amicably within 14 days; such dispute shall be referred to a **Court of Competent Jurisdiction** in Tanzania.

## **6.0 RENEWAL**

The Lessee may, not less than six (6) months before the expiry of the contractual term hereby granted, by notice in writing, inform the Lessor of its desire to renew the Lease and the Lessor may, on such terms and conditions and at such increased rent as the Lessor and the Lessee may mutually agree, renew the same.

## **7.0 TERMINATION**

- 7.1** The Lessor may terminate the Lease Agreement upon issuance of a written six (6) months' Notice of Intention to terminate only when:
- 7.1.1** Any rent remains unpaid for one month following the due date, regardless of whether a written demand for payment has been made by the Lessor or the Lessor's agent;
- 7.1.2** The Lessee failed for a period of one month to perform any condition, covenant or other term, the performance of which has been assumed by the Lessee expressly or impliedly in the lease.
- 7.2** The Lessee can terminate this Lease Agreement by issuance of six (6) months' written Notice of Intention to Terminate.
- 7.3** Any advance rental payment that was made to the Lessor shall be refunded to the Lessee within ninety (90) days upon the lapse of six (6) months' notice of intention to terminate.

## **8.0 LAWS APPLICABLE**

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

## **9.0 MISCELLANEOUS PROVISIONS**

### **9.1 Notices**

A notice under this Lease shall be in writing and, unless the receiving party or his authorized agent acknowledges receipt, shall be valid if: -

- 9.1.1** it is given by hand, sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy shall be given by hand or sent by registered post or recorded delivery on the same day; or

- 9.1.2 sent by email through prior designated email addresses of both Parties
- 9.1.3 where the receiving party is the Lessee, at the demised premises; or
- 9.1.4 where the receiving party is the Lessor, at the physical address shown in this Lease or at any address specified in a notice given by the Lessor to the Lessee and acknowledged by the receiving party

9.2 Each party shall notify the other party of any change of address within forty-eight hours of such change.

9.3 Each party chooses the address set out opposite its name below as its *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement:

NDC at:  
Development House  
Ohio Street/ Kivukoni Front,  
P. O. BOX 2669,  
**Dar es Salaam.**  
Fax +255 22 211 3618  
Email: [ndc@cats-net.com](mailto:ndc@cats-net.com)

Managing Director,  
Sandmax Group Ltd,  
P. O. Box 55166  
**Dar es Salaam.**

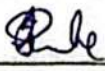
**9.4 Amendments to the Lease**

The covenants and terms herein contained may, from time to time, be amended by the Parties subject to mutual agreement and acceptance of amendments and such amendments shall be in writing and shall be supplemental to this Lease.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year aforementioned

SEALED with the Common Seal of the said NATIONAL DEVELOPMENT CORPORATION and DELIVERED in our presence this...<sup>21<sup>st</sup></sup>...day of January, 2025.


Name: DR. NICOLAUS H. SHOMBE

Signature: 

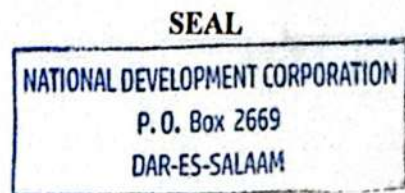
Designation: MANAGING DIRECTOR

Witness to the above Signature:

Name: ERNESTO J. DORIYE

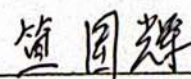
Signature: 

Designation: Ag. Corporation Secretary



SIGNED and SEALED with the Common Seal of the said SANDAMAX GROUP LTD and DELIVERED in our presence this.....day of.....2025.

Name: DA GUO HUI


Signature: 

Designation: DIRECTOR



Witness to the above Signature:

Name: CHUKUDA PETER KUBALLINGA

Signature: 

Designation: ADVOCATE

