

**THE UNITED REPUBLIC OF TANZANIA
LEASE AGREEMENT**

This agreement is made this 14th Day of March 2020

BETWEEN

VICFISH LTD of P.O Box 164 Mwanza Tanzania a company duly incorporated under Tanzania laws(hereinafter referred to as the "**LESSOR**", which expression shall where the contex so permit include its successor in title, nominees and assignees).

AND

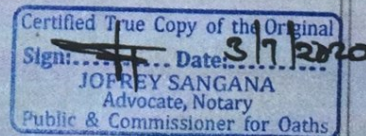
SUPREME PERCH LIMITED of P.O Box 1139 Bokoba, Tanzania. Plot No.37, Nyamkazi Industrial Area, a company duly incorporated under Tanzania laws(hereinafter referred to as the "**LESSEE**" which expression shall where the contest so permit include its successors in title nominees and assignees).

WHEREAS

- A. THE LESSEE is engaged in the business of procuring, processing, marketing and exporting of fresh and frozen Nile Perch products related thereto in Tanzania and it is desirous of renting and using the LESSOR'S premises/processing plants known as **VICFISH LTD Bukoba**.
- B. The LESSOR is ready and willing to lease the above-mentioned premises to the LESSEE upon such terms and conditions contained herein which shall govern the roles, responsibilities, dutes and obligations of the respective parties under this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) The lessor shall provide its premises/ processing plant known as **VICFISH LIMITED** of P.O Box 1139 Bukoba, Tanzania. Plot No.37, residential building on plot No37/392, strofoam machine building (EPS plant), Fish maws` drying plant on plot No37/392, garage area on plot No37/392, and jetty area all located at Nyamkazi Industrial Area, Bukoba hereinafter referred to as "the demised premises" together with vchicles, factory equipment and machine as shown in appendix 'A' which also forms part and parcel of this contract.




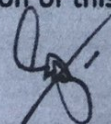
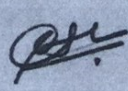
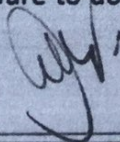
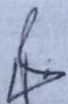
b) Proposed arrangements for the upholding of food safety and quality management and certification.

1. The LESSEE undertakes and agrees to produce high quality products in order to maintain the LESSOR'S good public image and reputation as a producer of high quality fish products, The LESSEE shall be responsible to maintain and retain the quality documents and liable to pay all quality assurance fees and license such as but not limited to TFDA,TBS,OSHA,BRC,ISO,WMA, HALAL, HACCP, USFDA and others which may be applicable from time to time. The LESSEE shall be liable for and complaints made by customers in accordance to the laws of Tanzania.
2. The LESSEE shall be responsible to run the food quality and safety system that guarantees the requisite condition stipulated by the competent authority of Tanzania and the various auditing bodies for the regulatory and the voluntary certifications of the LESSOR in places at the time of signing this agreement.
3. The LESSOR shall have the right to nominate its representatives as a full member of the HACCP (Hazard Analysis and Critical Conytrol Poins) team to monitor the quality and production of the LESSEE.
4. The LESSOR will allow the LESSEE to operate under its "Establishment Approval Number" APP 229 for production and export purpose only, provided the LESSEE adheres to the requisite condition attached to these license and certification. The said certificate may be taken back if the lessee will not observe the conditions for which the said license certificate was granted.
5. Structural changes and modification recommended by the competent authority on quality ground shall have to ve at the cost of LESSEE and regular maintenance of the existing facility after the handover shall be at the cost of the LESSEE but provided that the said maintenance shall not change the structural appearance of the building.
6. No Structural changes after the takeover by LESSEE shall be allowed unless it is mutually agreed between the two parties and such agreed changes will be done at the cost of 100% to the LESSEE.
7. Investment made by the LESSEE on plant , machinery and equipment shall remain as LESSEE property which can be modified, dismantled of shifted at any time without the consent of the LESSOR. Any structural damages causes by installation of a new machine or any alteration shall be made good by the LESSEE at the end of the contract to a standard and quality as if damage has not happened.

c) Proposed trading and administrative arrangements.

1. The LESSEE shall ensure the factory is operated in conformity with the relevant environmental regulation and failure to do so may warrant termination of this

Certified True Copy of the Original
Sign:  Date: 5/7/2022
JOFREY SANGANA
Advocate, Notary
Public & Commissioner for Oaths



contract by the LESSOR and if the contract is terminated on this ground the LESSEE shall be liable to pay amount of USD.....as penalty.

2. The LESSEE shall contribute to the fish processors association fees or any other required annual fees.
3. The LESSOR may, at his discretion and where possible , designate a person who will act as a joint liason officer reponsible for coordition and sorting out any issue relating to the performance of this agreement that may arise during the duration of this agreement.
4. The LESSOR shall insure and keep the factory premises and machinery insured against loss or damage incurred by fire and other such risks at its costs except LESSEE'S properties and all other new installed machines by the LESSEE. Any claim arising out of proven negligence by the LESSEE resulting in the insurance company's refusal to compensate shall be the reponsibility of the LSSEE and the LESSEE shall be required to make good the damaged property.
5. The insurance premium of the vehicles availed by the LESSOR to the LESSEE shall be paid by the LESSEE from the date of signing this agreement and shall refund the LESSOR any amount that will be used by the LESSOR for such purposes on the date of signing this agreement.


d) Proposed arrangement with respect to the current workers/employees of the LESSOR.

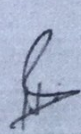
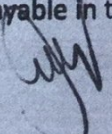
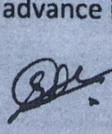
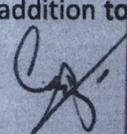
1. The LESSEE shall initially offer fresh employment contracts to the work force in employment of the first party at its convenience.
2. The LESSEE shall handle its own recruitment of staff and workers at its own expense and in its name.
3. The LESSEE shall also ensure compliances in its own name with legal requirements and regulation relating to workers including but not limited to the Employment Act ,Workman's Compensation Act, and Social Security Schemes Act and trade union agreements at sector level.

e) The LESSEE shall take over the demised premises and shall be liable for expenses incurred in the production and export of fish products including but not limited to salary and wages, electricity, telecommunication, security,water and sewerage and shall be responsible for its finished goods and commodities.

f) Consideration

1. The LESSOR'S plant / factory is let to the LESSEE at a monthly \$ US Dollars 60,000/-(Sixty thousand United States Dollars) net VAT and Wihholding Tax being payable by the LESSEE, payable in three months in advance in addition to

Certified True Copy of the Original
Sign:  Date: 27/2020
JOPREY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

the advance payment of rent stated here the LESSEE shall pay a deposit of \$ US Dollars 180,000/- to three months' rent which shall be refunded to the LESSEE after the expiration of this contract.

2. After the expiration of this contract and it is shown that the LESSOR suffered damages caused by LESSEE'S wrongful actions, the LESSOR shall deduct from the said amount above in order to recover the expenses and costs incurred resulted from LESSEE breach of the contract.
3. The rent shall be due on every third month 1st day of the month of the LESSEE shall make payment in full not exceeding the 10th day of the invoice month provided the invoice from the LESSOR Was raised before 25th of previous month.
4. The rent may be revised after three(3) year of tenancy on mutual agreement.

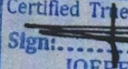
g) Duration

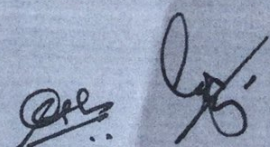
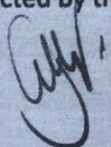
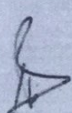
1. The tenancy hereby created commences on the 15th Day of March 2020 for a period of three years renewable on such terms and conditions as shall then be agreed by the parties.
2. Either party may give six (6) months notice of its intention of not to renew this agreement and if such notice is not given, the tenancy shall automatically be in force.
3. Upon issuance or receipt of the notice of non-renewal of the tenancy, the LESSOR shall be authorised to (and the LESSEE shall be obliged to) allow the lessor reasonable access to the premises to allow prospective new tenants, if any, to view the premises only during the last two months of its notice period.

h) Warranties

The LESSOR warrants that

1. It has valid establishment approval numbers authorising it to process and export Nile Perch products, valid license for industrial processing of fish and fishery products, issued by the department of fisheries resources of Tanzania, and a valid requisite trading license.
2. Its factory is inspected and found to meet the requisite conditions to export to international markets, including EU markets.
3. All machinery listed down in Annexure 'A' hereto are in good working condition and that these have been inspected by the LESSEE.

Certified True Copy of the Original
Sign:  Date: 3/7/2020
JOFREY SANGANA
Advocate, Notary
Public & Commissioner for Oaths




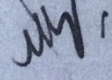
4. All outstanding bills including but not limited to electricity ,water and all statutory requisite dues have been paid and / or are up to date and any claim arising prior to this agreement will be settled by the LESSOR.
5. Both parties mutually warrant that they have the power to enter into this agreemnet and they have obtained all necessary approvals and consents.

i) Contractual Obligations.

1. All contracts arising from the business to be conducted by the LESSEE in the LESSOR premises shall be in the name of the LESSEE and the LESSEE shall not bind the LESSOR unless express written consent has been sought and given by the LESSOR.
2. Once this contract is signed the LESSOR shall not have any obligation regarding the operation of business including all the Government texes and other expenses which was previously incurred by the LESSOR.
3. It will be the responsibility of the lessee to pay all taxes and expenses relating to its business.
4. It shall be the LESSEE'S sole obligation to abide to the requisites of the law of the land in relation to the size, standards and quality of the fish to be processed, sold and exported and in the event of any contravention resulting into closure of the factory or ban on the productd which would otherwise have been produced and exported by the LESSOR in any place of destination the rent shall remain in force for such period and the LESSEE shall be duly bound to clear the good image of the factory.

j) The LESSEE Convenants with the LESSOR as follows:

1. To keep and maintain all the plant equipment and vehicles listed in annexure 'A' of this agreement are in good working condiyion all times and to keep in good state of repair the demised premises and not to do or to suffer to be done any damage to the demised premises.
2. To keep adequately clean all the buildings yard sewers and drains water and sewerage tanks, fences and walls standing or erected the demised premises.
3. To take full charge of day and night security of all assets on the demised premises.
4. To pay all requisite utility bills for use of the premises including but not limited to electricity, water, telephone and security and to keep all receipts of payments as evidence to the LESSOR to prove the payments.
5. To ensure that equipment, machinery and vehicles are serviced according to an agreed preventive maintenance schedule as agreed between the parties to this agreement and that the said equipment shall promptly be repaired when

Certified True Copy of the Original
Sign:  Date: 3/7/2020 
JOPREY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

damaged. Records for such repairs shall be well kept by the LESSEE to be open for inspection by the LESSOR.

6. To use the demised premises / factory for processing and production of Nile Perch and related products only.
7. Not to assign, sublet, charge or otherwise dispose of the demised premises/factory or any part thereof without the prior consent in writing of the LESSOR. FOR AVOIDANCE OF DOUBT, the Lessee is authorised to sublet the said premises only on account of drying Fish maws and or handling other Fish by-products.
8. To allow the LESSOR or its authorised agent's at all reasonable time during the day to enter into the demised premises and inspect the same and, on notice, to repair or renovate the premises.
9. At all times to keep the demised premises and all the surroundings in tenable tidy and clean condition.
10. Not to permit any unusual activities to be done upon the demised premise or anything which shall be considered an offensive / illegal trade or may become a nuisance or inconvenience or cause damage to the LESSOR or the occupiers of any adjoining or neighbouring premises or to conduct any act whatsoever which may render the LESSOR liable to pay or incur unnecessary expense in respect of the demised premises and in such event the LESSEE shall be responsible to pay for the damage caused.
11. The LESSEE shall not make any structural changes or any other alteration onto the demised premise.

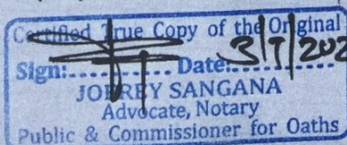
The LESSOR hereby covenants with the LESSEE as follows:

As long as the rent is paid, the covenants and conditions herein contained on the part of the LESSEE are duly observed the same allow the LESSEE to enjoy quiet and peaceful possession and occupation of the demised premises without any interruption by the LESSOR or any person lawfully claiming to act as its agent.

1. Provides always and it is hereby agreed and declared as follows

a) Breach

If the rental monies are not paid within 10 days of the due date (provided the invoice is raised in time) or if there shall be any breach or non observance by the LESSEE of any of the covenants or conditions herein before contained and on its part to be performed then and in any such case it shall be lawful for the LESSOR to re-enter upon the demised premises and terminate the agreement without prejudice to any other alternative remedies / rights to LESSOR failure



on the part of the LESSEE to observe any of its obligations herein where notice of such breach has served the LESSOR shall terminate the agreement.

b) Notice

Any notices under this agreement shall be in writing. Any notice to the LESSEE shall be sufficiently served to the LESSEE on the demised plant and any notice to the LESSOR shall be sufficiently served if delivered to the LESSOR personally or served on any agent authorised by the LESSOR to receive the same. Each party shall give fifteen(15) days written notice of a breach specified in the provisions of this agreement for compliance before action being taken.

c) Termination

Either party will be at liberty to terminate this agreement by serving to the other party a six(6) months written notice of its intention to do so and upon expiry of such notice the agreement shall come to an end.

d) Force Majeure

LESSOR shall not be responsible for any failure to fulfil any terms of this agreement if fulfilment has been delayed / hindered, interfered with or prevented by any circumstance whatsoever which are not within the control of the LESSOR. Closure of fishing in Lake Victoria by the Tanzania government as a conservations measures for a period longer than three months will constitute a Force Majeure and its terms shall then apply. In any event the balance of the lease rent paid shall be non-refundable. The existence of such Force Majeure must be communicated to the LESSOR within a period not more than 7 days.

e) Confidentiality

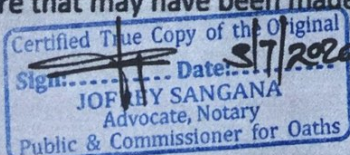
The parties undertaken not at any time during or after the term of this agreement to divulge or allow being divulged to any person any confidential information relating to each others' business of affairs other than to a person consented to by party whose information is to be divulged.

f) Delegation

Both parties undertake not to delegate, assign or sub contract any of the duties or obligations arising under this agreement otherwise than may be expressly consented to by either party.

g) Each party undertakes to fulfill its obligations hereunder and to carry out the operation of this agreement in compliance with professional standards and industry practices.

h) This agreement supersedes all other agreements, memorundums of whatever nature that may have been made between the parties.



- i) Any alterations and additions shall be with the consent of both parties.
- j) The laws of Tanzania shall govern this agreement, its meaning and interpretation and relationship between the parties and the courts of law of Tanzania shall have exclusive jurisdiction.
- k) Each party shall meet its own costs and disbursements incurred in connection with the preparation, negotiation and finalisation of this agreement.

IN WITNESS WHEREOF the parties hereon have set their respective hand on the day of the month and year first stated above.

SEALED with the **COMMON** seal of the said

VICFISH LTD and delivered at Mwanza

In our presence this 14th day of March, 2020

Name: Mr. Harkishnan Bhagat

Signature: *Harkishnan Bhagat*

Address: P.O Box 3978 Dar es salaam

Qualification: Managing Director

Name: Mr. Murtaza Alloo

Signature: *Murtaza Alloo*

Address: P.O Box 1654 Mwanza

Qualification: Director

BEFORE ME:

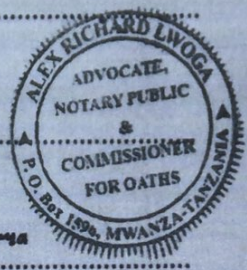
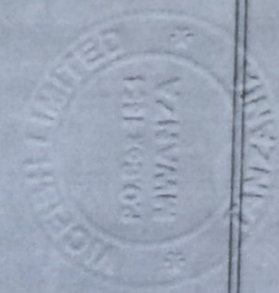
Name: *Alex Richard Lwoga*

Signature: *Alex Richard Lwoga*

Address: *15/6 Mwanza*

QUALIFICATION : COMMISSIONER FOR OATHS

Certified True Copy of the Original
 Sign: *[Signature]* Date: 3/7/2020
JOFREY SANGANA
 Advocate, Notary
 Public & Commissioner for Oaths



[Handwritten signatures]

SEALED with the COMMON seal of the said

SUPREME PERCH LTD and delivered at Mwanza

In our presence this 14th day of March 2020

Name: Mr. Saju Thankappan

Signature: 

Address: P.O Box 2589 Mwanza

Qualification: Managing Director

Name: Mrs. Smitha Saju


Signature: 

Address: P.O Box 2589 Mwanza

Qualification: Director

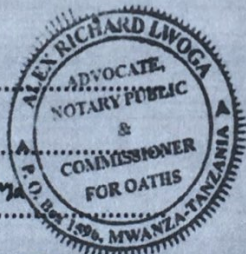
BEFORE ME:


Name: Alex Richard Lwoga

Signature: 

Address: 196 Mwanza

QUALIFICATION : COMMISSIONER FOR OATHS



Certified True Copy of the Original
Signature:  Date: 5/7/2020
JOFFEY SANGANA
Advocate, Notary
Public & Commissioner for Oaths

