

THE REPUBLIC OF TANZANIA
AGREEMENT TO LET PREMISES

This agreement is made this 1st Day of MARCH 2020

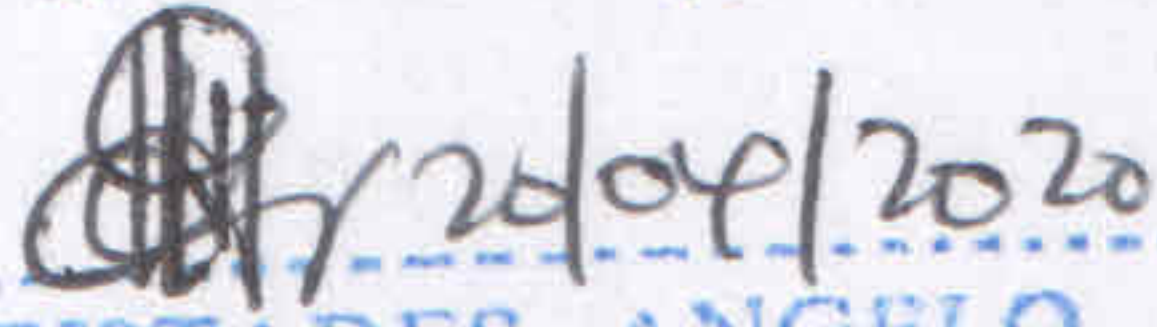
BETWEEN

DELISH FOODS LTD of P. O. Box 11346 Mwanza Tanzania a company dully incorporated under Tanzanian laws (hereinafter referred to as the "LESSOR", which expression shall where the context so permits include it's successors in title, nominees and assignees).

AND

PESCA PERCH LTD Ltd of P. O. Box 6222 Mwanza Tanzania, a Company duly incorporated under Tanzania laws (hereinafter referred to as the "LESSEE" which expression shall where the contest so permits include it's successors in title nominees and assignees).

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Advocate, Notary Public & Commissioner for Oaths

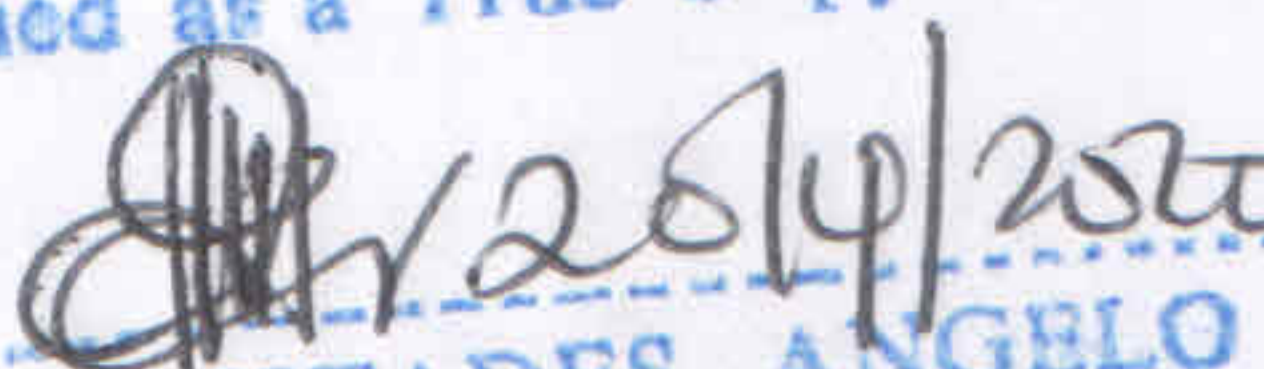
WHEREAS

- 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/factory known as DELISH FOODS LTD, Plot No 293 Isangijo, PO Box 11346, Mwanza.
- B. The LESSOR is ready and willing to lease the above-mentioned premises to the LESSER upon such terms and conditions contained herein which shall govern the roles, responsibilities, duties and obligations of the respective parties under this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS.

- a) The lessor shall provide its premises/processing plants known as DELISH FOODS LIMITED Mwanza limited to the fish processing plant + ablution block, fish maws processing and drying area, two (2) reefer containers, pump house + recycled water system, containerised office ONLY located on plot No 293 (EXCLUDING complete chicken processing plant, greenhouse area, pump room, main office block and any other undeveloped area on the site) and jetty area located at Igogo Industrial area, hereinafter referred to

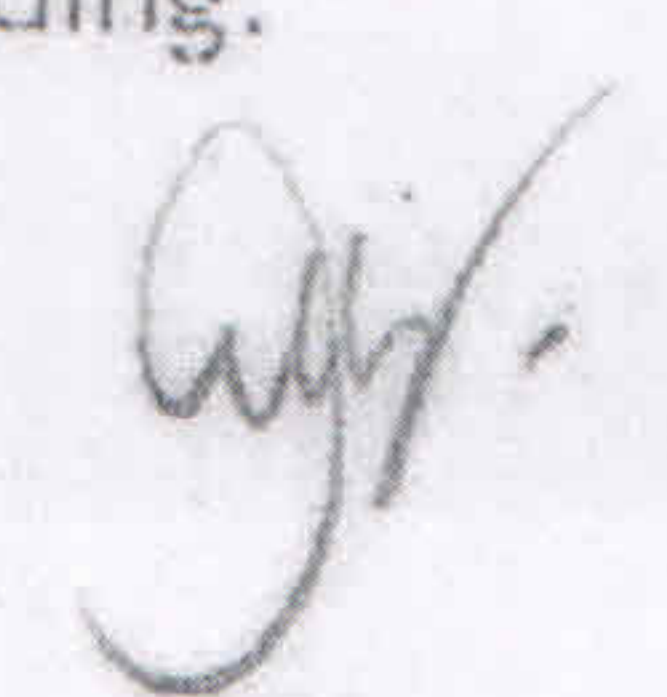
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as "the demises premises" together with factory equipment and machines as shown in appendix 'A' which also forms part and parcel of this contract.

- b) The Lessor shall get all the initial licenses related to the operation of the leased Facility and there after it's the responsibility of the lessee to renew & maintain thereafter.
- 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 licenses 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 conditions 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 Control Points) 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 232 for production and export/local sales purposes only, provided the LESSEE adheres to the requisite condition attached to this licenses and certification.
 5. Structural changes and modification recommended by the competent authority on quality ground shall have to be at the cost of LESSOR 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.



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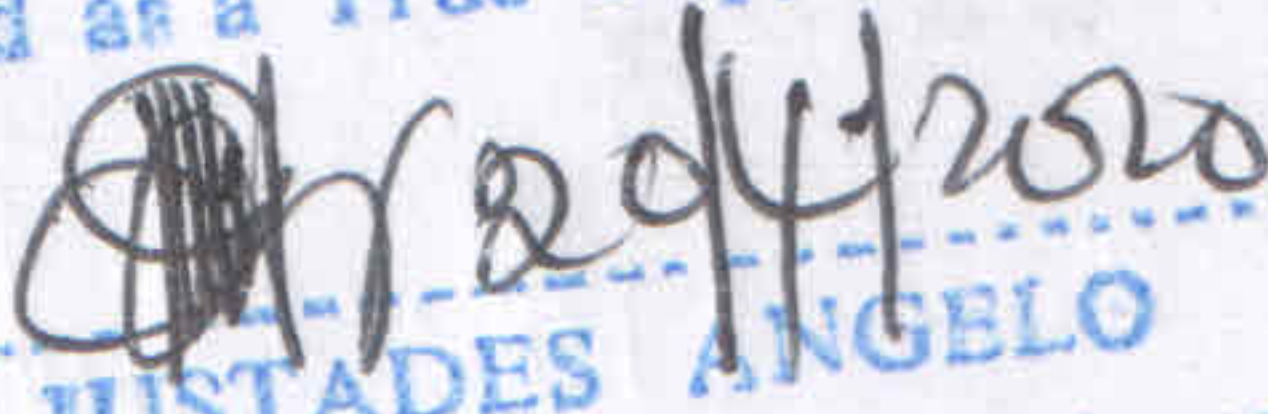
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6. No structural change after the takeover by LESSEE shall be allowed unless otherwise is mutually agreed between the two parties and such agreed changes will be done at the cost of 100% to the LESSEE.
 7. Investment made by the LESSEE on plant machinery and equipment shall remain as LESSEE property which can be modified, dismantled or shifted without prior consent of the LESSOR. Any structural damages cause 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 the damage has not happened.
 8. Within 6 months of production, the LESSOR will arrange for a jetty (with power supply and transformer) to load ice & offload fish on permanent basis with a provision to install an ice plant.
- c) Proposed trading and administrative arrangements.
1. The LESSOR shall ensure the factory is operated in conformity with the relevant environmental regulations and failure to do so may warrant termination of this contract by the LESSOR.
 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 liaison officer responsible for coordination 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 responsibility of the LESSEE and the LESSEE shall be required to make good the damaged property.
- e) Proposed arrangement with respect to the current workers/ employees of the LESSOR.

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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.
- f) 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.
- g) **Consideration**
1. The LESSOR'S plant/factory is let to the LESSEE at a monthly rent of USD \$ 5,000/- (Five Thousand United States Dollars) net VAT, stamp duty and Withholding Tax being payable by the LESSEE, payable in three months in advance.
 2. The rent shall be due every three months, 1st day of the month of the invoice and 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.
 3. The rent may be revised after five (5) years of tenancy on mutual agreement.
- h) **Duration**
1. The tenancy hereby created commences on the 1st Day of JUNE 2020 for a period of FIVE years' renewable on such terms and conditions as shall then be agreed by the parties, OR EARLIER DATE WILL APPLY GIVEN COMMENCEMENT OF PRODUCTION before 1st JUNE 2020.

2. Either party may give one (1) years' notice of its intention of not to renew this Agreement and if such notice is not given, the tenancy shall

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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.

I) Warranties

The LESSOR warrants that

1. It has valid establishment approval number authorizing 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. Source of water and waste treatment is efficient enough to handle the full production of the leased facility
4. All machinery listed down in Annexure 'A' hereto are in good working conditions and that these have been inspected by the LESSEE.
5. 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.
6. Both parties mutually warrant that they have the power to enter into this agreement and they have obtained all necessary approvals and contents.

J) 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 taxes and other expenses which was previously incurred by the LESSOR.

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- 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 of the LESSOR in any place of destination the rent shall remain in force for such period and the LESSEE shall be duty bound to clear the good image of the factory .

K) The LESSEE covenants with the LESSOR as follows:

1. To keep and maintain all the plant equipment listed in annexure 'A' of this agreement are in good working condition 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 buildings, yard, sewers and drains water and sewerage tanks, fences and walls standing or erected the demises premises.
3. To take full charge of day and night security of all assets on the demised premise.
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 and machinery 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 necessary. Records for such repairs shall be well kept by the LESSEE to be open for inspection by the LESSOR.
6. To use the demised premised/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 party thereof without the prior consent in writing of the LESSOR.

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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 tenantable, tidy and clean condition.
10. Not to permit any unusual activities to be done upon the demised premise or thing 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 neighboring 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.

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 LESSOR to observe any of its obligations herein where notice of such breach has been 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

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the LESSOR personally or served on any agent authorized 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 one (1) years' 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 fulfill any terms of this agreement if fulfillment 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 measure, for a period longer than three months, will constitute a Force Majeure and its terms shall than apply. 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 other's business or 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 fulfil 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, memorandums 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 which the preparation, negotiation and finalisation of this agreement.

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

SEALED with the COMMON seal of the said DELISH FOODS LTD and Delivered at Mwanza in our presence this.....day of2020

SEAL

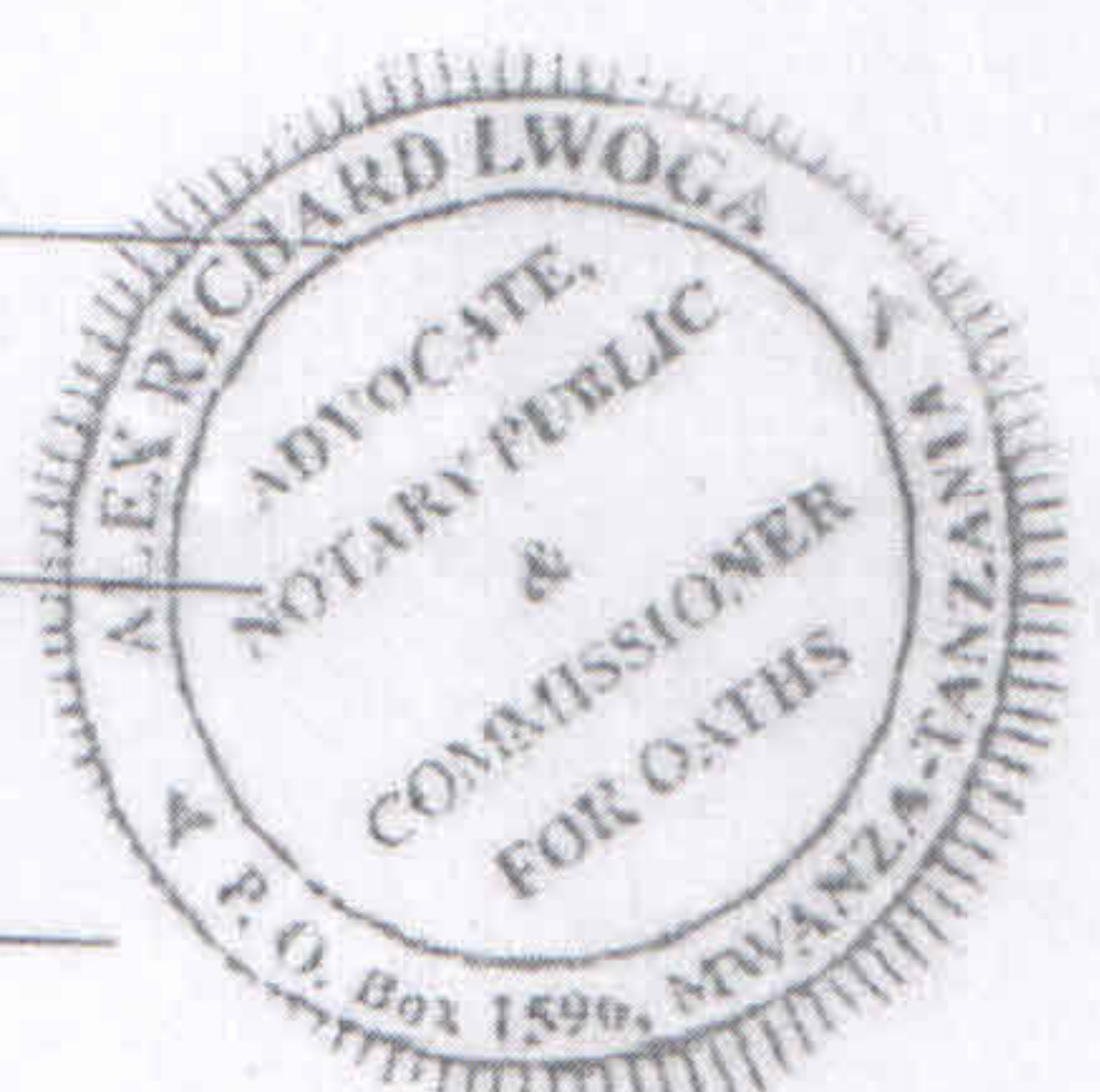
NAME: MURTAZA ALLOO
 SIGNATURE: [Signature]
 ADDRESS: PO BOX 11346, MWANZA
 QUALIFICATION: DIRECTOR

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[Signature]
 JUSTADES ANGELO
 Advocate, Notary Public & Commissioner for Oaths

NAME: HUSSEIN ALLOO
 SIGNATURE: Hussein
 ADDRESS: PO BOX 11346, MWANZA
 QUALIFICATION: DIRECTOR

BEFORE ME:

NAME: Alex Richard Lwoga
 SIGNATURE: [Signature]
 ADDRESS: 1196 Mwanza



SEALED with the COMMON seal of the said PESCA PERCH LTD and Delivered at Mwanza in our presence this.....day of2020

PESCA PERCH LTD
Box 6222
MWANZA
SEAL

NAME: WANG SHEN HONG

SIGNATURE: 王洪

ADDRESS: P.O. BOX 6222 MWANZA

QUALIFICATION: DIRECTOR

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NAME: SHEKARA POOJARI

SIGNATURE: [Signature]

ADDRESS: _____

QUALIFICATION: DIRECTOR

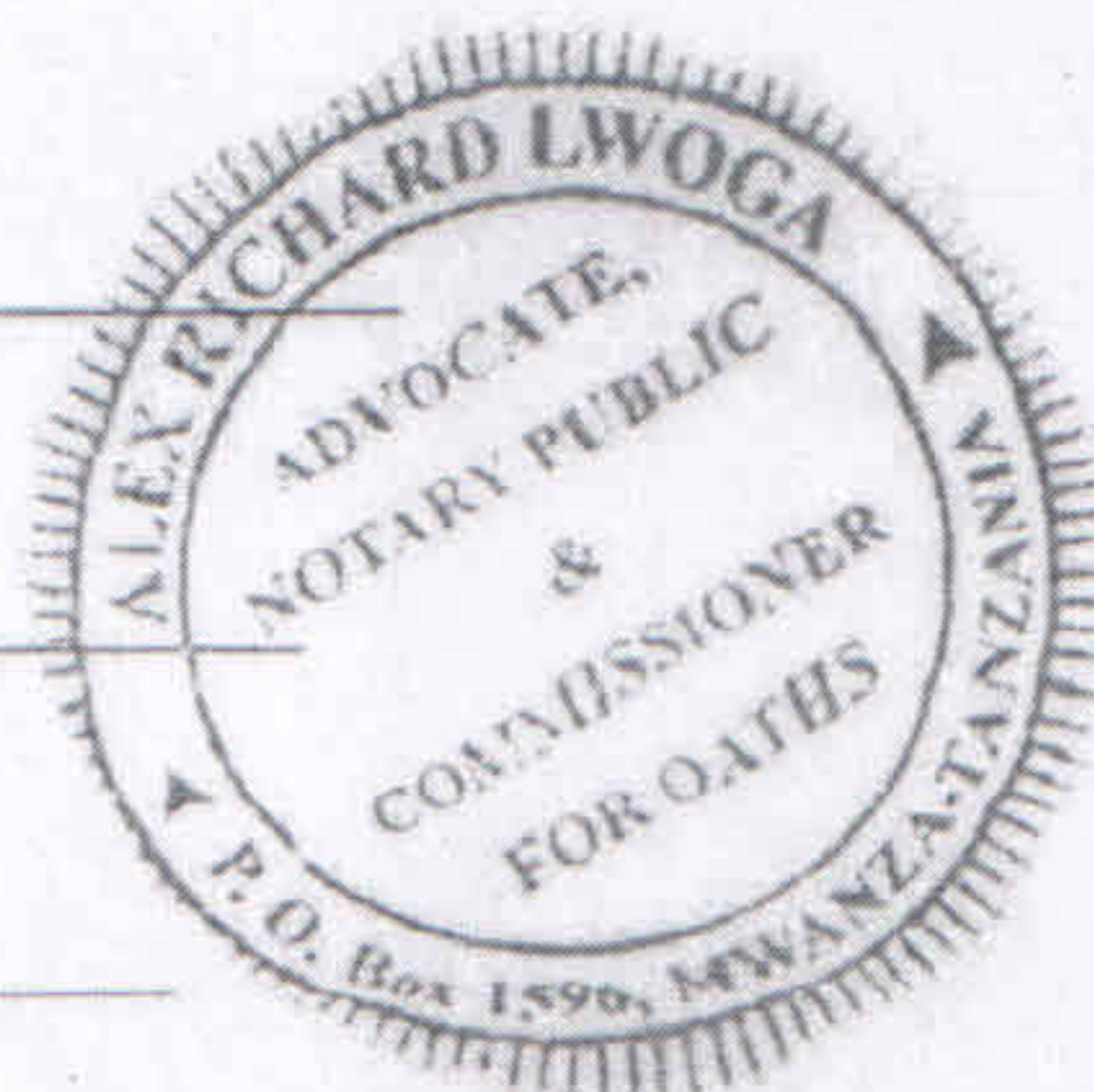
BEFORE ME:

NAME: Alex Richard Lwoga


SIGNATURE: [Signature]

ADDRESS: 15% Mwanza

QUALIFICATION: COMMISSIONER FOR OATHS



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ANNEXTURE 'A' - FACTORY EQUIPMENT + MACHINERY

2 x BLAST FREEZERS COMPLETE WITH CONDENSER UNIT, COMPRESSOR AND PU PANELS INSTALLED INCLUDING COOLING TOWERS

2 x 10T/24H ICE PLANTS COMPLETE WITH COMPRESSOR AND DRUM INSTALLED INCLUDING COOLING TOWERS

1 x COLD ROOM COMPLETE WITH CONDENSER UNIT, COMPRESSOR AND PU PANELS INSTALLED INCLUDING COOLING TOWER

1 x COLD ROOM CUM CHILLER COMPLETE WITH CONDENSER UNIT, COMPRESSOR AND PU PANELS INSTALLED INCLUDING COOLING TOWER

1 x COMPLETE PLATE FREEZER WITH 2 COMPRESSOR UNITS INCLUDING COOLING TOWER

2 x 40FT REEFER CONTAINERS

4 x AIR-CONDITIONING UNITS COMPLETE WITH EXTERNAL AND INTERNAL UNITS

6 x COMPLETE STAINLESS STEEL FILLETING + SKINNING + TRIMMING LINES INCLUDING 3 TEFLON BOARDS EACH PER LINE & 1 STAND EACH FOR TRAYS

10 x COMPLETE STAINLESS STEEL PACKING TABLES FOR FRESH & FROZEN PACKING

3 x COMPLETE STAINLESS STEEL OFFAL TABLES

12 x COMPLETE STAINLESS STEEL STACKING TROLLEYS FOR BLAST FREEZER

1 x COMPLETE STAINLESS STEEL INDIVIDUAL WASHING CONVEYOR BELT

1 x 200KVA GENERATOR

1 x ZEBRA LABEL PRINTER

1 x LINX BOX PRINTER

1 x BAND SAW MACHINE

FISH RECEIVING FACILITY: SUFFICIENT TABLES, SHOWERS, BINS AND CRATES

ICE BINS / FISH WASTE BINS

FISH CRATES / TRIMMING CRATES / CHILLING CRATES FOR ONE BLAST FREEZER

PLASTIC PALLETS FOR COLD ROOM AND CHILLED ROOM

STAFF HOUSE FOR ACCOMMODATING 3 PERSONS ON CAMPUS

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