



EACLC LIMITED

Add: Ubungo Plaza, Plot No. 191/1-8, Morogoro Road, Dar es salaam, Tanzania P.O.Box: 55613
Tel: +255 222461111 +255743233333 www.linghanggroup.com

21st September 2022

Executive Director
Tanzania Investment Center
9A & B Shaaban Robert Street
P.O. Box 938
Dar es Salaam-Tanzania



Dear Sir/Madam,

REF: SUBMISSION OF ADDITIONAL DOCUMENTS FOR THE APPLICATION OF TIC CERTIFICATE

Reference is made to the above captioned subjects.

We, **EACLC LIMITED**, are a liability company duly incorporated under the laws of Tanzania with certificate of incorporation number 138753697 and licensed to conduct business of processing and exporting soy beans and manufacture and sell of cooking oil.

That we lodged an application for the TIC Certificate and we were notified to re-submit a lease agreement. Attached herewith is the lease agreement requested by your esteemed office.

Kindly help us process our application as one of the Directors of our company is applying for Work and Residence permits and the same depends on the TIC certificate.



EALC LIMITED

Add: Ubungo Plaza, Plot No. 191/1-8, Morogoro Road, Dar es salaam, Tanzania P.O.Box: 55613
Tel: +255 222461111 +255743233333 www.linghanggroup.com

We thank you in advance for your usual cooperation and looking forward to your prompt response to our request.

Yours sincerely

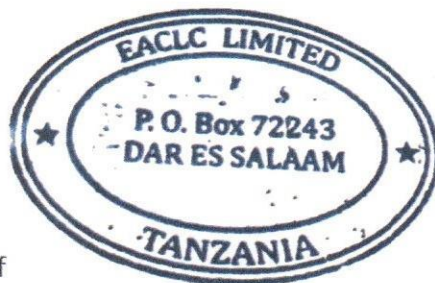
WANG XIANGYU

Wang Xiangyu

Director

For and on behalf of

EALC LIMITED



LEASE AGREEMENT

BETWEEN

SKYMARK PLAZA LIMITED

AND

EALC LIMITED

DATED 10TH JUNE 2022

DATE OF COMMENCEMENT 10TH JUNE 2022

DATE OF EXPIRY 9TH JUNE 2026

LEASE AGREEMENT FOR WARE HOUSE PREMISES

This **LEASE AGREEMENT** is made this **10TH Day of JUNE 2022** BETWEEN **SKYMARK PLAZA LIMITED**, Post Office Box **21609**, Dar Es Salaam (Hereinafter called "**The Lessor**") of the one part and **EALC LIMITED** of P O Box **55613**, Dar Es Salaam (hereinafter called "**The Lessee**") of the other part.

NOW THIS LEASE WITNESSETH AS FOLLOWS: -

1. [a] In consideration of the rent hereinafter reserved and of the conditions Herein after contained being observed by the **Lessee the lessor HEREBY leases** to the **Lessee** all that premises known as **Warehouse Number 5C** situated and erected on **PLOT NO. 239 along Nyerere Road** within the City/ Municipality/ Township of **DAR ES SALAAM** (hereinafter called "the demised premises")

TO HOLD the same unto the **Lessee** for a term of **FOUR YEARS** commencing from **10th JUNE 2022** and expiring on **9th JUNE 2026** subject nevertheless to the provisions for review, termination and renewal hereinafter contained.

[b] **WHEREAS** the lessee desires to lease the said demised premises for the said term, at the rental and upon the covenants, conditions and provisions herein set forth.

2. **THEREFORE**, in consideration of the mutual promises herein, contained and other good and valuable considerations herein it is agreed that;

(a) The monthly rent for the said period shall be **USD 3600 exclusive of VAT at the rate applicable** per month payable six monthly in advance during the term of this agreement. ~~With inclusive~~ of a monthly service charge.

(b) One month's rent shall be paid upfront by the Lessee as a refundable security deposit to the **SKYMARK PLAZA LIMITED** at the time of signing this lease agreement.

(c) The Lessee shall pay the respective stamp duty at the time of the registration of the Lease agreement.

(d) The Landlord May re-enter the property after the following occur:

- 1) Any rent is unpaid 2 weeks after becoming payable.
- 2) Any breach of any condition of Lessee's covenants of this Lease.

If the Landlord re-enters the rented premises, pursuant to this clause, the Lessor may exercise his right to terminate this lease agreement.

3. THE LESSEE HEREBY COVENANTS with the LESSOR as follows: -

The Lessee and its assigns, and to the extent that obligations (save where they are satisfied earlier) shall continue throughout the term of this lease agreement hereby created, covenants, with the lessor as follows:

- (a) To pay all costs of electricity and water consumed and other charges hereinafter be assessed on the demises premises
- (b) The Lessee also shall pay the respective stamp duty at the time of the registration of the lease agreement.
- (c) To permit the lessor or his agents at all reasonable times during the said term of this lease agreement with or without workmen or others, to enter upon and examine the condition provided that the Lessee shall issue an advance notice of such visit in writing.
- (d) Not to make any alterations or additions to the demised premises without first obtaining consent in writing from the lessor.
- (e) Not to cut maim or injure any of the walls or timber of the demised premises or the said building or suffer or permit the same to be done.
- (f) To use the demised premises for the purpose of a private warehouse only.
- (g) Not to assign, lease, sublet or otherwise part with possession of the demised premises or any part thereof without the consent in writing of the lessor first obtained but such consent shall not be unreasonably withheld AND IT IS HEREBY AGREED AND DECLARED that upon any breach of this covenant by the lessee it shall be lawful for the lessor to re-enter upon the demised premises and the tenancy hereby granted shall determine absolute in accordance with the terms hereof but without prejudice to the rights of action of the lessor in respect of the lessee's covenants herein contained.
- (h) Not to do or permit or suffer to be done anything, whereby any insurance of the demised against loss or damage by fire or other risks covered by the lessor's insurance policy may become void or increased and in such case to reimburse the lessor's all such expenses premium and to make good any losses suffered due to non- coverage of such occurrences.

- (i) To pay the costs of and incidental to this lease including to this lease including stamp duty, consent and registration fees that shall become payable by virtue of this transaction.
- (j) To procure all the relevant permits, clearance certificates and all other documents pertaining to the business run by the Lessee.
- (k) To insure the goods inside the warehouse.
- (l) Not to use the common compound space for any work and to keep the compound clean.

4. THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS: -

- (a) The Lessee having occupied the said demised premises and observing and performing the several covenants on his part shall peacefully hold and enjoy the demised premises without any interruptions from the lessor or his agent.
- (b) To pay and discharge of the leased rates, taxes, assessments, impositions, duties, charges and outgoing whatsoever save electricity/or telephone charges and other charges relating to the term of this lease agreement which are now or may hereafter become imposed or charged upon the demised premises payable by the lessee in respect thereof:
- (c) In case of damage of the leased PREMISES or its appurtenances by fire, earthquake, war or any other unforeseen cause, the lessee shall immediately give notice thereof to the lessor. If the lease premises shall be damaged by fire or other causes without fault of negligence of the lessee, or its agents, clerks, servants or visitors, the injury shall be repaired, at the expense of the lessor, as speedily as possible, after such notice; but if leased PREMISES be so nearly destroyed as to make it untenable, without the fault or neglect of the lessee, either party may demand rescission of this contract. All advance but unused rentals shall be refunded by the lessor to the lessee without necessity of demand

5. PROVIDED ALWAYS and it is hereby expressly agreed and declared that: -

- (a) Except where the Lessee is responsible for the damage sustained, as contemplated in 4(c) above, the lessor will make good repair within a period of two (2) months from the date of such damage or destruction then the lessee at his own option may terminate this lease agreement forthwith by notice in writing and thereupon this lease agreement shall be absolutely determined and the unexpired period of the lease.
- (b) Should the Lessor require possession of or the lessee desires to vacate the demised premises during the continuance of this lease the party concerned shall **give two (2) months' notice** of his such desire in writing to the other party. In the case of such eventuality the lessor agreed to reimburse the lessee with the balance of the rent paid in advance.
- (c) If the lessee shall be desirous of taking a lease of the demised premises for any further term from the expiration of the term hereby granted, shall not less than one (1) month before expiration of the term hereby granted, have given to the lessor notice in writing of his such desire and if he shall have reasonably performed and observed up to the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the lessor shall let the demised premises to the lessee for the further term of such years and at a rent to be mutually determined by the parties hereto.
- (d) For security reasons the Lessee shall not be permitted to bring upon the premises any heavy vehicles after 6.00 p.m

6. NOTICES:

Any notice under this agreement shall be in writing and shall be sufficiently served or dispatched by registered post to the address of the addressee.

7. DISPUTES

All disputes or differences whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or in relation to the subject matter of this lease will be resolved by mutual consensus failure of which, the aggrieved party may refer the dispute to a court of competent jurisdiction.

8. TERMINATION

a. This Lease Agreement shall terminate under any or all of the following circumstances:

- (a) on the Closing Date (as defined in the Share Purchase Agreement);
- (b) in the event of non-payment of Rent, 30 days from the date the Rent was due;
- (c) by mutual agreement of the Parties, in which case, the party willing to terminate the lease shall issue a 60 day's notice of its intention on writing and the Lessor shall be required to refund the Lessee any paid rent that has not been utilized; and
- (d) by operation of law.

IN WITNESS WHEREOF the parties hereto have duly executed these in the manner and on the days and year hereinafter mentioned.

SEALED with company seal of the said SKYMARK PLAZA LTD and DELIVERED in the presence of this 10th Day of June 2022

Signature: [Signature]
Name: Mr. Azim Mwanjama
Postal Address: P.O. BOX 4950, Dar Es Salaam
Qualification: Director



In presence of
Witness:

Name: Hema Lallami
Signature: [Signature]
Postal Address: P.O. Box 4950
Qualification: Admin

SEALED with the common seal of the said EACLC LIMITED and DELIVERED in the presence of us this 10th Day of June 2022

Signature: [Signature]
Name: WANGI ZIANGYU
Postal Address: P.O. Box 55613, Dar Es Salaam
Qualification: Director



In presence of
Witness:

Name: EDITH MASWDEKO
Signature: [Signature]
Postal Address: 10000 DSM
Qualification: Degree Court

Certified true Copy of the Original
Sign: [Signature] Date: 10/06/2022
TUNU MBARAK ALAUDIN
Advocate, Notary Public & Commissioner for Oaths