



LEASE AGREEMENT BETWEEN

UBUNGO MUNICIPAL COUNCIL

AND

**SHANGHAI LINGHANG GROUP
CO. LTD**

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SECTION I: FORM OF LEASE AGREEMENT

This Contract Agreement is made this 16th day of Dec 2022

Between

UBUNGO MUNICIPAL COUNCIL a Local Government Authority established under the Laws of United Republic of Tanzania with its head office located at Kwembe Ward along Morogoro Road of P.O. Box 55068 Dar es salaam (hereinafter to be referred as the "LESSOR") which expression shall, where the context so admits, include its successors and assigns in title) of the one part.;

And

SHANGHAI LINGHANG GROUP CO., LTD a limited liability company incorporated and registered under the laws of the People's Republic of China and dully registered under the laws of the United Republic of Tanzania by virtue of a certificate of compliance with Postal Address Number 55613 Dar es salaam, Tanzania (hereinafter referred to as "the Lessee", which expression shall, where the context so admits, include its successors and assigns in title) of the other part

RECITAL:

- (a) **WHEREAS** Dar es Salaam City Council entered into the Lease Agreement with Shanghai Linghang Group Co., Ltd in the year 2015 and addendum to the same Lease Agreement was signed in the year 2016.
- (b) **WHEREAS** after signing of the Lease Agreement and addendum thereof the Dar es Salaam City Council was dissolved and Ubungo Municipal Council became the successor in interest of the Leased Premises and hence the Lease Agreement entered therein.
- (c) **WHEREAS** the Lease Agreement has implementation challenges and hence Ubungo Municipal Council and Shanghai Linghang Group Co., Ltd agreed to resolve the challenges by replacing the Dar es Salaam City Council with Ubungo Municipal Council, Carrying feasibility study to replace the old outdated feasibility study, to review the Bill of Quantity and bill of Costs, Preparation of new business plan to reflect the current situation and subdivision of Plot No. 261 Bock G into two part one PLOT NO. P28792 UBUNGO for Leased Project and other for Dar es Salaam Rapid Transit and hence review of Lease Agreement.

- (d) AND WHEREAS after subdivision the Leased premises are now PLOT NO. P28792 UBUNGO WARD and the Lessor is the absolute owner of the premises and accordingly absolutely entitled to use, occupy, possess and let out the landed property located at Ubungo Plot No. P28792 measuring 42352 square meters. Within Ubungo Municipality Dar es Salaam, together with all present and future developments thereon except public infrastructure therein; further details are set out in the site plan and as set forth under Schedule 1 to this Lease Agreement (hereinafter referred to as "the Demised Premises").
- (e) WHEREAS, the Lessor is willing to lease and the Lessee is desirous to lease from the Lessor the landed Property as better described in this Agreement as the Premises as described in recital (d) hereinabove to be used for the purposes of developing a commercial logistics center as per the proposed development plan attached herewith under schedule 2 of this agreement;
- (f) WHEREAS, the Lessor has agreed to let the said Premises to the Lessee in accordance with the terms and conditions as provided herein this Agreement.

NOW THEREFORE. In consideration of the mutual covenants and promises herein contained and for the purpose before mentioned and intending to be legally bound on terms and conditions hereby agrees as follows:

- 1.0 In this Agreement including the Recitals and Schedules hereto unless the context otherwise requires,-
- (i) words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to; and they shall be deemed to form and be read and construed as part of this Agreement
 - (ii) Words denoting the singular number shall include the plural and vice versa and reference to the masculine includes a reference to the feminine gender and neuter and vice versa;
 - (iii) References to sections, clauses and sub-clauses, unless otherwise provided, are to be construed as references to the sections, clauses and sub-clauses of this Agreement;
 - (iv) The expression "person" includes a natural person, body corporate, body incorporate, state, agency, governmental authority or firm.

11 SIGNS.

Lessee shall have the right to erect any sign in leased premise related to its business on the condition that such signs comply with laws of Tanzania;

12 LESSEE WARRANTS AND REPRESENTS.

12.1 Lessee warrants and represent that they shall construct the commercial and logistics centre at the estimated costs of USD. 81,827,655.01.

12.2 The Lessee shall procure and maintain insurance cover for any damages occurring within the demised premises to third parties and its personal property from fire and other risks, or as required under the laws of Tanzania.

12.3 The Lessee shall neither request government guarantee on loan nor secure the loan by using the Title Deed of the Property as security. The Lessee will however have and maintain the right to use the Lease Agreement as security for financing or any other purpose.

12.4 The Lessee shall not assign its rights and obligations under this Agreement to any third party by any means without prior written approval of the Lessor the approval which shall not be unreasonably withheld.

12.5 The Lessee shall comply with laws and regulations relating to safety, health, and environment and shall maintain security of the demised premises.

12.6 The Lessee shall handover the demised premises, properties and fixtures in good working condition to Lessor upon expiry of lease term if no renewal of the same or termination of the Agreement.

12.7 The Lessee shall submit a full detailed drawing, specification and Bill of Quantities for lessor's approval before commencing the construction.

12.8 The Lessee shall observe and promote the maximization of local people engagement and job creation through the use of local expertise, business and goods and services.

12.9 The Lessee comply with the Local content requirement by submitting local content plan and be approved by Ubungo Municipal Council for implementation.

12.10 The Lessee shall promote and integrate the Centre with the Tanzania domestic product value chain.

16. COMMUNICATION AND NOTICES

16.1 Any notice, request, or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or email to such Party at the address specified in this Agreement.

(a) To the Lessor: **THE MUNICIPAL DIRECTOR
UBUNGO MUNICIPAL COUNCIL
P.O Box 55068
Dar es salaam, Tanzania
Email: md@ubungomc.go.tz**

(b) To the Lessee: **THE MANAGING DIRECTOR
SHANGHAI LINGHANG GROUP CO., LIMITED
P. O Box 55613,
Dar es salaam – Tanzania,
Email: cathy@lhiwxy.com**

16.2 Any legal process to be served on either of the parties may be served on it at the address specified for it in clause 16.1 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.

16.3 Any notice or other communication to be given to either of the Parties in terms of this Agreement shall be valid and effective only if it is given in writing, provided that any notice given by telefax or e-mail shall be regarded for this purpose as having been given in writing.


17. FORCE MAJEURE.

No party shall be considered in default or breach of agreement when an event which is beyond reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Provided that the party affected by such event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of this agreement.

18. PARTIAL INVALIDITY.

If any term and condition of this lease Agreement shall be invalid or unenforceable by application of the law, the remainder shall be valid as written to the extent permitted by the law.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed the day and year first before writ

<p>Signed on behalf of UBUNGO MUNICIPAL COUNCIL (LESSOR)</p> <p>Signature: <i>[Signature]</i></p> <p>Name: BEATRICE R. DOMINIC</p> <p>Address: P. O. Box 55068, Dar es salaam – Tanzania</p> <p>Designation: MUNICIPAL DIRECTOR</p> <p>Official Seal:</p>	<p>In the presence of:</p> <p>Signature: <i>[Signature]</i></p> <p>Name: JAFFARY J. NYAIGESHA</p> <p>Address: P. O. Box 55068, Dar es salaam – Tanzania</p> <p>Designation: HON. MAYOR</p> <p>Official Seal:</p>
<p>In the presence of:</p> <p>Signature: <i>[Signature]</i></p> <p>Name: <i>KISIAH MIBILO</i></p> <p>Address: P. O Box 55613, Dar es salaam – Tanzania</p> <p>Designation: <i>MUNICIPAL SOLICITOR</i> UBUNGO MUNICIPAL COUNCIL</p> <p>Official Seal: P. O. Box 55068 DAR-ES-SALAAM</p>	

Signed on behalf of M/S SHANGHAI LINGHANG GROUP CO, LTD (LESSEE)

Signature: *[Signature]*

Name: *WANG XINBYU*

Address: P. O Box 55613,
Dar es salaam – Tanzania,

Designation: *General Manager*

Official Seal:



In the presence of:

Signature: *[Signature]*

Name: *[Signature]*

Address: P. O Box 55613,
Dar es salaam – Tanzania

Designation:

Official Seal:

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DEED OF ASSIGNMENT

BETWEEN

**SHANGHAI LINGHANG GROUP CO., LTD
(ASSIGNOR)**

AND

**EALC LIMITED
(ASSIGNEE)**

**IN RESPECT OF THE ASSIGNMENT OF THE LEASE AGREEMENT OF
THE ' AND COMPRISED ON PLOT NO. P28742; UBUNGO AREA,
WITHIN DAR ES SALAAM REGION DAR ES SALAAM**

DEED OF ASSIGNMENT

Made this 26th day December of 2022

BETWEEN

SHANGHAI LINGHANG GROUP CO., LTD a limited liability company incorporated and registered under the laws of Tanzania with Postal Address Number 55613 Dar es salaam region Tanzania (hereinafter referred to as '**the ASSIGNOR**', which expression where the context so admits includes the person deriving title under the Lessee, its successor in title) of the one part;

AND

EACLC LIMITED a limited liability company incorporated and registered under the laws of Tanzania with Postal Address Number 10605 Dar es salaam region Tanzania (hereinafter referred to as '**the ASSIGNEE**', which expression where the context so admits includes the person deriving title under the Lessee, its successor in title) of the other part;

WHEREAS:

On the 16th day of December, 2022 the **ASSIGNOR** entered into and executed a Lease agreement between the said Assignor as the lessee and **UBUNGO MUNICIPAL COUNCIL** as the Lessor with respect to the property comprised on **Plot No. P28792; UBUNGO AREA**, Ubungo Municipality Dar es Salaam City for a period of 32 years.

AND WHEREAS

The Assignor has agreed to assign all its rights and obligations as stipulated in the aforementioned lease agreement to the Assignee and the Assignee has agreed to take over the rights and obligations of the same in accordance with the terms of this agreement.

NOW THEREFORE THESE PRESENT WITNESSETH as follows:

1.0 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

In exercise of the right enjoined by the ASSIGNOR, the ASSIGNOR hereby assigns to the ASSIGNEE its rights, title and interests of whatever description in of respect all assets, rights and obligations acquired through the Lease Agreement dated 16th December, 2022 executed between the ASSIGNOR and as the lessee and **UBUNGO MUNICIPAL COUNCIL** as the Lessor with respect to the property comprised on **Plot No. P28792; UBUNGO AREA.**

2.0 PARTIES' COVENANTS:

- 2.1 The transaction resulting into acquisition of the said Lease was carried out in accordance with the laws and regulations applicable in United Republic of Tanzania.
- 2.2 That the **ASSIGNOR** is entitled to the rights and assets acquired under the said Lease Agreement.
- 2.3 The rights and assets acquired and hereby assigned through this Deed have not been pledged, assigned, mortgaged, or otherwise transferred or encumbered in favour of any other party.
- 2.4 The **ASSIGNOR** has acquired all requisite consent(s) from **UBUNGO MUNICIPAL COUNCIL** in accordance with the lease agreement to assign its rights, assets and obligations as stipulated in the said lease agreement.
- 2.5 The Assignee covenants with the Assignor to perform and observe all covenants, conditions or restrictions stipulated in this Deed.
- 2.6 Both the Assignor and Assignee covenant to perform and observe all stipulations contained in this Deed.
- 2.7 The Assignee covenants with the Assignor to indemnify and keep the Assignor indemnified against all actions, proceedings, damages, costs, claims and demands arising by reason or on account of any breach or non-observance of the covenants, conditions or restrictions contained in this Deed of Assignment.

3.0 MISCELLANEOUS

3.1 Consent to Jurisdiction and Service of Process:

That any legal action, suit or proceeding arising out of or relating to this Deed of Assignment or the transactions contemplated hereby shall be instituted in any Court of Law in Tanzania.

3.2 Dispute Clause:

That any dispute arising from or in connection with this Deed of Assignment shall be settled amicably between the Parties, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act or in any Arbitration mode as agreed by the parties hereto.

3.3 Entirety of this deed:

This deed constitutes the entire agreement among the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, proposals or representations, arrangements or understandings, written or oral, with respect thereto.

3.4 Waivers and Amendments:

This deed may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Assignor and the Assignee or, in the case of a waiver, by the Assignor or the Assignee, as the case may be, waiving compliance.

3.5 Governing Law:

This deed shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

IN WITNESS HEREOF the Parties hereto have executed this Deed of Assignment on the date and year first hereinabove written in the following manner:

SEALED with the COMMON SEAL
of SHANGHAI LINGHANG GROUP CO., LTD
in the presence of us this 26th
day of December 2022



SEAL
ASSIGNOR

Name:
Signature: *Wang Jiahua*
Postal Address:
Qualification: Director

Name:
Signature: *刘慧群*
Postal Address:
Qualification: Executive Assistant

SEALED with the COMMON SEAL
of EACLC LIMITED
in the presence of us this 26th
day of December 2022



SEAL
ASSIGNEE

Name:
Signature: *[Signature]*
Postal Address:
Qualification: General Manager

Name:
Signature: *Alston 郭晓辰*
Postal Address:
Qualification: Executive Assistant

CONFIDENTIAL



THE UNITED REPUBLIC OF TANZANIA
PRESIDENT'S OFFICE REGIONAL
ADMINISTRATION AND LOCAL GOVERNMENT



UBUNGO MUNICIPAL COUNCIL

In reply please quote:

REF: NO. CAB.61/177/01/02

DATE: 24TH DECEMBER, 2022

Shanghai Linghang Group Co. Ltd
P.O. Box 55613
Morogoro Road
DAR ES SALAAM

RE: LETTER OF ASSIGNMENT


Reference is made to my letter dated 23rd December, 2022 with reference No. CAB.61/177/01/100.

2. According to the signed contract between Ubungo Municipal Council and Shanghai Linghang Group Co. Ltd, Para 12.4 which says, "The Lessee shall not assign its rights and obligations under this Agreement to any third party by any means without prior written approval of the lessor, the approval which shall not be unreasonably withheld"

3. Following the above quotation from the contract, I approve your letter of assignment as requested.

Sorry for any inconvenience made.

Regards,


Beatrice R. Dominic
MUNICIPAL DIRECTOR.

MUNICIPAL DIRECTOR
UBUNGO MUNICIPAL COUNCIL
DAR-ES-SALAAM

All correspondence to be addressed to the Municipal Director. Lugurumi, Morogoro Road, P.O. Box: 55068, Dar es Salaam, For more communication please contact us with Phone no: 0222-926341, Fax No: 0222-926342, Website: www.ubungomc.go.tz, Email: info@ubungomc.go.tz

CONFIDENTIAL

THE LAND ACT, NO. 4 OF 1999

SALE AGREEMENT

BETWEEN

RACHEL RAPHAEL GERAS

AND

**EAST AFRICA COMMERCIAL LOGISTICS CENTER LIMITED
(EACLC)**

**IN RESPECT OF THE LANDED PROPERTY SITUATED ON COMMERCIAL PLOT NO. 29
TITLE NUMBER 42358, LAND OFFICE NUMBER 131366 KIBAHA, DAR ES SALAAM**

**DRAWN BY;
HILTON LAW GROUP,
3RD FLOOR, UNIT NO. 305,
JANGID PLAZA, PLOT NO. G6
(OFF ALI HASSAN MWINYI ROAD),
P. O. BOX, 105697
DAR ES SALAAM, TANZANIA**

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SALE AGREEMENT

This Sale Agreement (Agreement) is made this 17TH Day of **JUNE 2021**.

BETWEEN

RACHEL RAPHAEL GERAS a natural person of P.O Box 105367 Dar es Salaam (hereinafter referred to as the "**the Seller**") of the one part.

AND

EAST AFRICA COMMERCIAL AND LOGISTICS CENTER (EACLC) a limited liability company registered under the laws of the United Republic of Tanzania whose address is Postal Office Box Number 72243, DAR ES SALAAM (hereinafter referred to as "**the Purchaser**") of the other part.

WHEREAS

- (a) The Seller is a lawful owner of "**The Landed Property**" Comprised on **COMMERCIAL PLOT NO. 29 TITLE NUMBER 42358, LAND OFFICE NUMBER 131366 KIBAHA, DAR ES SALAAM CITY** (herein after referred to as "**the Property**") and
- (b) The Seller is desirous of selling the above-mentioned Property and the Purchaser is desirous of buying the same from the Seller free from any encumbrances according to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In consideration of the sum of **Tanzania Shillings Two Hundred and Forty- Six Million (TSHS 246,000,000/=)** only (hereinafter referred to as the ("**Purchase Price**") which shall be paid in two installments, the Seller has agreed to sell to the Purchaser and the Purchaser has accepted to buy the property. On first instance, the Buyer shall pay **Tanzania Shillings Eighty Million (Tshs. 80,000,000/=)** as per the Loan agreement dated 17th June, 2022, which loan agreement shall form part of this Sale Agreement and shall be read together. The balance of **Tanzania Shillings One Hundred Sixty- Six Million Only (Tshs. 166,000,000/=)** shall be paid after the Seller herein hands over the title deed with above details, registered in the name of the Purchaser.

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2. The "Remaining Purchase Price" of the sum **One Hundred Sixty- Six Million Only (Tshs. 166,000,000/=)** only shall be payable immediately after receiving the original copy of Title Deed from Seller with her name on.
3. The **Seller** shall sale and the **Purchaser** shall buy the Commercial Plot subject to the terms and conditions hereinafter stipulated but otherwise free from all encumbrances whatsoever at the aforementioned purchase price.
4. The purchaser shall deposit all the remaining consideration amount of Tanzania Shillings **One Hundred Sixty- Six Million Only (Tshs. 166,000,000/=)** to Account Number **22210005702**, in the Name **RACHEL RAPHAEL GERAS**, NMB BANK PLC.
5. The Seller shall bear the Advocates fees for the preparation and completion of this agreement.
6. That, This Agreement is subject to the CONSENT of the commissioner for Lands/Authorized officer on conveyance the said plot from the Seller to the Purchaser and in the event that consent is withheld, the agreement shall be null and void and parties shall revert to their original position.
7. Parties hereto agree that consequent to full payment of the purchase price they shall execute a Deed of Transfer of the property by the Seller to the Purchaser and shall use their best endeavors to seek and obtain or cause to be obtained consent from the Authorities.
8. The Purchaser shall pay and discharge all rates, taxes, assessments and other outgoings in respect of the property whether Parliamentary, Municipal or otherwise imposed or charged upon the said property from the date of delivery of vacant possession of the property.
9. The Seller shall remit Capital Gains Tax and Consent Fees, Stamp Duty on transfer, Registration Fees, and other disbursements reasonably arising out of and/or incidental to the preparation and completion of the Deed of Transfer to be executed.
10. The Seller shall bear and pay all the outstanding Land Rent Fees to the Ministry of Land, Housing and Human Settlement Development.

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11. If the Seller breaches any of its obligations herein shall be liable to compensate the purchaser for any loss she may suffer including refund of the purchase price.
12. Should the performance of this Agreement be prevented or delayed or interfered with by war, civil commotion, riots, enemy action, embargoes, blockades, fire, strikes, poultry disease outbreak or such other causes such as crops failure or acts of God beyond the reasonable control of either party, the parties shall hereto consult each other with a view of reaching mutual agreement on any matter which may be affecting the performance of the Agreement.
13. Any notice to be given under this Agreement shall be deemed to have been duly delivered to either party upon delivery by hand or mail, cable, telex or fax and if mailed shall be deemed to have been delivered 3 days after its date of posting. A notice sent by cable telex or fax shall be confirmed by letter as soon as possible.
14. This Agreement (together with the documents referred to herein) constitutes the entire Agreement between the parties in relation to the transactions referred to herein;
15. No variation of the terms of Agreement or of any other documents referred to herein shall be effective unless it is in writing and signed by the parties hereto;
16. This Agreement and all documents referred to in it shall be governed by and construed in accordance with the Laws of Tanzania.
17. For the purposes of the Stamp Duty Act, applicable in Tanzania this Agreement shall be deemed to be the principal document chargeable with the Advolerem duty required for the transfer.

1.0 TERMINATION

1.1 In the event that the Purchaser;

1.2 Fails to fulfil any of the terms and conditions of this Agreement, Twenty One (21) days after receipt of written notice by the Seller of the Purchaser's default;

2)

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1.3 Is adjudged bankrupt or insolvent or is the subject of winding up or administration order, then the Seller shall be entitled to the following remedies, without further notice and without prejudice to any other rights available in law;

- (a) To terminate this Agreement;
- (b) To re-sell the said Property; and

2.0 SEVERANCE CLAUSE

If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

3.0 LAW AND JURISDICTION

The Seller and Purchaser agree that this Agreement shall be exclusively governed by and construed in accordance with the laws of the United Republic of Tanzania and will submit to the exclusive jurisdiction of the Tanzanian Courts.

4.0 RIGHTS OF THIRD PARTIES

This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Law of Contract Act, Cap. 345 R.E. 2002 of the Laws of the United Republic of Tanzania.

5.0 DISPUTE RESOLUTION

Any dispute arising from or in connection with this agreement shall be settled amicably between the Parties, failure to which the matter may be referred for Arbitration as provided for by the Arbitration Act, Cap. 15 of the Revised Edition of 2002 of the Laws of the United Republic of Tanzania as amended from time to time.

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IN WITNESS WHEREOF THE PARTIES hereto have set their hands on the date mentioned above and hereinafter appearing.

SIGNED and DELIVERED at Dar es Salaam
by the said **RACHEL RAPHAEL GERAS**
who is Known to me personally
This 17th day of JUNE 2022.



SELLER

BEFORE ME:

NAME: Susan Taryn Nelima
SIGNATURE: 
TITLE: Advocate
DATE: 17th June 2022




SEALED with the COMMON SEAL of the said
**EAST AFRICA COMMERCIAL AND LOGISTICS
CENTER (EACLC)** and
DELIVERED in our presence this 17TH
day of **JUNE 2022**.



PURCHASER

BEFORE ME:

NAME: Charles John Mrosso
SIGNATURE: 
TITLE: Advocate
DATE: 12/11/2022

