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# 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 16<sup>th</sup> 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replacing the Dar es Salaam City Council with Ubungo Municipal Council, Carrying feasibility study to replace the old outdated feasibility study, to review the Bill of Quantity and bill of Costs, Preparation of new business plan to reflect the current situation and subdivision of Plot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 WARRANTIES 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 <b>UBUNGO MUNICIPAL COUNCIL (LESSOR)</b></p> <p>Signature: <i>[Signature]</i></p> <p>Name: <b>BEATRICE R. DOMINIC</b></p> <p>Address: <b>P. O. Box 55068, Dar es salaam – Tanzania</b></p> <p>Designation: <b>MUNICIPAL DIRECTOR</b></p> <p>Official Seal:</p>	<p>In the presence of:</p> <p>Signature: <i>[Signature]</i></p> <p>Name: <b>JAFFARY J. NYAIGESHA</b></p> <p>Address: <b>P. O. Box 55068, Dar es salaam – Tanzania</b></p> <p>Designation: <b>HON. MAYOR</b></p> <p>Official Seal:</p>
<p>In the presence of:</p> <p>Signature: <i>[Signature]</i></p> <p>Name: <i>KISSAH MIBULE</i></p> <p>Address: <b>P. O Box 55613, Dar es salaam – Tanzania</b></p> <p>Designation: <i>MUNICIPAL SOLICITOR</i></p> <p>Official Seal: <b>UBUNGO MUNICIPAL COUNCIL P. O. Box 55068 DAR-ES-SALAAM</b></p>	

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

Signature: *[Signature]*

Name: *WAN G. XING YU*

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

Designation: *General Manager*

Official Seal:



In the presence of:

Signature: *[Signature]*

Name: *[Name]*

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

Designation: .....

Official Seal:

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