

**LAND LEASE AGREEMENT**

**BETWEEN**

**KIKUBE MANG'ERA WAMBURA**

**AND**

**JOHN MARWA MGORY**

**AND**

**JIUDING MINING INVESTMENT COMPANY LIMITED**

**DRAWN BY:-**

**Dulyu Mahuma Konah (Advocate)**

**DS1 & Co. Advocates**

**P.OBox 474 Katoro, Geita.**

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## LAND LEASE AGREEMENT

THIS AGREEMENT is made this.....9<sup>th</sup>.....day of.....August..... 2020.

### BETWEEN

**KIKUBE MANGE'LA WAMBURA** a natural person male adult whose address is Post Office Box 1006 Geita, Tanzania (**hereinafter called the 1<sup>st</sup> LESSOR** which expression shall, where the context so admits, include his successors and assigns in title) of the one part.

### AND

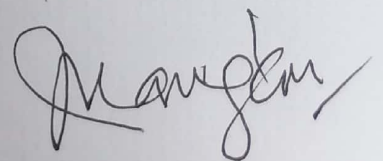
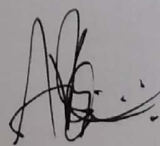
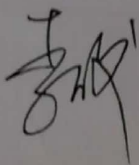
**JOHN MARWA MGORY** a natural person male adult whose address is Post Office Box 68 Tarime, Tanzania (**hereinafter called the 2<sup>st</sup> LESSOR** which expression shall, where the context so admits, include his successors and assigns in title) of the one part.

### AND

**JIUDING MINING INVESTMENT COMPANY LIMITED**, a Limited liability Company incorporated in Tanzania, of Postal Office Box 1015 Mwanza, Tanzania (**hereinafter called the LESSEE** which expression shall include and extend to its successors and assigns) of the other part;

**WHEREAS** the Lessor is the lawful owner of a parcel of bare land being 45,000 square metres which has the Primary Mining License No **001600WLZ** owned by **JOHN MARWA MGORY** and forming part of this agreement situated in Kilombero 1 Village, Geita District, Geita Region together with all developments thereon (**hereinafter called the Property**);

**AND WHEREAS** the Lessor has agreed with the Lessee to a 20 years term lease of the above property for a sum reflected as the consideration here-in and the Lessee has agreed to the same;



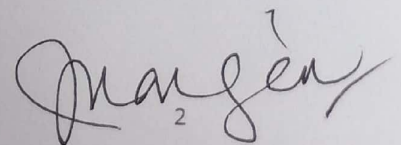
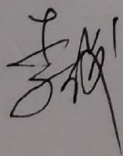
**NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:**

- (a) The Lessor agrees to lease out and the Lessee agrees to lease the property whose description is contained in this Agreement.
- (b) This lease is for a period of 20 years effective from the date of signing and the Lessee shall take possession and the Lessor shall give vacant possession of the property after full payment and date this Agreement is executed by both parties.
- (c) This Lease Agreement may be renewed by the parties after the expiration of the lease period stated in clause (b) above. Any of the parties may in writing give a three months notice before the expiration date of the intention to renew the lease upon such terms and conditions as may be agreed between the parties.
- (d) So long as the Lessee shall perform his obligations under this Agreement, the Lessee shall have the right to quiet enjoyment of the property for the term hereof without interruption by the Lessor or by any person claiming by, through, under or in trust for the Lessor.

**1.0 Rent Charge**

- 1.1 The rent payable from the Lessee to the Lessor with respect to the property shall be Tanzanian shillings 15,000,000/= (Fifteen Million Tanzanian Shillings) per annum.
- 1.2 The lessee will pay the Lessor two (2) years rent, that is to say, a total of [Tshs.30,000,000/=] Tanzanian Shillings Thirty Million within Five (05) days after the signing of this contract. Starting from August <sup>9<sup>th</sup></sup> 2020. Thereafter the Lessee will pay Tanzanian shillings 15 Million each year. That after receiving the payment, Lessor shall issue the legal receipt (EFD RECEIPT) within thirty (30) days.

The payment shall be made through the  
Bank Account Number **013000011982**  
Name **JOHN MARWA MGORY.**  
Bank **AZANIA BANK**



1.3 The payee and the receiving account of the lessor must obtain the consent of each shareholder of the lessor, and sign a paper statement as an attachment to the contract.

1.4 The lessor shall ensure that the payment account information provided is true and valid. If the lessor needs to make changes to the account and payee, it should notify the lessee in writing (change statement) one month in advance, otherwise the lessor shall bear the consequences.

1.5 Except for the land rental fee paid to the lessor in the tune of Tanzania Shillings 15 Million annually, any other person charged to the lessee for any reason relating to the use of the land shall have nothing to do with the lessee, and all related expenses shall be borne by the lessor.

## 2.0 Land Use and Developments

2.1 The Lessee shall use the demised premises for industrial purposes and all other related activities related to its industrial operations.

2.2 All movable developments and or installations to the demised premises shall remain the property of the Lessee.

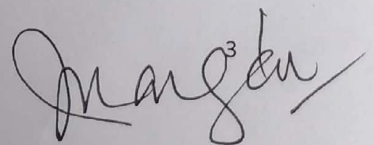
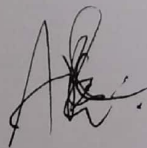
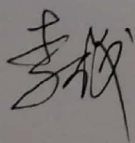
## 3.0 Land Rent, Property Tax and Primary Mining License

3.1 The Lessor shall be liable to pay Land Rent and Property Tax and maintenance charges of the Primary Mining License as shall be imposed by the Government from time to time.

3.2 If for any reason the Lessor is unable to pay the amount specified in Clause 3.1, the Lessor may require the Lessee to pay the amount payable in full or in part on behalf of the Lessor in writing and thereafter the Lessor shall refund the full amount paid on its behalf to the Lessee by deduct the amount from the next year's rent for the land.

## 4.0 Availability of water

4.1 That the lessee shall drill a WELL at the demise premise for the industrial consumption and if that water will not satisfy the factory then, the Lessor shall cooperate with the Lessee on the availability of water to meet the factory demands.



## **Breach of Contract**

5.0

5.1

During the land lease period, the lessor shall not take back the right to use the land at will. If the lessor requests to terminate this contract and take back the right to use the land in advance, it must notify the lessee six month in advance, and the lessor must compensate the lessee for a lump-sum economic loss of 3 million U.S. dollars to make up for the lessee's economic losses, likewise the Lessee shall pay the [outstanding] land [Lease] to the Lessor otherwise the lessee has the right to refuse to hand over the land use rights until it receives all economic compensation or restores the lessee's legal right to use the leased land.

5.2 In case of any breach of any provision of this Agreement, the affected party shall give formal notice in writing to the other party, and in case the breach continues for more than three months, then the affected party shall be entitled to initiate arbitration proceedings.

5.3 The lessee shall ensure that the leased land is included in the scope of the Primary Mining License and that there is no legal dispute on the that license, and if there is any dispute pertaining that license the lessor shall compensate the lessee for the economic loss.

## **6.0 Arbitration**

6.1 In case of any dispute or conflict in the interpretation or implementation of this Agreement, or in case there is any breach of any provision hereof as provided for in paragraph 5.0 above, then both parties shall convene and appoint an arbitrator who shall arbitrate upon the dispute or conflict.

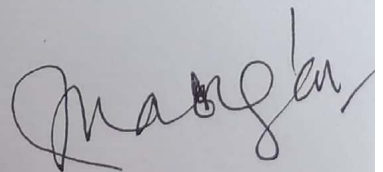
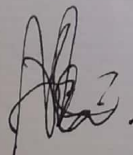
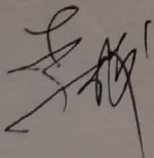
6.2 In the event the parties cannot agree on an Arbitrator, then each party shall appoint an Arbitrator who shall collectively choose one Umpire whose decision on the dispute or conflict shall be final and conclusive.

## **7.0 Governing Law**

7.1 This Agreement shall be governed by the laws of Tanzania.

## **8.0 Miscellaneous Provisions**

8.1 The parties hereto agree to execute documents and perform such further acts as may be necessary to implement the terms of the Agreement.



- 8.2 The Lessee shall be free to use the property as he shall deem fit for industrial purpose.
- 8.3 During the lease term of this contract, the lessee has the right to sublet or transfer the industrial facilities and buildings within the scope of the land based on business needs or other reasons, and without affecting the interests of the lessor, and the proceeds shall belong to the lessee . And the third-party lessor has the right to enjoy all the legal rights.
- 8.4. The lessor must provide the following information as an attachment to this contract
  - (a) Sale Agreement
  - (b) Copy of their identity card
  - (c) The village committee issued certification to prove that the land ownership is true and effective, and there is no dispute over ownership.
  - (d) A copy of Primary Mining License
- 9.0 The Lessee shall not do anything that will, in any way, jeopardize the Lessor's right and title over the property.
- 10.0 During life time of this agreement both parties shall choose one contact person to liaise the parties to this Agreement.
- 11.0 The Lessee shall allow the Lessor to enter the demised premise at least once in every month and the Lessor must save seven (7) days notice to the Lessee.

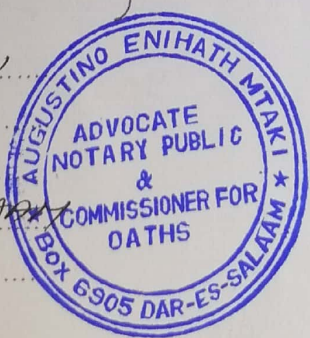
IN WITNESS WHEREOF the Parties hereto have duly executed these presents in the manner on the date hereinafter appearing:

SIGNED and DELIVERED at GEITA by the said **KIKUBE MANG'RA WAMBURA** who is known to me personally/Identified to me by .....the latter being known to me personally in my presence this 9<sup>th</sup> day of August, 2020.

*Mang'ra*  
.....  
1<sup>ST</sup> LESSOR

**BEFORE ME:**

Full Name: AUGUSTINO MTAKI  
 Signature: *Augustino Mtaki*  
 Postal Address: 6905 DAR ES SALAAM  
 Designation: ADVOCATE



*[Handwritten signature]*

*[Handwritten signature]*



SIGNED and DELIVERED at GEITA by the said JOHN MARWA MGORY who is known to me personally/Identified to me by .....the latter being known to me personally in my presence this 9<sup>th</sup> day of August, 2020.

*[Signature]*  
2<sup>ND</sup> LESSOR

**BEFORE ME:**

Full Name: *AUGUSTINO MTAKI*  
Signature: *[Signature]*  
Postal Address: *6905 DAR ES SALAAM*  
Designation: *ADVOCATE*



SEALED with the COMMON SEAL of JIUDING MINING INVESTMENT COMPANY LIMITED And delivered before us this ..... day of ..... 2020



**BEFORE ME:**

Full Name: .....  
Signature: *[Signature]*  
Postal Address: *1015 Mwanza*  
Designation: *Director*

**BEFORE ME:**

Full Name: *DULYU MAHUMA KONAH*  
Signature: *[Signature]*  
Postal Address: *11580 NIWANZA*  
Designation: *ADVOCATE*



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