

LEASE AGREEMENT.

This **AGREEMENT** is made and entered into this 29th day of August, 2020

BETWEEN

NABII ELIA MAKULI a natural person of Postal Office Box Number 230 Mwanza (Hereinafter referred to as "the Lessor") which expression shall where the context so admits include its assigns, administrators and successors in title) on the one part;

AND

PINNACLE MINING & PROCESSING LIMITED a limited liability company incorporated in Tanzania under **the Companies Act (Cap. 212 RE 2002)** of P.O. Box 923 Musoma, Tanzania (Hereinafter referred to as "**The Lessee**") which expression shall where the context so admits include its assigns, administrators and successors in title) on the other part.

WHEREAS the Lessor is the holder of one hecter (140 × 75 meters) of un-surveyed land situated at Misigiri Village within Kiomboi District in Singida region; and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the Land being more fully described by the following coordinates:-

- | | |
|-----------------------------|----------------------------|
| A: 34°20' 0.1682' E | D: 34°20' 02.653' E |
| 4° 22'40.494' S | 4° 22'41.973' S |
| B: 34°20' 02.6978' E | C: 34°20' 04.334' E |
| 4° 22'37.370' S | 4° 22'38.043' S |

AND WHEREAS the Lessor hereby demises unto the Lessee the said Land for a term of ten (10) years commencing on the 29th day of August, two thousand and twenty, and expiring on the 30th day of August, 2030 subject to the provisions of the Land Act, Cap. 113 (R.E. 2002) as amended and regulations made there under and subject to the following conditions:-

PART A: RENT

The Lessee shall pay the Lessor hereby an amount of **Tanzania shillings one hundred thousand (Tsh. 100,000/=)** per year being rental fee in respect of the lease herein contained for the full duration of 10 years commencing today on the 29th day of August, 2020 up to the 30th day of August, 2030

PART B: LAND USE

The Land shall be used for Commercial or Industrial - Service Trades Purposes only; Use Group 'M' use class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended.



PART C: THE LESSEE SHALL:

1. PAY in advance to the Lessor an annual Land Rent amounting to **Tanzania shillings one hundred thousand (Tsh. 100,000/=)** per year only, payable on the ~~29th~~ day of ~~August~~ in every year of the term without deduction, provided that the rent cannot be revised by the Lessor.
2. BE liable to pay any and all costs arising here from and in particular; (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease; (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes; (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. DEVELOP the land by establishing and operating a Mineral Processing Plant, as per the Company's Business Plan/Investment Plan.
4. BE RESPONSIBLE for protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
5. BE RESPONSIBLE for preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
6. BE RESPONSIBLE FOR Maintaining on the land all buildings designed and constructed in accordance with the building plans as approved by the relevant Authority.
7. NOT to erect or commerce to erect on the land buildings, except in accordance with the plans already approved by the Authority.
8. NOT assign the leasehold in whatsoever manner (including mortgaging), without the prior approval of the Lessor.
9. SUBJECT to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
10. YIELD up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.
11. UPON completion of the lease remove all of his movable properties including machines and equipments and that all fixtures (immovable) properties shall remain on the premise being properties of the Lessor.
12. THAT this agreement contains the entire understanding of the parties hereto and supersedes any and all understandings or agreements, whether written or oral, prior to the execution hereof. There is no any other lease agreement prior to this one between the parties hereto

PART C: THE LESSOR SHALL:

1. ENSURE that the Lessee having paid Land Rent and other charges hereby reserved in PART 'B' Clause '1' hereof, and complied with other terms and conditions hereinbefore contained; shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. UPON breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach within the time to be specified in the said notice and also the action to be taken by the Lessor, if the breach is not remedied within the specified period.
3. SHALL make available and give copies of all documents of ownership of the said land to the lessee for further attachments and verification.

PART D: ARBITRATION:

In the event of any dispute arising between the parties that is Lessor or Lessee hereto in respect thereof, either of the parties to the Lease may commence arbitration proceedings in conformity with the provision of the Arbitration Ordinance, Cap. 15 of the Laws of Tanzania as amended.

PART E: NOTICES:

For the purpose of notice by one party to the other party in this Agreement, herein below are the parties' addresses;

1. FOR THE LESSOR:

NABII ELIA MAKULI,
P.O. BOX 230,
MWANZA,
PHONE: 0767542222

2. FOR THE LESSEE:

PINNACLE MINING & PROCESSING LIMITED,
P.O. BOX 923,
MUSOMA,
PHONE: 0762286376

PART F: THIS AGREEMENT:

This Agreement constitutes the entire agreement between the parties with regard to the matters dealt with in and no representation; terms or warranties not contained herein shall be binding on the parties;

No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.

Any Provision of this agreement which is or may become prohibited by law or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or effecting the validity or enforceability of such provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first herein above written in the following manner:-

SIGNED and **DELIVERED** at Misigiri }
by the said **NABII ELIA MAKULI** who is }
Known/Identified to me by..... }
in my presence this... 29th day of August }
2020. }



LESSOR



BEFORE ME:-

Name George Mwandu
Signature 
Address P.O. Box 5648, Dar es Salaam
Qualification Advocate

SIGNED and **SEALED** with the **Common Seal** }
of the said **PINNACLE MINING & PROCESSING** }
LIMITED and **DELIVERED** in our presence this }
... 29th day of August, 2020. }

PINNACLE MINING & PROCESSING LIMITED
P O. Box 923 MUSOMA

LESSEE OFFICIAL SEAL

1. Name NOEL CHOWALLOR SUNNY

Signature 

Address P.O. box 923 musoma

Qualification Director

2. Name JASHY PAUL

Signature  (for behalf of him)

Address MUSOMA

Qualification Director

DRAWN BY:

George Mwandu (ADVOCATE)

P.O. Box 5648,

Dar es Salaam.

