

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this <sup>18<sup>th</sup></sup>.....day of July, 2020.

BETWEEN

**TWAHA SULEIMAN SAID** of P.O. Box 30063, Dar es Salaam (hereinafter called the "Lessor" which expression shall include when the context so admits his successors and assigns) of the One part.

AND

**AZJ LIMITED** a company registered under the Companies Act, 2002 of the Laws of Tanzania with its registered office in Mwanza and of P.O. Box 788, Mwanza (hereinafter called the "Lessee" which expression shall include when the context so admits his successors and assigns) of the other part.

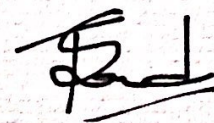
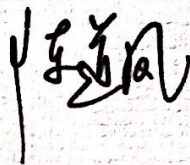
**WHEREAS**, the Lessor is the lawful owner of a Landed Premises with the size of **NINETEEN (19) ACRES** Located at Rwangasa Village, Geita District within Geita Region with **Mining Licence No. ML313** (hereinafter referred to as the "Demised Premises").

**WHEREAS**, the Lessor, without undue influence is desirous of leasing the demised premises to the Lessee.

**AND WHEREAS**, the Lessee, agrees to lease the demised premises for the purpose of official use as well as any other activities incidental thereto.

**WITNESSETH AS FOLLOWS:**

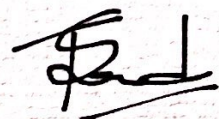
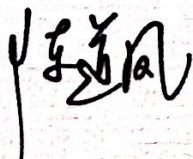
- 1. IN CONSIDERATION** of the rent and the Lessee's covenants hereinafter reserved and contained, the Lessor **HEREBY DEMISES** unto the Lessee the demised premises situated at Rwangasa Village, Geita District within Geita Region.
- That the **LESSOR** shall lease to the **LESEE** the said demised premises for a period of **Four (4) Years**, starting from 01<sup>st</sup> day of July, 2020 at a yearly rent of **Tanzanian Shillings Seven Million (Tshs.7,000,000/=)** payable yearly.
- The Lessee **HEREBY COVENANTS** with the Lessor as follows: -
  - To pay during the tenancy the reserved rent on time.



- ii. To pay all the charges for electricity consumed or used in the demised premises.
- iii. At all time to keep the interior of the demised premises and the appurtenances thereof including the door, windows and other glass fixtures, fittings waste water drains and other pipes and sanitary and water apparatus therein and the painting decoration thereof in good and substantial repair and condition.
- iv. Not without the previous consent of the Lessor to alter or erect any other structure pipe or partition, wire or post upon the demised premises or to make or suffer any waste spoil or destruction in or upon the demised premises or out maim or injure or suffer to be out maimed and injure any of the roofs walls, timber wires pipes, drain appurtenances, fixture or fittings thereof and to report in writing to the Lessor any wants of separation of the structure and internal parts of the demised premises **PROVIDED ALWAYS THAT** the Lessee shall subject to prior consent of the Lessor having been obtained be permitted to erect or install such alteration or improvement in or addition to the demised premises as may be necessary or convenient for the Lessee but all such alteration improvement and addition shall be removed prior to termination or expiration of the tenancy. Unless otherwise agreed with the Lessor and Lessee the Lessee shall make good to the satisfaction of the Lessor all damage thereby occasioned to the demised premises and restore the same to their original state and condition.
- v. Not to demise or otherwise part with or share possession of the demised premises or any part thereof without the Lessor's consent.
- vi. To keep up the demised premises with fixtures fittings until the determination of tenancy in good and substantial repair and condition.
- vii. To permit the Lessor and his/her agents, surveyors and other authorized agents, at all reasonable times of the day upon notice to enter upon the demised premises for the purpose of carrying out thereon and effecting any repairs to the building as the Lessor may consider to be desirable or necessary or to view the state and condition thereof.

4. The Lessor **HEREBY COVENANTS** with the Lessee as follows: -

- i. To maintain, repair and otherwise keep in good tenantable condition the structure of the building and in particular the roofs, foundations and walls thereof.
- ii. That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained shall peacefully hold and enjoy the demised premises during the lease herein provided without any interruption.

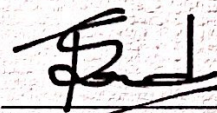


5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED

- i. If and whenever during the said term the rent hereby reserved or made payable or any part thereof shall be in arrears and unpaid for twenty one (21) days next after becoming payable or if and whenever there shall be any breach or non-performance of covenants on the part of the Lessee herein contained and in any of the cases it shall be lawful for the Lessor at any time thereafter to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine without prejudice to any rights or remedies which may have accrued to either party in respect of any antecedent breach of any of the covenants herein contained.
- ii. The Lessor will upon request by the Lessee made before the expiration of the term hereby created and if there shall not be at the time of such request any existing breach or non-performance on the part of the Lessee of the covenants and conditions herein contained or implied on his part to be performed and observed grant a further period as may be agreed upon. **PROVIDED** that the parties shall negotiate and agree upon a new rent before such renewal takes effect, and in the event, there is no such agreement the lease shall be automatically terminated, and the Lessor shall be entitled to vacant possession.
- iii. This lease agreement may be terminated upon either party giving the other part a **notice of three months**, provided that in event the lessor issues such a notice, he shall be liable to compensate the Lessee for costs and improvements made on the premises.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and the year in the manner hereinafter appearing.

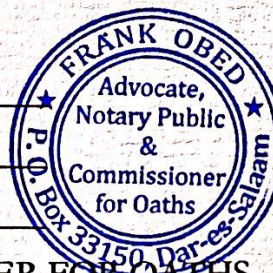
**SIGNED and DELIVERED at MWANZA**  
by the said **TWAHA SULEIMAN SAID** who is known to me personally/identified to me by \_\_\_\_\_  
\_\_\_\_\_ the latter who is known to me personally in my presence this 1<sup>st</sup> day of July, 2020.



LESSOR

**BEFORE ME:**

NAME : FRANK OBED  
SIGNATURE : [Signature]  
POSTAL ADDRESS : 33150, DCM  
QUALIFICATION : ADVOCATE/COMMISSIONER FOR OATHS



SEALED at MWANZA with the common Seal of the  
**AZJ LIMITED** delivered in the presence of us on  
1<sup>st</sup> day of July, 2020

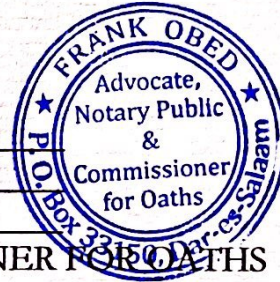
**AZJ LIMITED**  
**P O BOX 788**  
**MWANZA**

REPRESENTATIVE OF THE LESSEE

NAME : DAOFENG CHEN  
SIGNATURE : [Signature]  
POSTAL ADDRESS : 788, MWANZA  
QUALIFICATION : DIRECTOR

BEFORE ME:

NAME : FRANK OBED  
SIGNATURE : [Signature]  
POSTAL ADDRESS : 33150, DDM  
QUALIFICATION : ADVOCATE/COMMISSIONER FOR OATHS



Drawn by:

**Frank Obed - Advocate**

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Liberty Street, Mwanza City

NBC Building, 2<sup>nd</sup> Floor, Room No. 208,

P.O. Box 877, Mwanza – Tanzania

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