

THE REGISTRATION OF DOCUMENTS ORDINANCE
(CAP 117)
LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Mwanza, Tanzania
on this 2nd day of September 2020.

BETWEEN

HENAN AFRO-ASIA GEO-ENGINEERING (T) CO. LTD of **P.O.BOX 5410 Dar es Salaam Tanzania** (hereinafter referred to as "the LESSOR", which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

AND

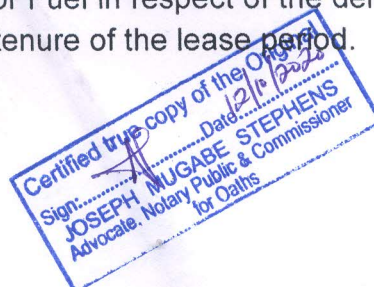
KAIXIANG MINERAL INTERNATIONAL DEVELOPMENT CO. LTD of **P.O. Box 6313 Mwanza Tanzania**. (Hereinafter referred to as "the LESSEE" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

WHEREAS, the LESSOR is the owner of all those premises known as House and plot situated at Plot 507, Block A, Nyamhongolo, Ilemela Mwanza (Hereinafter referred to as "the demised premises").

AND WHEREAS the LESSOR has agreed to let the demised premises referred here in above on the terms and conditions hereinafter contained.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) The Lessor hereby demises unto the Lessee the demised premises to hold the same for a period of 48 months commencing on the 2nd Day of **September, 2020** (hereinafter called effective date) (renewable by mutual agreement) at a monthly rent of **TZS 2,000,000.00 (TWO MILLION SHILLINGS)** payable every year in advance. The amount above is inclusive of withholding tax.
- (b) To pay all charges for Gas, Telephones and Electricity supplied to the demised premises via the installed prepayment Meter or Meters and if applicable a fair proportion of the Generator Fuel in respect of the demised premises accrued and payable during the tenure of the lease period.



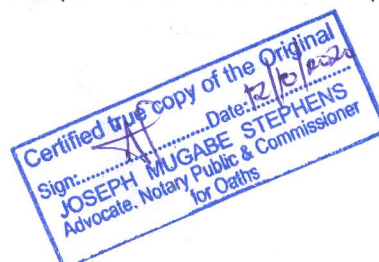
- (c) To use the demised premises for residential purposes and related services like parking and services of vehicles.
- (d) To permit the lessor and or his agents at all times upon giving not less than forty-eight hours' notice (except in the case of emergency) to enter upon the demised premises for the purpose of inspection and or carrying on any necessary repairs.
- (e) To give notice of at least one week before the expiry of the term hereby created to the Lessor expressing his (Lessee's) intention whether or not to renew the lease for a further term. In the absence of which the Lessor may choose to assume continuation of the existing lease for another period of months.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair.
- (b) To pay all existing and future land rates taxes and outgoing in respect of the demised premises.
- (c) To insure and keep insured, at the Lessor's discretion, the demised premises against loss or damage by fire or such other risk as are commonly insured in Tanzania. In case demised premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human inhabitation the Lessor shall refund the rental for the concerned period provided the Lessee has vacated upon the happening of such an event.
- (d) The Lessee shall be responsible for the safekeeping of his personal belongings.
- (e) Provided that the Lessee shall not be in default of its obligation under this Lease, the Lessor hereby covenants and warrants that the Lessee shall quietly and peacefully hold and possess the demised premises, free from any interference or disruption by the Lessor and any entity claiming by or through the Lessor, at all times during the term hereof.

3. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

- (a) In the event of any dispute of claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute or



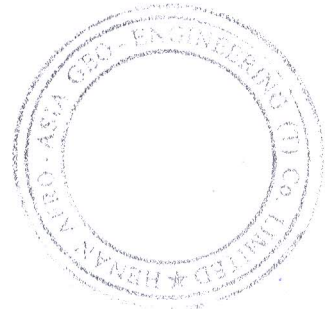
claim may be referred by either party to court or tribunal in Dar es Salaam Tanzania for adjudication and settlement.

(b) Either party may terminate the lease by giving the other party a prior notice of two weeks of such intention, in which case any advanced but unused rental payment shall be refunded by the Lessor.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year above mentioned as hereunder:

SIGNED and DELIVERED by
CHAO ZHANG for and on behalf of
HENAN AFRO-ASIA GEO-ENGINEERING (T) CO. LTD

Name: **CHAO ZHANG**
Signature: *张超*
Address: *P.O. Box 5410 DCM*
Qualification: **DIRECTOR**



SIGNED and DELIVERED by
JUN PENG for and on behalf of
KAIXIANG MINERAL INTERNATIONAL DEVELOPMENT CO. LTD

Name: **JUN PENG**
Signature: *彭俊*
Address: *P.O. Box 6313 MWZ*
Qualification: **DIRECTOR**



IN WITNESS
Name: *JOSEPH MUGABE*
Signature: *JP*
Address: *2824 Mwanza*
Qualification: *ADVOCATE*



STAMP DUTY PAID	
Shs: <i>2,400,000/=</i>	
Receipt No: <i>998410689084</i>	
<i>29 SEP 2020</i>	
Of: _____	
Signature: <i>[Signature]</i>	
For: Regional Manager, Mwanza	

Certified true copy of the Original
Date: *29/09/2020*
Sign: *JP*
JOSEPH MUGABE STEPHENS
Advocate, Notary Public & Commissioner for Oaths