

LEASE AGREEMENT
BETWEEN
CHANG METAL INTERNATIONAL MINING
RESOURCES COMPANY TANZANIA LIMITED
P.O.BOX..... DSM

("Lessor")

AND

TIANPIN (T) INVESTMENT MANAGEMENT
LIMITED

P.O. BOX... DSM

("LESSEE")

RELATING TO PROPERTY SITUATED AT Village: Mhandu Chela
Msalala, Mbagala District: KAHAMA Region:SHINYANGA

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this day of 2024

BETWEEN

CHANG METAL INTERNATIONAL MINING RESOURCES COMPANY TANZANIA LIMITED of P.O. BOX 10848 Dar es salaam (hereinafter called "Lessor") of the one part.

AND

TIANPIN (T) INVESTMENT MANAGEMENT of **DAR ES SALAAM** (hereinafter called "Lessee") of the other part.

WHEREAS the Lessor is the owner of the house described as **Block NO. P, Plot No. 3** situated at **MBEZI BEACH** area, **Kinondoni Municipality, Dar es salaam.**

WHEREAS the Lessor is willing and desirous to lease the part of the said land for Four Years from 2025 to 2027.

Renewable at the optional of the parties, on terms and conditions to be agreed hereunder. After one year the LandLord should not raise the rent for any reason.

AND WHEREAS the Lessee is willing and desirous of taking on lease the said "demised property" on terms and conditions agreed hereunder.

THIS AGREEMENT WITNESSETH as follows:-

1. PROPERTY LEASED

The property to be leased under this agreement is part of the property described as **Mhandu Chela Msalala Village' KAHAMA District' Shinyanga regions** herein after the "Demised Property")

2. TERM OF THE LEASE

The lease term for the demised property iswith effect from to

3. LEASE PURPOSE

The lease term provided herein for the above described properties shall be for lawful business purposes.

4. RENT AND MODE OF PAYMENTS.

- a) The rent will be **TSHS. 500,000/=** per month with **VAT (EXCLUSIVE)**
- b) The sum of **TSHS. 6,000,000/=** will be paid on the date of signing this agreement as rent for **one year (1 year)**.
- c) That in the first installment the Lessee shall deposit one month payment to the Lessor Bank account equivalent to one month rent to the Lessor tone of **TSHS. 500,000/= VAT (EXCLUSIVE)** as a Retention payment.

5. The Lessee hereby covenants with the Lessor as follows:-

- a) Timely payment of rent on the days and in the manner aforesaid without any deductions whatsoever. The Lessor will be responsible for the payment of (withholding Tax) as stipulated under the Income Tax Act and receipts for the same to be given to the Lessee.
- b) To maintain the demised property in a clean and sanitary condition and to pay, discharge all sewerage and cesspit emptying charged attributable to the demise property.
- c) To permit the Lessor and his agent at reasonable time to enter and examine the state of the demised property.
- d) To be responsible for and to indemnify the Lessor the cost of repairing and damage to the demised property drainage system and against all damages to the demised property or any adjacent or neighbouring premises occurred during lease term.
- e) Not to use the demised property or any part thereof for any illegal or immoral purposes.

- f) To use the said premises for lawful business purposes and not to change the use thereof without prior written consent of the Lessor and to abide by the conditions embodied in such consent.
- g) To take every reasonable caution on the demised property in favour of the Lessor against fire and any other mishap that may be occasioned by the Lessee's activities in the demised property.
- h) To provide security for the said demised property and its surrounding.
- i) The Lessor reserves the right of entry on failure by Lessee to pay agreed rent as provided herein.
- j) To hand over the demised property in a fairly good order at the end of the lease term or on termination of the same.

6. The Lessor covenant with lease as follows:-

- a) To pay land rent and property tax as and when due for payment.
- b) To let the Lessee paying the rent hereby reserved observing and performing all his obligations under the Agreement to quietly and peaceably hold and enjoy the said demised property during the lease term hereby created without any lawful interruption by the Lessor or any person rightfully claims under or in trust for him

7. Termination

Either party to this lease agreement can terminate the agreement in event of material breach of the terms and conditions contained herein this agreement, including but not limited to the Lessee's failure to pay the rent hereby reserved or the rent falls in arrears for three consecutive months subject to a three months' notice being issued to that effect. The terminating party shall issue a one month notice stating reasons of termination.

8. Waiver

Failure on the part of the Lessor to insist on the terms and conditions herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the Lessor's rights thereafter to enforce any such term or conditions but the same shall continue in full force and effect.

9. Taxes and other charges

Taxes in connection with preparation and execution of this Agreement excluding legal fees shall be borne by the Lessee.

10. Assignment

Each party can assign this agreement to his nominated subsidiary and or assignee, subject to seeking and obtaining written consent of the other party, which consent should not be unreasonably withheld.

11. The Agreement

The agreement constitutes the entire agreement between the parties pertaining in the subject matter containing herein and supersedes all prior and contemporaneous agreement, representations, warranties and understanding of the parties.

12. Variations

No supplement, variations or amendment of this agreement shall be binding unless executed in writing by the parties herein.

13. Applicable Law and Dispute Resolution

This agreement shall be governed by the interpreted in accordance with the laws of Tanzania. All disputes arise they shall be settled by mutual discussions. If after (30) days, the parties have resolved their dispute or difference by such mutual consultation, then either party refer the dispute to the Court of competent Jurisdiction.

14. Force Majeure

If any party to this agreement is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations herein this agreement, that party shall give to the other party prompt written notice of force majeure with reasonable particulars concerning it, thereafter the obligations of that party shall be suspended during the period of force majeure and resume immediately after the force majeure is over. The affected party shall use all reasonable diligence to remove force majeure through the use of alternative means as quickly as practicable. The existence of force majeure shall not deprive the parties of any rights or remedies otherwise available in law.

IN WITNESS WHEREOF the Lessor and the Lessee have duly executed these presents in the manner and on the dates hereinafter appearing.

Sealed with the COMMON Seal of the said
**CHANG METAL INTERNATIONAL
MINING RESOURCES COMPANY
TANZANIA LIMITED** and



DELIVERED at **DAR ES SALAAM** in the **SEAL**
The presence of us this 13 JUNE 2024

BEFORE ME:

Name: PAISCA

Signature: @

Postal Address: **P.O. BOX 105069 DAR ES SALAAM**

Qualification: **ADVOCATE**



Sealed with the COMMON Seal of the said

TIANPIN (T) INVESTMENT MANAGEMENT



The later being known to me personally in my presence
This 13 JUNE 20 2024

WITNESS

Name: PAISCA

Signature: @

Postal Address: **P.O. BOX 105069 DAR ES SALAAM**

Qualification: **ADVOCATE**



BEFORE ME:

Name: PAISCA

Signature: @

Postal Address: **P.O. BOX 105069 DAR ES SALAAM**

Qualification: **ADVOCATE**



STAMP DUTY
Rs: 20,000/-
Collector
Receipt No: 99891642284
Date: 15/6/20
Regional Manager - Kinondoni Tax Dept

START OF LEGAL RECEIPTS

APEX ATTORNEYS ADVOCATES

P.O. BOX 34674

PAMBA ROAD, PAMBA HOUSE

BLOCK NO: 150/67 PAMBA ROAD

DAR ES SALAAM, TANZANIA

TIN : 100628791

SRN: 400266751

SERIAL NUMBER 0012101363

UIN: 01TREMOLM-109748056

10062879108TZ101363

TAX OFFICE ILALA

CUSTOMER NAME

TIANPIN

CUSTOMER ID TYPE: TIN:

CUSTOMER ID:

140034606

CUSTOMER MOBILE

RECEIPT NUMBER

0361

ZNO

009/01526

RECEIPT DATE: 16-05-2024

TIME: 14:09:25

LEGAL FEES

100,000.00

TOTAL EXCLUSIVE OF TAX

84,745.77

TAX A-18%

15,254.23

TOTAL TAX

15,254.23

TOTAL INCLUSIVE OF TAX

100,000.00

CASH

100,000.00

RECEIPT VERIFICATION CODE

0DCEQ2361



END OF LEGAL RECEIPT

Customer care No: 0622167966

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***** MERCHANT COPY *****

Control No: 9984116472484



TERMINAL ID : 868133042575605

REST SPI

TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

ACC NAME : REST LINK SUPPLY
CARD NO : *****1454
TXN ID : FH908741715775888

*** MERCHANT GEPG PAYMENT ***

Tax Payment Slip

DATE : 2024-05-15 15:23:28
BILL NO : 9984116472484
NAME : TIANPIN (T) INVESTMENT MANAGEMENT LIMITED
PROVIDER : TRA Commissioner for Domestic Revenue
EMAIL : info@tra.com
DESCRIPT : TAX REVENUE BILL
MOBILE : 8758999777
AMOUNT : 660,000 TZS

Number(s): N/A
Bank: N/A
0758999777

By your account the amount of TZS 660,000.00
Six Hundred Sixty Thousand Only

15/05/2024

N/A
Tanzania Revenue Authority

CUSTOMER SIGN: _____
MERCHANT SIGN: _____

----- END OF LEGAL RECEIPT -----

Number: N/A
Reference: N/A
9984116472484

Taxpayer TIN: 140034606
Taxpayer Name: TIANPIN (T) INVESTMENT MANAGEMENT LIMITED

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty Other than Sales of Revenue Stamp	712782666	11610127	60,000.00
2	Rental Tax	712782655	11310101	600,000.00

Signature Date...../...../20.....
Signature..... Date...../...../20.....

Bank use only
Reference number

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.



Control No: 9984111820777



TRA REVENUE AUTHORITY

SO 9001: 2015 CERTIFIED

NMB
MAGWE BRANCH

DATE TIME TERMINAL ID
16/06/2023 17:21
2225369357659

AGENT ID: 22243240
TRAY NUM: 201AGG12316
REF NO: EC101565260669

BILL PAYMENT

CEPG PAYMENT SUCCESSFUL
Name: TIANPIN (T) INVESTMENT
MANAGEMENT LIMITED
Control No: 9984111820777
Provider: TRA - Commissioner for
Domestic Revenue
Bill Desc: TAX REVENUE BILL
Bill Paid (Principal):
144,000.00
Total Amount Paid: Tsh
144,000.00

TIANPIN (T) INVESTMENT
MANAGEMENT LIMITED

Taxpayer Name:
Taxpayer Name:

Tax Payment Slip

Tr(s): N/A
N/A
Bank: N/A
0716011066

On your account the amount of TZS 144,000.00
One Hundred Forty Four Thousand Only

Date: 16/06/2023
N/A
Tanzania Revenue Authority

Number: N/A
Code: N/A
9984111820777
140034606
TIANPIN (T) INVESTMENT MANAGEMENT LIMITED

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty Other than Sales of Revenue Stamp	835669708	11610127	144,000.00

Signature Date...../...../20.....
Signature..... Date...../...../20.....

Bank use only Reference number

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.