

## **LEASE AGREEMENT**

I, Geoffrey Michael Mwankenja, a natural person, of P.O. Box 2, Chunya Mbeya (hereinafter to be referred to as the Lessor), which expression shall where the context so requires include the legal administrators, and successors in title HEREBY AGREE to lease the right of occupancy under the above reference to Calyx Limited a body corporate registered under the law of Tanzania of P.O. Box 70681, Dar es Tanzania, (hereinafter to be referred to as the Tenant) which expression where the context so requires include administrators, receivers and successors in title of the other part.

### **WHEREAS**

- A. The Lessor is the rightful and registered holder of an interest in title over the landed properties known as PMLs No. PML20878/ SWZ and PML20882/ SWZ located at **Itumbi Chunya, Mbeya**
- B. The Tenant is desirous to take on lease both properties of the above description, (hereinafter referred to as "the demised premises") for the renewable term of **TEN YEARS** in accordance with the terms and conditions of this lease.

### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

#### **1.0. DESCRIPTION OF PREMISES**

- 1.0. The properties to be leased by the Lessor to the Tenant comprises 23 acres of bare/ undeveloped land with PMLs No. PML20878/ SWZ and PML20882/ SWZ at Matundasi Itumbi, Chunya, Mbeya.

#### **2.0. DURATION AND TYPE OF LEASE.**

- 2.0. The term of the lease is **10 years** (hereinafter referred to as the term) effective from 1<sup>st</sup> October, 2023 to 31st December, 2033. The lease is renewable after expiry of the covenanted term on similar terms and conditions save for the rent which may be renegotiated between the parties.

#### **3.0. RENT**

- 3.1.** Monthly rent for all properties shall be Tanzanian Shillings Three Million (TZS 2,500,000.00) for the first two years after which the monthly rental rate shall be renegotiated between the parties.

#### **4. MODE OF PAYMENT**

**4.1.** The tenant shall pay the Lessor or cause to be paid the said rent in lawful currency of the United Republic of Tanzania through deposits in the Lessor's account with a financial institution designated in writing, by the Lessor and in the manner aforesaid, without any deduction and without any notice or demand.

#### **5. INSURANCE**

**5.1.** The Tenant shall at its own expenses, maintain an insurance policy or policies during the whole of said terms of the premises for its own safety in case of unforeseen liabilities stemming from, accidents, fire, allied perils, burglary, etc.

#### **6. PAYMENTS FOR UTILITIES**

**6.1.** The tenants shall pay electricity and water bills during the period of occupancy.

#### **7. USE OF PREMISES**

**7.1.** The Tenant shall use the building for Mining Service Centre activities all of which must comply with applicable laws, bylaws, and regulations relative to the Premises and to the business carried on.

#### **8. QUIET ENJOYMENT**

**8.1.** The Tenant covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term without intervention or unnecessary interference from the Tenant.

#### **9. TENANT RIGHTS AND MAINTENANCE RESPONSIBILITIES**

**9.1.** The Tenant shall keep and maintain at his expense, the land in a good and serviceable condition and be able to hand it back at the end of the tenancy in a good and serviceable condition.

**9.2.** The Lessor shall not, without the prior written consent of Tenant, which consent shall not be unreasonably withheld: assign or mortgage this Lease; sublet any part of the demised premises.

#### **10. LESSOR'S COVENANTS**

**10.1.** That he has good title to the properties constituting the demised premises and has the right and full power to demise unto the Tenant the premises in the manner aforesaid.

**10.2.** That the demised premises are free of encumbrances.

10.3. That the tenant shall enjoy occupancy of the demised premises during the term without any interruption by the Lessor or any person rightful or otherwise claiming under him or in trust for it.

10.4. To pay and discharge all land rent rates or properties tax and assessment payable in respect of the demised premises.

10.5. While the lease is in force the Lessor shall not sell, assign, transfer, lease, and otherwise dispose of the land.

#### **11. TERMINATION**

11.1. Either party may terminate this Tenancy Agreement by giving a six months' notice in writing to the other, if one of the parties has failed or breached any of the terms and conditions herein contained to remedy such breach, all bills must be paid by termination date.

#### **12. SURRENDER**

12.1. Upon termination of Tenancy Agreement the Tenant shall peacefully deliver to the Lessor possession of said premises, together with all improvements upon or belonging to the same by whosoever made, in good repair, order and condition except for reasonable wear and tear and otherwise expressly provided herein. The Tenant shall leave the premises in a neat and orderly condition.

#### **13. AMENDMENTS**

13.1. Either party to this lease agreement may propose any amendments to it provided that no amendment shall be made to increase rent.

13.2. If any proposal as to amendment shall have been accepted only if signed by both parties.

#### **14. DISPUTES**

14.1. All disputes or differences concerning this Agreement shall be settled by the parties amicably and in the event of failure to conclude a settlement within one month any party still aggrieved may file an application or action in a Tanzanian Court, Tribunal or Body of competent jurisdiction to entertain the matter

**15. LAW APPLICABLE**

15.1. The law applicable to this lease shall be Tanzanian law.

IN WITNESS WHEREOF the Lessor and the Tenant have executed these presents on the day and in the manner herein appearing.

Signed and delivered by the said Geoffrey M. Mwankenja )

Geoffrey M. Mwankenja  
LESSOR

in my presence this 4th day of September, 2023 )

Signature: [Signature]  
Name: James Kabakama  
Address: P.O. Box 7048 DSM  
Qualification: Advocate



at Dar es Salaam by this 4th day of September, 2023

Sealed with the Common Seal of the said Calyx Limited,)



Signature: [Signature]  
Name: PROFESSOR PENEHUMBA  
Address: P.O. BOX 70681 DSM  
Qualification: DIRECTOR

Signature: [Signature]  
Name: GABRIELE PETRONE  
Address: P.O. BOX 70681, DSM  
Qualification: DIRECTOR