

**THE REGISTRATION OF DOCUMENTS ORDINANCE, (CAP. 117)**

**L E A S E**

- between -

**DENIS DANIEL JACKSON**

(the "Landlord")

and

**OHDL MINES PRIVATE LIMITED**

(the "Tenant")

THE REGISTRATION OF DOCUMENTS ORDINANCE, (CAP. 117)

LEASE

THIS LEASE is made this 10<sup>th</sup> day of OCTOBER 2022 between **DENIS DANIEL JACKSON** of Mbeya ("**the Landlord**") which expression shall, where the context so admits, include his successors and assigns of the one part, and **OHDL MINES PRIVATE LIMITED** with certificate of Registration No **163121751** of Mbeya (the "**Tenant**") which expression shall, where the context so admits, include its successors and assigns of the other part.

**AND WHEREAS** the Tenant has requested the Landlord to allow it to use and occupy on Lease a part of the property for **Processing of Minerals** the as particularly described in the Schedule hereto and delineated on the plan annexed hereto (the "**Demised Premises**") for the period and at the rent and on the terms and conditions hereinafter recorded and which the Landlord has agreed to do.

1. **NOW THIS DEED WITNESSETH** that in pursuance of the said agreement and in consideration of the rent hereby reserved and on the terms and conditions, covenants, and agreements herein contained and on the part of the Tenant to be observed and performed, the Landlord doth hereby demise to the Tenant all that Demised Premises **TO HOLD** the same unto the Tenant and its successors and assigns for a term of **Five Years (5)** commencing from the 01<sup>ST</sup> day of **NOVEMBER 2023 to 31<sup>ST</sup> day of NOVEMBER 2028** but subject to an option for renewal under the provisions of Clause 5(5) hereof paying therefore unto the Landlord during the said term the annual rent of **Tsh Three Million (3 Million Tanzania Shillings) per Year**. Should be paid in advance.
2. And the Tenant for itself and its successors and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby created, covenants with the Landlord as follows:
  - (a) To keep the Demised Premises including the drains and sanitary and water and electrical and gas apparatus and all fixtures and additions thereto in good tenantable condition throughout the term and to yield up the same in such condition at the determination of the tenancy.
  - (b) Not to carry out any structural additions or alternations of the Demised Premises, inside or outside, without the prior written consent of the

Landlord and which consent may be granted on such terms and conditions as the Landlord may think fit and proper.

- (c) To permit the Landlord or her duly authorised agents with all necessary workmen upon giving (one week's) previous notice in writing at all the reasonable times to enter upon the Demised Premises to execute repairs and alterations on and adjoining premises now or hereafter belonging to the Landlord who shall make good all damage occasioned to the Tenant by such entry.
- (d) To use the Demised Premises only for the **processing of Minerals** of the of the Tenant and for no other purpose.
- (e) Not to assign or sublet the Demised Premises or any part thereof without the written consent of the Landlord
- (f) Not to do, or allow to be done on the Demised Premises any act or thing which may be illegal or cause damage, annoyance and/or injury to the neighbours, the Landlord or visitors.
- (g) Not to permit anything in or upon the Demised Premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord or occupiers of other properties in the neighbourhood.
- (h) To maintain and keep in ornamental condition the garden and garden fences and preserve trees.
- (i) Not to do or permit or suffer to be done anything whereby any insurance of the said premises against loss or damage by fire or other risks covered by the Landlord's insurance policy may become void or voidable or whereby the rate of premium of such insurance may be increased and in such case to reimburse the Landlord of all such excess premium and to make good any losses suffered due to non coverage of such occurrence.
- (j) To pay the costs of and incidental to the grant hereof including Stamp duty, consent and registration fees that shall become payable by virtue of this transaction.

- (k) To yield up the Demised Premises and all fixtures, fittings, appliances and additions thereto (other than Tenant's fixtures) at the determination of the term in good and tenantable condition in accordance with the covenants herein contained, fair wear and tear expected.

3. And the Landlord doth covenant with the Tenant:

- (a) That the Landlord has good right and full power to demise unto the Tenant the Demised Premises in the manner aforesaid.
- (b) To insure or cause to be insured the Demised Premises and the Landlord's fixtures therein against loss or damage by fire and such other risks as the Landlord deems desirable or expedient. The Landlord shall not be liable to insure any of the Tenant's properties in the Demised Premises.
- (c) On the Tenant paying the monthly rent in the manner aforesaid and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed it shall peacefully and quietly possess and enjoy the Demised Premises during the term hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the Landlord or any person or persons lawfully or equitably claiming by, from or in trust for him.
- (d) To pay and discharge all rates, taxes, assessments, impositions, duties, charges and outgoings whatsoever save for electricity and/or telephone charges and water rates and garbage collection charges which are now or may hereafter become imposed or charged upon the Demised Premises or payable by the Tenant in respect thereof.
- (e) During the continuation of the said term to keep the exterior portions of the said Premises in good and tenantable repair and condition and remedy any major or structural fault or faults or construction affecting the convenient and proper use or occupation thereof provided that such faults are not attributable to neglect on the part of the Tenant, his agents or employees.

4. And it is further agreed by and between the parties hereto as follows:

- (a) The Landlord shall maintain in good working condition and working order all the said connections for supply of water and electricity as well as the soil and sewage connections at his own costs provided that if any damage is caused to such connections by the Tenant or its servants or visitors or guests such damage will be made good by the Tenant at the costs of the Tenant, after due intimation thereof to the Tenant and the Tenant shall on demand pay such costs.
- (b) The Landlord or his servants and agents will at all reasonable times have the right to enter upon the Demised Premises for carrying out any work of repairs, additions or alterations to the Demised Premises or to the connections for the amenities aforesaid by previous notice thereof to the Tenant and the Tenant shall not object to the same.

5. **PROVIDED AND IT IS HEREBY AGREED AS FOLLOWS:**

- (1) If any rent or other payment or any part thereof shall remain unpaid for thirty days or upwards after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any covenant on the part of the Tenant then the Landlord may re-enter upon any part of the Demised Premises in the name of the whole and thereupon the term hereby granted shall be determined but without prejudice to the rights of the Landlord in respect of any antecedent breach of any covenant or obligation on the part of the Tenant herein contained.
- (2) Any notice under this lease shall be in writing and may be served on the party on whom it is to be served either personally, or to an agent duly authorised to receive mail, or by leaving it at the Demised Premises (if he be the Tenant) or at the last known place of abode, or by sending it by registered post or the recorded delivery service to such premises or place; and in the case of a notice to be served on the Landlord it may be served in like manner upon any agent for the Landlord duly authorised in that behalf.
- (3) Save as otherwise provided for herein this lease shall be held firm and binding and cannot be terminated before the expiry of the said period of four months.
- (4) The parties may amend the provisions of this lease from time to time and

such modifications as the Landlord and Tenant may agree upon shall be in writing and supplemental to this Lease.

- (5) If the Tenant shall be desirous of taking a lease of the Demised Premises for a further term from the expiration of the term hereby granted, and shall not more than three months before the expiration of the term hereby granted have given to the Landlord notice in writing of such desire, and if he shall have paid the rent hereby reserved and shall have reasonably performed and observed the stipulations herein contained and on his part to be performed and observed up to the expiry of the tenancy hereby created, then the Landlord will let the Demised Premises to the Tenant for a further term to be agreed between the Tenant and the Landlord from the date following the date of expiry of this present lease at a rent to be mutually agreed upon by both parties

# SCHEDULE

## DEMISED PROPERTY MAKONGOLOSI, CHUNYA AT MBEYA REGION

D E M I S E D  P R E M I S E S	Sqm 800
	Sqm 700


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

SIGNED and DELIVERED by the said .....

For and on behalf of

**DENIS DANIEL JACKSON**

who is known to personally/identified to me  
by \_\_\_\_\_ the latter being known to me  
personally, in my presence this 12/10/2023

  
.....  
Landlord

Witness to the above signatures:

Signature:  .....

Name: **JESTON JUSTIN MZIHWI** .....

Postal Address: **P.O.BOX 80962 DAR ES SALAAM** .....

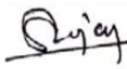
Qualification: **ADVOCATE** .....



SIGNED and DELIVERED by the said.....

For and on behalf of **OHDL MINES PRIVATE LIMITED**

**Limited** who is known to me personally/Identified to me  
By \_\_\_\_\_ the latter being known to me personally  
This 12/10/2023

  
.....  
Tenants



Witness to the above signatures:

Signature:  .....

Name: **JESTON JUSTIN MZIHWI** .....

Postal Address: **P.O.BOX 80962 DAR ES SALAAM** .....

Qualification: **ADVOCATE** .....

