

RENTAL AGREEMENT

IMALASEKO INVESTMENT LIMITED, of P.O.Box 1015 Dodoma, Tanzania tin no. 10-233-908, and vat No-10-011604-Q (hereinafter Referred to as the “Landlord”) of the one part.

AND

HUACHAO MINING TANZANIA CO. LIMITED, P.O.BOX 13055 Dar es Salaam, in the United Republic of Tanzania, and having its registered office with TIN: 170 – 243-382 D, in Dar Es Salaam (hereinafter Referred to as the “Tenant”) of the other Part

Whereas the Landlord has presented himself as the registered of Landed property situated at and officially referred premises, the tenant has expressed a willingness to hold onto the godown in question on a lease basis from the landlord and the landlord has expressed his willingness to offer the same for lease to the tenant for period Of five (05) year effective from 5TH JAN, 2024 or after shifting of tenant agreed by both parties to this agreement with an additional option of ONE YEAR

Monthly rental rate as agreed between both parties both parties is 1, 500,000/= per month exclusive VAT at the prevailing rate (18%). Total monthly rent inclusive of VAT for the warehouse space which in total however, a common understanding of the paid in six month lump sum in advance and when its due there is however a common understanding of the lump sum amount of **one million and five hundred thousand TZS EXNCLUSIVE VAT** to be paid through a bank account of the Landlord by the Tenant. The rent shall however 10% percent will be paid by Tenant as withholding tax.

NAME AND DATE OF USE

The landlord agrees with tenant to the extent that the leased premises shall be used for the core business of the Tenant i.e sale, distribution, warehousing. Logistic fs, packaging for the consumer goods so as to provide for the issues business license in the name of **HUACHAO MINING TANZANIA CO. LIMITED,**

CONSENT

This lease is subject to the sanction recognition of the COMMISSIONER OF THE LANDS AND OTHER RELEVANT GOVERNMENT AUTHORITIES allowing the LESSOR/ LANDLORD to enter into registrable LEASE



The lessor's obligation

1. The lessor shall allow the LESSEE to peacefully hold and enjoy the property perimeters so leased during the said term without any interruption or interference by Lessor of any person claiming through or trust for the LESSOR
2. The LESSOR shall all the times during the continuous of the term hereby created to permit the lease to make such alteration and addition to any of the buildings or other structures erected on the demised as the LESSEE shall deem necessary proper use of the demised related to his core business.
3. The LESSOR shall keep the LESSEE informed about any important matters in regard to the property and in particular the issue of registration of the lease in the original title deed, receipts and any other documentation when the registration of the lease do appropriately approved and done whenever is necessary as the case may be. THE LESSOR shall cooperate with the LESSEE or agent thereof upon and during the process of registering the lease agreement ,
4. THE LESSOR shall commit to pay and discharge prior to entering into desired premises for lease all existing land rent government taxes, charges, duties, assessments and going whatsoever charged and not paid, imposed and assessed upon the demised property.
5. To carry out all major structural repairs and minor repairs to flooring, ceiling, roof and gates
6. THE LESSOR will also keep the exterior of the premises in good tenantable condition.
7. That the LESSE paying the rent hereby reserved and performing the covenants and conditions herein before contained and on the part of the LESSEE to be observed and performed SHALL quietly possess and enjoy the dismissed premises during the term hereby granted without any interruption by the LESSOR or any person rightly claiming under or in trust for him.

It is mutually further agreed and declared as follow

- That, during the tenancy period, the LESSOR or his dully authorized agents with or without workmen shall at all responsible time of the day, enter the demised premises or any part thereof, in order to inspect the status of the buildings.
- That, the "Lessor" or alternatively the "LESSEE" notice of varying or vacating the premises herein entered SHALL be agreed on period of ONE CALENDER MONTH. Running prior notice is noted affective and to be given under his lease may hand to the



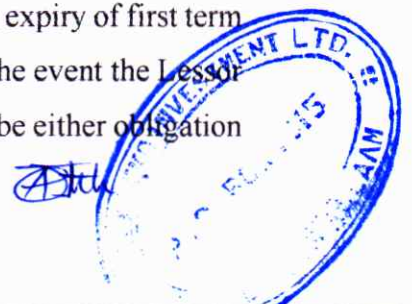
address hereunder indicated noticed shall give deemed to have been served for days after it was posted, or as the case may be, on which it was delivered by hand

DISPUTES -

By Arbitration by a single Arbitrator agreeable to both parities appointed in accordance with the Arbitration Act (Cap. 15) of the Law of Tanzania as revised

LESSEE'S OBLIGATIONS

1. The LESSEE hereby accepts an occupation of the warehouse space which measure approximately 300 square meters
2. The LESSEE shall be at liberty to effect improvements on the offices and warehouses that fit desired use provided that the LESSEE does not materially affect the nature, appearance and character of the offices and warehouse.
3. The LESSEE covenants with the LESSOR the office and warehouse so leased shall be used for legalized business purposes only.
4. The LESSEE shall pay all the bills and charges for water, electricity, telephone (if applicable) and all those utility developments planned on the premises during the lease period.
5. The LESSEE shall ensure the property in the custody and transit within the leased premises in insured against damage by fire to the extent and value of the LESSEE's business property transient on LESSOR's land.
6. The LESSEE to keep the demised premises together with its appurtenances in good and tenantable condition.
7. At the determination of the lease, the LESSES shall be at the liberty to remove any moveable equipment installed by LESSES from the premises save for the erected buildings and strictures and any fixed equipment which shall be left in good condition, including all the documents and plans for the same.
8. To deliver the premises to the LESSOR, immediately after the expiration of the term herein created, however upon expiry of the term agreement, both parties are free to agree to renew as aforesaid in the lease by negotiating new terms and conditions with SHALL BE SO AGREED at the time taking into account, the condition pertaining then, FURTHERMORE, THE LESSOR shall offer the first priority to the LESSEE in the event that LESSOR desire either to enter into a new agreement upon expiry of first term agreement or the LESSEE desires to offer the property for sale in the event the Lessor pots not to renew the lease agreement with LESEE, then there shall be either obligation



to return the premises to its original position or negotiate mutually the purchase of instillation done therein which could be beneficial and of use by LESSOR at the material time of handing over the premises.

9. The LESEE Shall comply in all respect with Acts. Regulation and by laws made by any competent authority in the behalf and related to the business of the LESEE on the dismissed premises. That the address referred to in the proceeding clause are as follows;

- a) In the case of notice to the LANDLORD/LESSOR
DIRECTOR JUMANNE KISHIMBA
P.O,BOX 1015
DODOMA, TANZANIA
- b) In the case of notice to the TENANT LESEE
DIRECTOR **HUACHAO MINING TANZANIA CO. LIMITED,**
P. O.BOX 13055
DAR ES SALAAM, TANZANIA



In witness wherefore, the parties herein have hereunder at their respective hand this 5/01/2024

SEALED under the COMMON SEAL OF **HUACHAO MINING TANZANIA CO. LIMITED,**
in the presence of

1. FULL NAME:
TITLE
ADDRESS:
SIGNATURE

Handwritten signature in Chinese characters: 杨亚伟

SEALED under THE COMMON SEAL of in the presence of

2. FULL NAME: **ADAM J. MABULA**
TITLE: **MANAGER**
ADDRESS: **P.O BOX 1015**
SIGNATURE: **Adam**



DRAWN AND FILED