

START OF LEGAL RECEIPT
 POMRIS ATTORNEYS
 P.O. BOX 151
 MAKUMBUUSHO
 0654878700
 TIN 128784543
 URN 400325421
 SERIAL NUMBER 0312843049670
 UIN 01133M
 -1107815121287845430312843049670

TAX OFFICE Kiraondot
 CUSTOMER NAME YONGDA COMPANY LTD
 CUSTOMER ID TYPE BUYER'S TIN
 CUSTOMER ID 164312240
 CUSTOMER MOBILE 0758759999
 RECEIPT NUMBER 170
 ZNo 1/0152
 DATE 17-10-2024 TIME 09:28:43

 REC: 01 OP: 01
 LEGAL SERVICES 50'000.00 A

 TOTAL EXCLUSIVE OF TAX 42'372.88

 TAX A-18.00% 7'627.12

 TOTAL TAX 7'627.12

 TOTAL INCLUSIVE OF TAX 50'000.00

 CASH 50'000.00
 ITEMS NUMBER 1

RECEIPT VERIFICATION CODE
 45FB8C170

 *** END OF LEGAL RECEIPT ***

Lease Agreement

This Agreement ("Agreement") is made and entered into on **1ST October 2024**, by

RAMADHAN HEMED NKANYEMKA ("Lessor"), residing at P. O. Box **N NO.:119-754-887**

YONGDA INTERNATIONAL ENERGY TRADING COMPANY LTD ("Lessee"), incorporated under the laws of United Republic of Tanzania, having its office at Mikocheni, Mlandege Street no 12-Dar es salaam. **164-312-240**

to as "Parties."

Property

The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the property identified by the identification number **SDC/2607** located at **Rahaleo, Maposeni Village, Peramiho in Dar es Salaam** (the "Property") for the purpose of operating a **coal sales point**.

The Property:

The Property covers an area of **23.25 acres**.

The Property shall be used exclusively for the establishment and operation of coal storage, and sales of coal.

The lease shall be for a period of **3 years**, commencing on **1ST October 2024** and ending on **30TH October 2027**, unless terminated earlier in accordance with the terms of this Agreement.

3. Rent and Payment Terms

- The Lessee shall pay the Lessor an agreed rental amount of **2,000,000 TZS per month**.
- Payment shall be made on the **31st** day of each month via bank transfer.
- Rent Review:** Rent shall be subject to review every year to reflect market conditions, with mutual agreement between the Parties.

4. Use of Premises

The Lessee shall use the Premises solely for the following purposes:

- The establishment of a coal sales point, including coal storage, handling, and distribution.

Lease Agreement

This **Land Lease Agreement** ("Agreement") is made and entered into on **1ST October 2024**, by and between:

- **Land Owner: RAMADHAN HEMED NKANYEMKA** ("Lessor"), residing at P. O. Box 16026, **TIN NO.:119-754-887**
- **Lessee: YONGDA INTERNATIONAL ENERGY TRADING COMPANY LTD** ("Lessee"), a company incorporated under the laws of United Republic of Tanzania , having its principal office at Mikocheni, Mlandege Street no 12-Dar es salaam.
TIN NO. : 164-312-240

Together referred to as "Parties."

1. Lease of Property

The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the land with tittle deed number **SDC/2607** located at **Rahaleo, Maposeni Village**, Peramiho in **Songea DC** ("Premises") for the purpose of operating a **coal sales point**.

Description of the Property:

- The leased land covers an area of 23.25 acres.
- The Premises will be used exclusively for the establishment and operation of coal handling, storage, and sales of coal.

2. Lease Term

The term of the lease shall be for a period of **3 years**, commencing on **1ST October 2024** and ending on **30th October 2027**, unless terminated earlier in accordance with the terms of this Agreement.

3. Rent and Payment Terms

- The Lessee shall pay the Lessor an agreed rental amount of **2,000,000 TZS per month**.
- Payment shall be made on the **31st** day of each month via bank transfer.
- **Rent Review:** Rent shall be subject to review every year to reflect market conditions, with mutual agreement between the Parties.

4. Use of Premises

The Lessee shall use the Premises solely for the following purposes:

- The establishment of a coal sales point, including coal storage, handling, and distribution.

- Installation of any necessary equipment, structures, or facilities related to the coal business.

The Lessee agrees to operate in compliance with all applicable laws, regulations, and standards, including those related to environmental protection, safety, and land use.

5. Maintenance and Repairs

- **Lessee's Responsibility:** The Lessee shall be responsible for all maintenance, repair, and upkeep of any structures, machinery, or facilities installed on the Premises, ensuring that the land remains in good condition.
- **Lessor's Responsibility:** The Lessor shall be responsible for the general upkeep of the land and any shared facilities, but not for any structures or facilities specifically erected by the Lessee for the coal sales point operations.

6. Utilities and Services

The Lessee shall be responsible for the payment of all utilities, including electricity, water, and any other services necessary for the operation of the coal sales point.

7. Insurance

The Lessee agrees to obtain and maintain, at its expense, insurance coverage for:

- General liability insurance for accidents or damage occurring on the Premises.
- Property insurance covering equipment, structures, and facilities related to the coal sales point.

The Lessor shall not be liable for any loss or damage to the Lessee's property on the Premises.

8. Environmental Compliance

The Lessee agrees to comply with all applicable environmental laws and regulations during the term of this lease. This includes:

- Ensuring that coal storage and handling are done in an environmentally responsible manner to prevent pollution or damage to the land.
- Conducting proper waste management and cleanup of the site in case of spills or contamination.

Failure to comply with these requirements may result in the termination of the lease.

9. Improvements and Alterations

- The Lessee may, with prior written consent from the Lessor, make improvements, alterations, or additions to the Premises necessary for the coal sales point operations.
- Any permanent structures or fixtures installed by the Lessee shall remain the property of the Lessee but may be removed at the end of the lease term, provided the Premises are returned to their original condition.

10. Termination and Renewal

- **Termination:** Either party may terminate this lease by providing 3 months written notice to the other party.
- **Breach of Agreement:** If either party fails to comply with any material term of this Agreement, the non-breaching party may terminate the lease by providing a written notice with an opportunity for the breaching party to rectify the issue within 60 days.
- **Renewal Option:** The Lessee shall have the option to renew the lease for an additional term, subject to mutual agreement of both parties and a renegotiation of rent and terms, provided a written notice of intent to renew is given at least 3 months before the end of the lease term.

11. Indemnification

The Lessee agrees to indemnify, defend, and hold harmless the Lessor from any claims, liabilities, damages, or costs (including legal fees) arising from:

- The Lessee's use of the Premises for coal sales point operations.
- Any environmental damage, accidents, or injuries occurring on the Premises during the lease term.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of United Republic of Tanzania and any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts in the United Republic of Tanzania.

13. Dispute Resolution

In the event of a dispute between the Parties, the Parties agree to first attempt to resolve the matter through negotiation. If negotiations fail, the dispute may be referred to mediation or arbitration as mutually agreed.

14. Entire Agreement

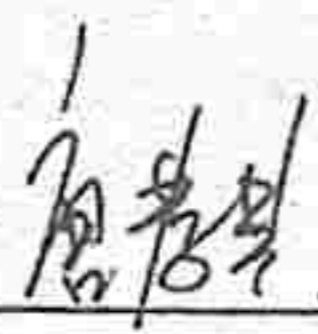
This Agreement constitutes the entire understanding between the Lessor and Lessee regarding the lease of the Premises for a coal sales point. Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the day and year first above written.


SIGNED AND DELIVERED at DSM
By the said RAMADHAN HEMED NKANYEMK
in my presence this 01 day of October 2024


Lessor

SEALED with the common Seal of the said
YONGDA INTERNATIONAL ENERGY TRADING
COMPANY LIMITED and DELIVERED in
presence of us this 01 day of October 2024


Lessee



Signature: 
Name: MONICA EMILY KANGATI
Qualification: ADVOCATE

