

**LEASE AGREEMENT**

**BETWEEN**

**VICTOR KALEKWA**

**AND**

**DANIEL PAUL**

**FOR AND ON BEHALF OF**

**MINERAL HARVESTING TANZANIA COMPANY LTD.**

---

---

**LEASE AGREEMENT**

---

---

THIS LEASE is made at SHINYANGA this 1<sup>st</sup> day of August 2024.

**BETWEEN**

**VICTOR KALEKWA** of P. O. Box.....Shinyanga, herein after referred to as the "LAND LORD"  
the term which, this include his successors in title, beneficiaries and agents on the first part;

**AND**

**DANIEL PAUL** for and on behalf of **MINERAL HARVESTING TANZANIA COMPANY LTD** of P.O. Box  
**42450 Dare salaam**, herein after referred to as the "TENANT" the term which include his  
successor in title, and on the second part;

**WHEREAS:-**

- (i) The Landlords are the exclusive owners of the parcel of land comprising 30 acres located at Mwakitolyo, Shinyanga rural district at the region of Shinyanga.
- (ii) The Landlord is desirous of leasing part of his land which is un -developed and which does not exceed five (30) acres of land; herein to be known as "the demised land"
- (iii) The Tenant is also desirous of holding the demised land on lease under the terms and conditions contained herein.

**NOW THIS AGREEMENT WITNESSETH as follows:-**

1. The Landlord demises unto the tenant part of his (Landlords) land which is approximated not to exceed five (30 acres) only. The demised 30 acres of land comprises of undeveloped area only.
2. The initial lease period is for 3 years only commencing from 1<sup>st</sup> day of Aug, 2024 to 1<sup>st</sup> Aug, 2027. PROVIDED that the Landlord and the Tenant may opt and agree to

enlarge the lease period upon mutual agreement and by signing a new lease for that purpose.

3. The Tenant shall pay to the Landlord a yearly rent of T.shs. 2,000,000/= (Tanzania Shillings Two Millions only). The said amount shall be payable in one instalment and shall cover 3 years where the total amount will be 6,000,000(Tanzanian Shillings Six Million).

Therefore at the time of signing this agreement, the tenant shall pay the total of T.shs. 6,000,000/= (T.shs. Six Million only) being the rent for (3) years starting from 1<sup>st</sup> Aug

, 2024 to 1<sup>st</sup> Aug 2027

- (i) The Landlord has agreed to grant the tenant a lease for a period of Three Years (3) in respect of the said premises commencing on . . 2024 to ..202.
- (ii) That the period of the lease stated in this contract is renewable on agreement of the parties upon completion of three years (3)
- (iii) The Tenant agrees to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

4. Tenant **HEREBY COVENANTS** with the Landlord as follows:-

- 4.1 To occupy and use the demised premises for commercial (Gold processing activities) only;
- 4.2 To obtain all government approvals permits and licenses required for the operation of Gold processing services.
- 4.3 To pay for all charges in respect of consumed water, electricity, telephone, garbage disposal, and sewerage charges, in connection with the demised premises during the said term;
- 4.4. To insure or cause to be insured and keep insured the demised premises and the fixtures therein against loss or damage by fire and such other risks as the Tenant deems desirable or expedient; otherwise the tenants shall be liable to indemnify the Landlord for any loss which may result.

- 4.5 To allow the Landlord and/or his agents at all reasonable times to enter upon the property to inspect in connection with the demised premises;
- 4.6 Not to do or permit to be done 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, occupiers of adjoining property or the neighborhood (installations and mounting of aerials for radios, televisions and other communications excepted);
- 4.7 Not to use the demised premises or any part thereof for any illegal or immoral purpose;
- 4.8 To maintain and pay one person (employee) chosen by the Landlord through the lease period. Also allow/permit the Land lord and his people to visit and stay at the demised premises at the tenant's expense.

**5. The Landlord HEREBY COVENANTS WITH THE TENANT as follows:-**

- 5.1 Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful use of the demised premises throughout the said term;
- 5.2 To pay and discharge all rental taxes, rates, duties and any other levies imposed by the Government, Revenue Authorities, Municipal Council or other authority in relation to the leased land;

**6. PROVIDED ALWAYS and it is hereby expressly agreed and declared that:-**

- 6.1 If at any time during the term of lease for the demised premises or any part thereof shall be destroyed or damaged by fire (not occasioned by the willful act, neglect or default of the tenant or his licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during and so long as the premises hereby demised or the destroyed

or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage;

6.2 Should the Tenant desire to vacate the demised premises during the continuation of the Lease, the Tenant shall give one month written notice signifying such intention;

## 7. DISPUTE RESOLUTION

Any dispute or difference whatsoever which shall at any time hereinafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be settled in accordance with the laws of the United Republic of Tanzania.

8. This Lease shall be executed in triplicate; one shall be retained by the Tenant and the second by the Landlord and the third by the lawyers for the Landlord.

**IN WITNESS** to these presents, the parties have **SIGNED** this Agreement in Triplicate and in our presence as follows:-

**SIGNED and DELIVERED**  
By **VICTOR KULEKWA**  
Here at **SHINYANGA**  
This...1...day of ...*08*... 2024

  
\_\_\_\_\_  
**VICTOR KALEKWA**  
**(LANDLORD)**

## IN MY PRESENCE

NAME: *JOHN F. MGAVE*

SIGNATURE: *Jmgave*

QUALIFICATION: Notary Public

ADDRESS: P.O Box *1363*



SIGNED and DELIVERED  
By DANIEL PAUL on  
Behalf of MINERAL HARVESTING COMPANY T.LTD  
Here at SHINYANGA  
This.....day of Aug 2024



**IN MY PRESENCE**

NAME: John F. Mgava

SIGNATURE: [Signature]

QUALIFICATION: Notary Public

ADDRESS: P.O Box 1363

