

LEASE AGREEMENT FOR OPERATION OF A FLOTATION PLANT

This Lease Agreement ("Agreement") is made and entered into on this 16th day of November, 2024 at Mpanda, Tanzania;
Mkataba huu wa Kukodisha ("Mkataba") yanafanywa siku 16 ya mwezi wa 11, 2024 huko Mpanda, Tanzania;

BETWEEN

KATI YA

YUSUPH BAKARI SAID of P.O Box 216 Mpanda – Katavi, with a Tanzanian National Identification No.**19720313551180000129** and mobile **0767676873** owning the **5** Hectares land located at Matandalani Village, Sitalike Ward in Nsimbo District Council, Katavi Region (hereinafter called "Lessor").

YUSUPH BAKARI SAID wa S.L.P 216 Mpanda Katavi, raia wa Tanzania mwenye kitambulisho cha Taifa chenye namba **19720313551180000129** na namba ya simu **0767676873** anayemiliki eneo lenye ukubwa wa Hekari **5** katika Kijiji cha Matandalani, Kata ya Sitalike katika Halmashauri ya Wilaya ya Nsimbo, Mkoa wa Katavi (hapa anajulikana kama "Mpangishaji").

AND

NA

JINXIN KUANGYE COMPANY LIMITED of P.O Box 216 Mpanda, mobile **0621750507**, Company incorporated under the companies Act, CAP 212 R.E. 2002 and having its registered office at Mpanda – Katavi, Tanzania (hereinafter called "Lessee").

KAMPUNI YA JINXIN KUANGYE ya S.L.P 216 Mpanda, nambari ya simu **0621750507**, Kampuni iliyosajiliwa chini ya sheria za Kampuni, kifungu cha 212 R.E. 2002 na yenye ofisi yake iliyosajiliwa Mpanda-Katavi, Tanzania (hapa anajulikana kama "Mpangaji").

WHEREAS, Lessor is the lawful owner of the land located at Matandalani Village, Sitalike Ward, Nsimbo District Council in Katavi Region and;



KWA KUWA, Mpangishaji ndiye mmiliki halali wa ardhi iliyopo katika Kijiji cha Matandalani, Kata ya Sitalike, Halmashauri ya Wilaya ya Nsimbo mkoani Katavi;

AND WHEREAS, Lessee desires to lease the Property to operate a Froth Flotation plant for Metallic Metals mineral processing purposes, and Lessor is willing to grant such lease under the terms set forth in this Agreement.

NA KWA KUWA, Mpangishwaji anatamani kukodisha eneo hili ili kuendesha mtambo wa kuchenjua madini, na mpangishaji yuko tayari kutoa ukodishaji kama huo chini ya masharti yaliyowekwa katika Makubaliano haya.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

SASA, KWA HIYO, kwa kuzingatia ahadi na makubaliano ya Pamoja, wahusika wanakubaliana kama ifuatavyo:

1. Lease of Property

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the area/plot located at Mtandalani Village, Sitalika Ward, Nsimbo District Council in Katavi Region, for the purpose of operating a flotation plant for Metallic Metals mineral extraction, processing, and related activities.

1.1 Mpangishaji anakodisha kwa Mpangaji, na Mpangaji anakodisha kutoka kwa Mpangishaji, eneo lililopo katika Kijiji cha Matandalani, Kata ya Sitalika, Halmashauri ya Wilaya ya Nsimbo mkoani Katavi, kwa madhumuni ya kuendesha mtambo wa kuchenjua Madini, usindikaji, na shughuli zinazohusiana.

1.2 The Leased area/plot is more specifically described as owned by **YUSUPH BAKARI SAID** who bought it from **LATA NZENGO SALAUMU** a community member at Matandalani Village.

1.2 Eneo linalokodishwa linaelezwa zaidi kuwa linamilikiwa na **YUSUPH BAKARI SAID** ambaye alilunua kutoka kwa **LATA NZENGO SALAUMU** mwanajamii katika Kijiji cha Matandalani.



2. Term of Lease

2.1 The term of this lease shall commence on 16th November 2024, and continue for a period of five year, expiring on 15th November 2029, unless terminated earlier in accordance with the provisions of this Agreement.

2.1 Muda wa upangaji huu utanza tarehe 16/11/2024, na kuendelea kwa muda wa miaka mmoja, kuisha tarehe 15/11/2029, isipokuwa kukatishwa mapema kwa mujibu wa masharti ya Mkataba huu.

2.2 The term of this Agreement may be extended by mutual written consent of both parties for additional periods, subject to renegotiation of terms.

2.2 Muda wa Makubaliano haya unaweza kuongezwa kwa ridhaa ya maandishi ya pande zote mbili kwa muda wa ziada, kulingana na kujadiliwa upya kwa masharti.

3. Rent and Payment Terms

3.1 Lessee agrees to pay to Lessor a rental fee of TZS 300,000 per month, due and payable on the 16th November 2024.

3.1 Mpangaji anakubali kumlipa Mpangishaji ada ya kukodisha ya TZS 300,000 kwa mwezi, na kulipwa siku ya 16/11/2024.

3.2 Payment shall be made by Cash or Bank to the Lessor

3.2 Malipo yatafanywa kwa Hela Tasilimu au Bank kwa Mpangishaji

4. Use of Leased Premises

4.1 Lessee shall use the Leased Premises exclusively for the operation of a flotation plant, including any associated infrastructure such as buildings, pipelines, and machinery necessary for the flotation process.

4.1 Mpangaji atatumia eneo alilokodisha kwa ajili ya uendeshaji wa mtambo wa kuchenjua Madini ikijumuisha miundo mbinu yoyote inayohusika kama vile majengo, mabomba na mashine zinazohitajika kwa mchakato wa uchenjuaji.

4.2 Lessee shall comply with all applicable local, regional and national regulations, including environmental laws, labor laws, and health and safety regulations.



4.2 Mpangaji atatii kanuni zote zinazotumika za eneo, Mkoa na Taifa, ikijumuisha sheria za mazingira, sheria za kazi na kanuni za afya na usalama.

4.3 Lessee agrees to obtain all necessary permits, licenses, and approvals from relevant authorities before commencing operations.

4.3 Mpangaji anakubali kupata vibali, leseni na vibali vyote muhimu kutoka kwa mamlaka husika kabla ya kuanza shughuli.

4.4 Lessee shall be responsible for the installation, maintenance, and operation of all machinery, equipment, and facilities required for the flotation plant.

4.4 Mpangaji atawajibika kwa uwekaji, matengenezo, na uendeshaji wa mashine, vifaa na vifaa vyote vinavyohitajika kwa mtambo wa uchenjuaji Madini.

5. Environmental and Safety Compliance

5.1 Lessee agrees to operate the flotation plant in an environmentally responsible manner and to take all necessary measures to prevent pollution and environmental degradation.

5.1 Mpangaji anakubali kuendesha mtambo wa kuchenjua Madini kwa njia inayowajibika kwa mazingira na kuchukua hatua zote muhimu ili kuzuia uchafuzi wa mazingira na uharibifu wa mazingira.

5.2 Lessee shall be responsible for any environmental remediation, including cleanup and restoration, in case of contamination or environmental harm caused by Lessee's activities on the Leased Premises.

5.2 Mpangaji atawajibika kwa urekebishaji wowote wa mazingira, ikijumuisha kusafisha na kurejesha, iwapo kuna uchafuzi au madhara ya kimazingira yanayosababishwa na shughuli za Mpangaji kwenye eneo alilokodishwa.

5.3 Lessee shall maintain insurance coverage sufficient to cover environmental liabilities, accidents, or damage to property resulting from their operations.

5.3 Mpangaji atahifadhi bima ya kutosha kugharamia dhima za mazingira, ajali, au uharibifu wa mali unaotokana na shughuli zao.



6. Maintenance and Repairs

6.1 Lessee shall maintain the Leased area in good condition, including infrastructure. Lessee shall make all necessary repairs and improvements, at their own cost, to ensure the safe and efficient operation of the flotation plant.

6.1 Mpangaji atahakikisha eneo alilokodishwa lipo katika hali nzuri, ikijumuisha miundombinu. Mpangaji atafanya matengenezo na uboreshaji wote muhimu, kwa gharama zake wenyewe, ili kuhakikisha uendesaji na uzalishaji salama na mzuri.

7. Inspection and Access

7.1 Lessor or Lessor's authorized representatives shall have the right to inspect the Leased area upon reasonable notice, during normal business hours, to ensure compliance with the terms of this Agreement.

7.1 Mpangishaji au mwakilishi wake aliyeidhinishwa atakuwa na haki ya kukagua eneo lililokodishwa kwa notisi inayofaa, wakati wa saa za kawaida za kazi, ili kuhakikisha utifuu wa masharti ya Makubaliano haya.

8. Taxes and Fees

8.1 Lessee shall be responsible for all taxes, duties, assessments, or fees imposed on the operation of the flotation plant or any improvements made to the Leased area.

8.1 Mpangaji atawajibika kwa kulipa kodi, ushuru, tathmini au ada zote zitakazowekwa kwenye uendesaji wa mradi wake au uboreshaji wowote utakaofanywa kwenye eneo alilokodisha.

8.2 Lessor shall retain responsibility for paying any property taxes associated with the Leased area, unless otherwise agreed in writing.

8.2 Mpangaji atabaki na jukumu la kulipa ushuru wowote unaohusishwa na eneo alilokodisha, isipokuwa kama imekubaliwa vinginevyo kwa maandishi.

9. Indemnification and Liability

9.1 Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, damages, losses, liabilities, or expenses arising from the Lessee's use or occupation of the Leased Premises.



9.1 Mpangaji anakubali kufidia, kutetea na kushikilia Mkodishaji asiye na madhara kutoka na dhidi ya madai yoyote, uharibifu, hasara, dhima, au gharama zinazotokana na matumizi ya yake au umiliki wa eneo lililokodishwa.

9.2 Lessor shall not be liable for any injury, death, or damage to property that occurs on the Leased plot/land, except in cases of Lessor's gross negligence or willful misconduct.

9.2 Mpangishaji hatawajibika kwa jeraha lolote, kifo, au uharibifu wa mali unaotokea kwenye eneo lililokodishwa, isipokuwa katika hali ya uzembe mkubwa wa Mpangishaji au kutotekeleza ushauri juu ya jambo Fulani.

10. Termination

10.1 This Agreement may be terminated by either party upon 30 [Number] days' written notice to the other party under the following conditions:

10.1 Makubaliano haya yanaweza kusitishwa na upande wowote baada ya notisi ya maandishi ya siku 30 kwa upande mwingine chini ya masharti yafuatayo:

- If either party breaches any material term of this Agreement and fails to cure such breach within a reasonable period after written notice.
- Iwapo upande wowote utakiuka masharti yoyote muhimu ya Makubaliano haya na kushindwa kusuluhisha ukiukaji huo ndani ya muda unaofaa baada ya notisi iliyoandikwa.
- If Lessor or Lessee is required to vacate the plot/area due to legal orders or government mandates.
- Iwapo Mpangishaji au Mpangaji atahitajika kuondoka kwenye kiwanja/eneo kutokana na maagizo ya kisheria au mamlaka ya serikali.

10.2 Upon termination, Lessee shall immediately cease all operations and remove any equipment, machinery, and improvements from the Leased area, leaving the plot in good condition, subject to any damage caused by ordinary wear and tear.

10.2 Baada ya kusitishwa, Mpangaji atasitisha mara moja shughuli zote na kuondoa vifaa, mashine na kufanya uboreshaji wa eneo, na kuacha kiwanja katika hali nzuri, kutokana na uharibifu wowote uliosababishwa na kawaida wakati wa uzalishaji.



11. Dispute Resolution

11.1 Any dispute arising from or related to this Agreement shall be resolved through mediation. If mediation fails, the dispute will be submitted to binding arbitration in accordance with the rules of Tanzania.

11.1 Mzozo wowote unaotokana na au unaohusiana na Makubaliano haya utasuluhishwa kwa njia ya upatanishi. Iwapo usuluhishi utashindikana, mgogoro huo utawasilishwa kwa usuluhishi wa mamlaka kwa mujibu wa kanuni na sheria za Tanzania.



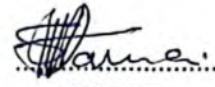
IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

KATIKA KUSHUHUDIA HAPO, wahusika wametekeleza Makubaliano haya ya Kukodisha kufikia tarehe iliyoandikwa hapo juu kwa mara ya kwanza.

SIGNED and DELIVERED by

YUSUF BAKAR JALO

Who is known to me personally/ identified to me by 1 the letter being known to me personally, in my presence in this 16 day of March 2024


LESSOR

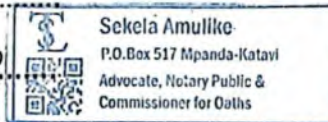
BEFORE ME:

Name: SEKELA AMULIKE

Signature: 

Address: P.O. Box 517 MPANDA

Qualification: ADVOCATE



SIGNED and sealed by and on behalf of the Company

JINXIN KUANGYE LTD who is known to me

personally/ identified to me by 1 (Director)

the latter being known to me personally, in my presence, this 16 day of March 2024.



BEFORE ME:

Name: SEKELA AMULIKE

Signature: 

Address: P.O. Box 517 MPANDA

Qualification: ADVOCATE

