

LAND ACT, 1999 (ACT NO. 4 OF 1999)

THE LAND REGISTRATION ACT, CAP 334

LEASE AGREEMENT

-Between-

JACQUELINE MICHAEL KAWISHE

(The "Lessor")

&

RED ROCK MINERAL RESOURCE (TANZANIA) LIMITED

(COUNTRY DIRECTOR)

(The "Lessee/LESSEE")

In Respect of

House on Plot No. 172 , BLOCK 41, Dar es Salaam.

Drawn By:

Mark & Associates Attorneys,

NIC Life House, 1st Floor, Wing "C",

Sokoine Drive/Ohio Street,

P. O. Box 8211,

Dar es Salaam.

LEASE AGREEMENT

This Lease Agreement is made in Dar es Salaam on this 1st Day of March 2024

Between

JACQUELINE MICHAEL KAWISHE, a natural person, of P.O. Box **105847** Dar Es Salaam (hereinafter referred to as the "**LESSOR**" which expression shall, where the context so admits, include its assigns, executors and other successors in tile) of the one part;

And

RED ROCK MINERAL RESOURCES whose registered office are situated at **RED ROCK MINERAL RESOURCES**, Dar es salaam, Tanzania and P.O Box. ⁸²⁵⁹ Dar es salaam, for the benefit of **MR. MOHAMMED ABDURAHIM** and his team (hereinafter referred to as the "**LESSEE**").

Each referred to as a "**PARTY**" and together as the "**PARTIES**".

WHEREAS, the LESSOR is the legal owner of **BARRON HOUSE** situated BLOCK 41 KINONDONI, Plot No. **172**, (hereinafter referred to as the "Demised Premises").

AND WHEREAS the LESSOR has agreed to let, and the LESSEE has agreed to rent the Demised Premises referred hereinabove on the terms and conditions hereinafter contained.

1. TENURE

This **LEASE AGREEMENT** shall be for the period of three years commence on **01st March 2024 and 28th February, 2027** inclusive, unless terminated earlier as provided in this Lease.

This **LEASE AGREEMENT** can be renewed for another term by mutual agreement between the parties. LESSEE must give Ninety (90) days' notice of intention to renew this LEASE prior to the expiration date of this LEASE AGREEMENT.

2. RENT AND SERVICE CHARGE

2.1 LESSEE shall pay a monthly rent of Three Thousand United States Dollars (3,000/= USD) exclusive of service charges. The sum of the above-mentioned amounts shall be payable only on the first six (6) months and the rest six (6) months monthly rent of Three Thousand Five Hundred United States Dollars (3,500/=USD). The rent is to be paid on or before **01th March 2024** and on or before **1st June 2024**.

2.2 In addition to the terms outlined above, it is further agreed that there shall be an annual rent increment, the specifics of which will be determined upon mutual agreement between the LESSEE and the LESSOR. Both parties agree to engage in good faith negotiations to establish the amount of any such rent increment, taking into consideration factors such as market conditions. Any agreed-upon rent increment will be documented in writing and signed by both parties, constituting an amendment to this Agreement. This process shall occur annually, at least sixty (60) days prior to the anniversary date of the lease commencement, to ensure ample time for both parties to negotiate and agree upon any changes to the rent.

2.3 The service charges shall be paid directly to the mentioned person and charged as under:

- i) Maintenance of swimming pool (Evaresty Penoc [+255 712 497 070] - at TShs 150,000/= per month);
- ii) Security (Juma Juma [+255 714 121 862] - at 350,000/= per month
- iii) House Maid (Cecilia Nshimba [+255.....] - at 250,000/= per month

The rent amount should be paid in the Bank account with below details:

Beneficiary: JACQUELINE MICHAEL KAWISHE

Bank: CRDB BANK TANZANIA

A/C #: 02J2028483100

Branch: AZIKIWE BRANCH

Swift Code: CORUTZTZ

- 2.4 If any instalment of rent is not received by LESSOR within thirty (30) days from the due date, the Lessee/LESSEE agrees and undertakes to pay as additional rent of the sum equivalent to 10% of the total amount payable monthly compounded for any outstanding amount.

3. ELECTRICITY

LESSEE is responsible to pay all fees and all rates and charges for use of electricity from Tanesco or any other power generating body that may be in force in respect of demised premises during the said LEASE AGREEMENT period.

LESSOR is responsible to ensure that the electricity in the compound fulfills the standards in appendix 1.

4. WATER

LESSEE is responsible to pay all fees and all rates and charges for use of water from Dawasco or any other body that may be in force in respect of demised premises during the said LEASE Agreement period.

5. SUBLETTING

LESSEE shall not sublet or assign the LEASE or any part of the LEASED PREMISES without the LESSOR's written consent. It is further agreed that premises shall be used and occupied by the LESSEE and LESSEE's immediate support team as a private family dwelling. Notwithstanding the aforementioned, LESSEE is permitted

to use the address of the LEASED PREMISES for business correspondence and as a registered business address. However, LESSEE agrees not to use the premises as a physical place of business, which includes but is not limited to, displaying business signage, storing inventory, or conducting any business operations on-site. LESSEE shall not allow any other person, other than LESSEE's immediate support team, to use or occupy the Premises without first obtaining LESSOR's written consent to such use. LESSEE shall comply with any and all laws, Bye Laws, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

6. INSPECTION

Upon ninety-six (96) hours prior notice to LESSEE, LESSOR may enter the LEASED PREMISES for the purpose of inspecting the LEASED PREMISES or maintenance. In the case of an emergency that requires immediate action, LESSOR may enter the LEASED PREMISES without notice. LESSEE may accompany LESSOR or LESSOR's agents or employees.

7. CONDITION OF THE PREMISE

LESSEE confirms his inspection of the demise premises and that within three months of occupancy he will inform the LESSOR any reasonable repairs required before signing Joint Inspection Form. In the event repairs/maintenance is required, the LESSEE shall inform the LESSOR's authorized maintenance Engineer (Engineer Khatib [+255 713 34 2713]).

8. TAXES

LESSOR agrees to pay directly to the taxing authorities all ad valorem taxes, assessments or other charges (the "Assessments") levied or assessed on the Leased Premises during the term hereof, on this agreement and any extensions or renewals thereof.

9. INSURANCE

LESSEE has to insure and keep insured all their private belongings against loss or damage by fire and such other risks.

LESSOR has to insure and keep insured the demised premises and the fixtures, and fittings against loss or damage by fire and such other risks.

10. REPAIRS AND MAINTENANCE

- A) LESSOR shall, at her own expense, be responsible for the prompt repair and maintenance of the LEASED PREMISES detailed in appendix 2.
- B) In the event repairs are required as a direct result of LESSEE's sole negligence or willful misconduct, within thirty (30) days of the repair, LESSOR may bill LESSEE for the actual cost of the repair plus an administrative fee not to exceed ten percent (10%) of the total actual cost of repair.
- C) Prior to occupancy, LESSOR shall cause the LEASED PREMISES to be professionally cleaned and exterminated.

11. SECURITY

LESSEE will pay for security services in the compound.

LESSOR shall provide fire extinguishers in all required areas of the compound and ensure that the extinguisher is not blocked by equipment, coats or other objects that could interfere with access in an emergency. LESSOR is responsible for maintenance of the extinguishers.

12. DEFAULT OF LESSEE

PARTIES agree that LESSOR may terminate the Lease:

- A) If the RENT is unpaid for more than thirty (30) business days after LESSEE's receipt of written notice of delinquency; or

- B) If a default, other than RENT, on any term of this lease and the default is not cured within thirty (30) days after LESSOR's written notice of the default is received; or
- C) If a default cannot be cured within a thirty (30) day period after LESSOR's written notice is received, then LESSEE, failing to commence to correct the default within the thirty (30) day period and failing to prosecute the same to completion with reasonable diligence.
- D) If LESSEE fails to cure a default after the required notice LESSOR may terminate LESSEE'S right to possession under this Lease. LESSOR must provide LESSEE written notice of termination that allows LESSEE ten (10) business days from LESSEE'S receipt to vacate the property and LESSOR will then be entitled to the possession of the LEASED PREMISES.
- E) If LESSEE shall refuse to surrender and deliver up the possession of the LEASED PREMISES after the notice and the ten business days then, LESSOR may, without further notice, enter the LEASED PREMISES or any part of the LEASED PREMISES and take possession in accordance with law. Taking of possession by LESSOR, or LESSOR's service of an eviction demand shall not constitute an election by LESSOR to terminate this Lease, unless expressly so stated in writing.

13. DEFAULT OF LESSOR

PARTIES agree that LESSEE may terminate the LEASE:

- A) If REPAIR or MAINTENANCE is not undertaken within ten (10) days after LESSOR'S receipt of notice, and such REPAIR or MAINTENANCE is not prosecuted to completion with reasonable diligence; or
- B) If any portion of the LEASED PREMISES fails to the point that it is rendered substantially uninhabitable as intended;
- C) If LESSOR shall fail to fulfill the requirements of this agreement or comply with any obligations at law;
- D) If LESSOR fails to cure a default after notice LESSEE may terminate and vacate its possession under this Lease. LESSEE must provide LESSOR written notice of termination.

14. INDEMNITY

14.1 LESSOR shall release, defend, indemnify and hold harmless LESSEE from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, expenses and other costs, including without limitation reasonable attorneys' fees and reasonable consultants' fees ("Claims"): (a) to the extent such Claims arise out of or relate to the negligence or willful misconduct of LESSOR, or its employees, contractors, agents or invitees; and/or (b) arising from or related to LESSOR's their respective employees', contractors', agents' or invitees' LESSOR or use of the LEASED PREMISES, all whether before, during or after any term of this Lease.

14.2 LESSEE shall release, defend, indemnify and hold harmless LESSOR from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, expenses and other costs, including without limitation reasonable attorneys' fees and reasonable consultants' fees ("Claims"): to the extent such Claims arise out of or relate to the negligence or willful misconduct of LESSEE, or its employees, contractors, agents or invitees.

15. NOTICES

Any notice or communication between the parties shall be given only by private courier service, overnight delivery service or certified mail return receipt requested, postage paid and addressed to the party for who intended at the party's address specified below or to such other address as may be substituted by proper notice. Any such notice shall be deemed delivered when delivery is indicated on the receipt or other indicia of delivery or when the intended recipient of any notice refuses as indicated on the receipt or other indicia of delivery.

LESSOR

JACQUELINE M. KAWISHE
BARRON GROUP OF COMPANIES
P.O Box: **105847**
Phone : **+255754592055**
Dar es Salaam, Tanzania

LESSEE

MR. MOHAMMED ABDURAHIM
C/O RED ROCK MINERAL RESOURCES
P.O. Box
Phone: +255750994996 \ 00447775125127
Dar es Salaam, Tanzania

16. FORCE MAJEURE

- A) In case of violence due to war or civil commotion insurgent activity or of fire explosion, storm tempest, flood, inevitable accident or other irresistible force (force majeure), rendering the whole or any of demised premises destroyed and unfit for the purpose for which they are hereby demised, the LESSOR or the LESSEE may terminate the LEASE AGREEMENT immediately and the rent hereby reserved or fair proportion thereof, according to the nature and extent of the damage sustained, will be refunded to the LESSEE after the establishment of the actual cause of the incident.
- B) In case of any emergency evacuation, due to war or civil commotion or insurgent activities or explosion, tempest, flood, inevitable accident or other Irresistible force (force majeure), the LESSOR shall refund to the LESSEE the balance of the rent paid in advance calculated from the month following the date of evacuation.

17. GENERAL TERMS

- 17.1 On Expiration of the LEASE LESSEE will be required to vacate the property unless a new lease is agreed.
- 17.2 LESSEE agrees to surrender the LEASED PREMISES at the termination or expiration of this Lease in substantially as good a condition as when received, except for damage by LESSOR or LESSOR's employees or agents, and ordinary wear and tear, damage by fire, hurricane, tornado, flooding, other casualties and the elements, and natural decay or deterioration.
- 17.3 LESSOR represents that it has full authority to enter into this Lease, that LESSOR has free title to all the LEASED PREMISES, and that the LEASED PREMISES shall be vacant on the commencement of the TERM.
- 17.4 LESSOR represents that it has no knowledge of any defect at the LEASED PREMISES and that the LEASED PREMISES conforms to all laws, ordinances, restrictions, zoning regulations and requirements of all governmental authorities or agencies.

18. TERMINATION

LESSEE or LESSOR may terminate this LEASE at any time upon giving written notice of at least three (3) calendar months in advance from the termination date. Such termination of this LEASE will be without prejudice to any right of action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein. If the LESSEE terminates this LEASE in accordance with this clause, the LESSEE shall not be liable for any charges additional to those incurred to the date the LEASE is terminated and shall be refunded the balance of any advance rent paid for the period beyond the termination date.

19. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to the present lease or the breach, termination or invalidity thereof, shall unless it is settled amicably by the parties failing which the aggrieved Party may take legal action at a Court/Tribunal with relevant jurisdiction.

20. APPLICABLE LAW

That this LEASE AGREEMENT shall be governed by and be conducted in all respect in accordance with the laws of the United Republic of Tanzania.

21. ENTIRE AGREEMENT

This LEASE AGREEMENT is intended by the parties as the final expression of their AGREEMENT and is also as a complete and exhaustive statement of their AGREEMENT with respect to the subject matter contained herein. The LEASE AGREEMENT shall not be modified, amended or supplemented except by an instrument in writing duly executed by the parties.

22. EXPENSES OF THE PARTIES

Except as otherwise specifically provided in this LEASE AGREEMENT, all expenses incurred by or on behalf of each of the parties hereto, including all fees, and expenses of representatives, advocates fee etc. in connection with the preparation of this LEASE AGREEMENT and the consummation of the transaction contemplated by this LEASE AGREEMENT shall be borne solely by the party who shall have incurred such expenses and the other party shall have no liability in respect thereof. The agent costs is to shared jointly by the LESSOR and the LESSEE.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the dates and the year and in the manner hereinafter appearing.

SIGNED and DELIVERED at Dar - es - Salaam by]
JACQUELINE MICHAEL KAWISHE]
who is known to me personally/ identified to me by]
-----]
the later being known to me personally, in my]
presence this 22 day of February 2024]

[Signature]

(LESSOR)


BEFORE ME:
Name: Evance Ignace John
Signature: [Signature]
Postal Address: P.O. Box 8211 Dar es Salaam
Designation: Advocate

SIGNED and DELIVERED at Dar - es - Salaam by]
MOHAMMED ABDURAHIM]
who is known to me personally/ identified to me by]
-----]
the later being known to me personally, in my]
presence this 22 day of February 2024]

[Signature]

(LESSEE)

BEFORE ME:
Name: KIKKA ALI MZIGE
Signature: [Signature]
Postal Address: 65040, D'SALAXIM
Designation: NOTARY PUBLIC

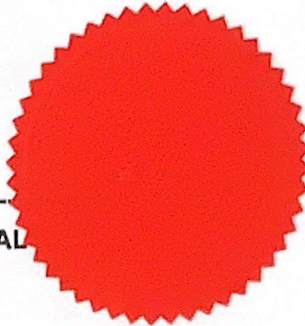


M.A.
JK

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SEALED at DAR ES SALAAM under the COMMON)
SEAL of REDROCK MINERAL RESOURCES)
(TANZANIA LIMITED) this 22 day of)
February 2024)

SEAL



In the Presence of

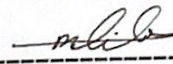
Name: Mohamed Abbas Abu ELAA

Signature: 

Address: P.O box 8859 - DSM - Block 41

Qualification: Director

Name: Mohammed Abdurahim

Signature: 

Address: P.O. Box 8859 - DSM

Qualification: Director

APPENDIX 1

PROPERTY AND MAINTENANCE SERVICES

1. To provide and maintain a 24-hour clean water supply through the municipal water supply, well and water storage tanks.
2. To provide and maintain permanent drainage for sewage and rainwater.
3. To provide and maintain permanent main electricity supply and backup generator
4. To provide and maintain permanent electricity supply for the lighting of all internal and external shared areas, passages, water pumps, swimming pool & changing area etc. and pay for all associated charges.
5. Providing and maintaining plants, shrubs, trees and floral decorations in the Common Parts and keeping the same properly attended.
6. To provide, attend and service the water pumps of the well and clean water storage tanks at regular intervals.
7. To ensure regular garbage collection and pay all associated collection charges.
8. To maintain the air conditioning units in good working order including quarterly-annual servicing and within 24 hours every time where there is a malfunction.
9. To repair or replace fixtures and fittings including all white goods provided by the LESSOR if they become faulty. The Lessee shall however be liable for costs incurred by LESSEE to repair the white goods from the first anniversary of the Effective Date or such time that their warranty expires, whichever happens later.
10. Inspecting, servicing, maintaining, repairing, amending, overhauling, replacing and insuring (save in so far as insured under other provisions of this Lease) all equipment and Plant in the Building which serve the Demised Premises including air conditioning, cooker, fridge, oven, washing machine, HUD and fresh air systems (but excluding any items or parts of any items of such equipment or Plant whose maintenance is the exclusive responsibility of the Lessee).

**RENTAL INVOICE FOR THE PERIOD
MARCH 1st, 2024 TO FEBRUARY 1st, 2025**

For Property on
**BARRON HOUSE
BLOCK 41
KINONDONI AREA
DAR ES SALAAM, TANZANIA**

From: JACQUELINE MICHAEL KAWISHE PO Box 105847 Dar es Salaam, Tanzania	Invoice #001 Invoice Date: 1st March 2024 Due Date: 1st March 2024 & 01st June 2024
MR. MOHAMMED ABDURAHIM ADDRESS: RED ROCK MINERAL TANZANIA PO Box Dar es salaam, Tanzania	

ITEM	DESCRIPTION	Amount (USD)
1	March – August	18,000
	August – February	21,000
	Withholding Tax	3,900
	DUE NOW (12 Months)	42,900
	Please make all payments to:	
	Name: JACQUELINE MICHAEL KAWISHE	
	Bank Name: CRDB BANK TANZANIA	
	Branch: AZIKIWE BRANCH	
	Account No.: 02J2028483100	
	Swift: CORUTZTZ	
	TOTAL	42,900

*M.A.
J.K.*