

**MINING LEASE CONTRACT OF PRIMARY MINING LICENCE**

**(PML)**

**BETWEEN**

**DONALD SIMANGO MEJITI**

**AND**

**KE CHONGZHEN**

**DRAWN BY.**

**SOSTENES PETER MSELINGWA-ADVOCATE**

**MSELINGWA ATTORNEYS AND LAW CONSULTANTS**

**P.O.BOX 1485, DODOMA**

**EMAIL: [smselingwa4@gmail.com](mailto:smselingwa4@gmail.com)**



This Mining Lease Agreement is made this <sup>04</sup>..... day of <sup>05</sup>..... 2024

**BETWEEN**

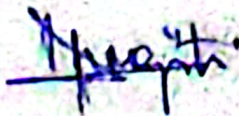
**DONALD SIMANGO MEJITI** of P. O. Box 2963, DODOMA, Tanzania who is in this Contract shall be known as LESSOR (on one part.

**AND**

**KE CHONGZHEN** of P. O. Box 2992, Dodoma, Arusha, Tanzania (hereinafter referred to as "the LESSEE") on the other part.

**WHEREFORE THE PARTIES IN THIS CONTRACT WITNESSETH AS HEREUNDER:**

1. That, after fully consultation between the LESSOR and LESSEE, there should be principle of mutual benefit and rational exploitation of mineral resources, the LESSOR now agrees to lease the Primary Mining License at Chigongwe Street, Chigongwe Ward, within Dodoma City Council, Tanzania to the LESSEE for the production and operation of quarrying stones and agrees as follows under mutual compliance.
2. LEASE FORM: LESSOR will lease five (5) Primary Mining License (PML) surrounding two (2) mountains at Chigongwe Street, Chigongwe Ward, Dodoma province, Tanzania namely: - PML006572CZ, PML00673CZ, PML006582CZ, PML006583CZ and PML006574 CZ, to LESSEE for stone mining industry "*Copies of the Primary Mining License ownership certificate and the boundary diagram issued Tanzania Mining Commission are hereby attached as part of this Contract*".
3. That, five (5) PML'S are located at Chigongwe Street, Chigongwe ward, Dodoma Province, Tanzania, however shall not be restricted from drilling by any part to this contract.
4. Mode of Rent payment and life span; the lease term shall be for ten (10) years commencing effectively from 5<sup>th</sup> May 2024 to 5<sup>th</sup> May 2034. The LESSEE shall pay the LESSOR five thousand dollars (say 5000 US dollars) per month without fail and the payment will be paid into three (3) months installments at once prior to the commencement of the Contract. However, it should be noted that the payment shall be upon mutual agreement until the end of contract.
5. That, it should be noted the payment will start after production starts because the LESSEE need to export the equipment's, installation of equipment's and starting that equipment's for the commencement of production.





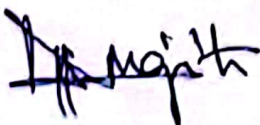


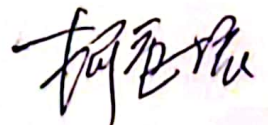
6. **Mode of operation:** the LESSEE must make sure that will pay the rent as agreed mutually to the effect that, to the effect that in case there are production or not the payment must be effected, to the contrary the outcome would have termed as breach of contract.
7. **Renewal of the contract:** upon end of the contract on 5<sup>th</sup> May 2034 each party owes the duty to inform the other party whether to renew the same or not.

#### **RESPONSIBILITIES AND OBLIGATION OF THE LESSOR**

8. **LESSOR** shall have the responsibility for assisting to handle the certificate and procedures of all mines management departments and other functional departments of the Government, and shall be responsible for continuation and annual rent of all certificate of the Mines i.e. PML.
9. **LESSOR** shall be required to solve any previous disputes if and debts and shall not affect in any manner the LESSEES'S production in any form.
10. **LESSOR** has the responsibility to actively coordinating the local relationship, in order to ensure the LESSEE's production is free from unreasonable interference and harassment by local residents (including the local Government leaders and any Government's functional department and the local leaders and the local villagers in order to ensure that the production by the LESSEE is not interfered to avoid conflicts.
11. **LESSOR** shall be responsible for coordinating water, electricity installation and other production which are necessary to support the LESSEE in order to expand exploitation and production and adding equipment. LESSOR shall fully assist LESSEE in handling safety accidents and other disputes, the expenses will be paid by the LESSEE.
12. **LESSOR** shall not interfere or obstruct LESSEE's normal production under any protest.
13. **LESSOR** shall actively help to coordinate the Tax authorities, establish a good relationship and pay taxes in accordance with the law of Tanzania.
14. **LESSOR** shall strive for maximum benefits as far as possible within the scope of the policy, strive to be the Government's investment attraction.

#### **THE RESPONSIBILITIES AND OBLIGATION OF THE LESSEE**







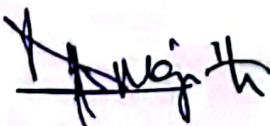
15. LESSEE shall be responsible for installation of equipment's, Technology and capital needed form mining activities and shall be provided with appropriate production management personnel on-site management of construction and production and mining schedule arrangement, and shall not be restricted by the LESSOR.
16. The safety management should be established by the LESSEE. The LESSEE shall ensure strict safety system and to ensure the mining safety.
17. LESSEE shall promptly pay LESSOR's lease fees as agreed without fail. LESSEE shall be responsible for reasonable mining, lawful operation, safe production and strict management, occurrence of safety accidents and illegal behaviors. LESSEE shall responsible for personal accident insurance of LESSEE's mine construction and management personnel.
18. LESSEE shall cooperate with LESSOR to coordinate the work of all department and villagers.

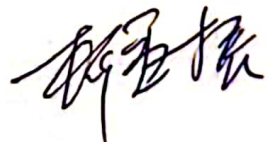
#### **LIABILITY FOR BREACH OF CONTRACT**

19. During the execution of the contract, LESSEE shall not subcontract the mining area without any written consent of the LESSOR.
20. If the LESSOR and LESSEE Breaches the Contract, the other party have the right to terminate this contract above and shall have the right to claim compensation at the rate of economic losses occurred. Neither party shall go back on its own word after signing this agreement. If either party goes back on its own word or breaches this agreement, shall pay the other party double of the loss amount from the defaulter.

#### **TERMINATION OF THE CONTRACT**

21. LESSOR shall have the right to unilaterally terminate the agreement if she finds that LESSEE violates its obligation hereunder and refuses to make corrections upon LESSOR's written notice of sixty (60) days. But again in case the business is not good then the LESSEE shall have the right to terminate the contract.
22. LESSEE shall have the right unilaterally to terminate this agreement if she finds that LESSOR fails to perform all the obligation stipulated in the agreement and refuses to make correction upon LESSEE's written request.







23. if the agreement cannot be performed normally due to policy adjustment of the Government of Tanzania or force majeure, the contract shall be terminated.

### TERMINATION OF NEGOTIATION

24. Upon termination or expiration of this agreement, LESSOR and LESSEE shall within fifteen (15) days, settle the payment and transfer procedures in the mining area. All equipment's and fixed assets shall be owned by LESSEE. LESSEE shall have the right to dispose of them by itself. However, the LESSOR shall give priority to LESSEE if LESSEE wants to continue with the lease after expiration of the due date.

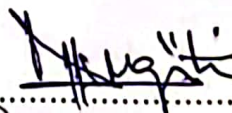
25. This agreement shall come into force after being signed by both parties and notarized by Tanzania legal department and approved by Lawyers. This agreement is made in triplicate, with each party holding one and each Lawyer holding one. In the process of implementation. If both parties have dispute has to be settled through consultation, if consultation fails, the dispute shall be settled by the local Court. This agreement shall come into force upon signature and seal of the representative of both parties. Matters not covered herein shall separately negotiated by both parties and embodied in supplementary terms. The agreement shall have the same legal effect.

26. That, in case the dispute arose between the parties hence the laws of the United Republic of Tanzania should be in operation.


27. That, both parties witness the contract on the day, month and year as hereunder.

IN WITNESS WHEREFORE, the parties hereto have executed these presents on day and date first above written.

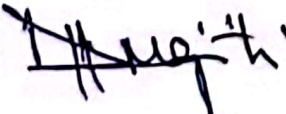
SIGNED and DELIVERED by the said  
DONALD SIMANGO MEJITI  
who is known/identified to me  
by the latter being known to me in my presence  
this ..04.... day of .....05.....,..... 2024.

  
.....  
LESSOR

BEFORE ME  
SIGNATURE  
NAME:  
POSTAL ADDRESS:  
QUALIFICATION:

  
.....  
SOSTENES PETER MSELINGWA  
P. O. BOX 1485 DODOMA  
ADVOCATE









SIGNED and DELIVERED by the said  
KE CHONGZHEN  
who is known/Identified to me  
by ..... the latter being  
known to me in my presence  
this ...04... day of...05...2024

*柯重振*

LESSEE

BEFORE ME  
SIGNATURE  
NAME:  
POSTAL ADDRESS:  
QUALIFICATION:

*Sostenes Peter Mselingwa*  
.....  
SOSTENES PETER MSELINGWA  
P. O. BOX 1485 DODOMA  
ADVOCATE



*Sostenes Peter Mselingwa*

*柯重振*