

LEASE AGREEMENT

BETWEEN

HANSON MWAMLIMA

AND

HONGYUAN RESOURCES COMPANY LIMITED

LEASE AGREEMENT

THIS the Lease Agreement is made at **SONGWE** on this 14th day
JUNE.2024

BETWEEN

HANSON MWAMLIMA of MKWAJUNI SONGWE hereinafter referred to as the ("**Lessor**") which expression so admits shall include its assigns and successors in title) of the one part,

AND

HONGYUAN RESOURCES COMPANY LIMITED of P.O. 03 SONGWE Hereinafter referred to as the "**Lessee**" which expression shall, where the context so requires, include the Lessee's successors in title and assigns) of the other part;

In this agreement both the Lessor and the Lessee shall be referred to as the "**Parties**".

RECITALS:

- A. WHEREAS,** the **Lessor** is the owner of the frame situated at MKWAJUNI, SONGWE , SONGWE REGION and has exclusive rights to ownership and control of the said premises.
- B. WHEREAS,** the Parties have agreed to rent the frame, is at the consideration of **300,000/=TSH** per month.
- C. WHEREAS,** the **Lessee** has agreed to rent the frame from the Lessor on the terms and conditions hereinafter appearing.

NOW THE PARTIES TO THIS LEASE AGREEMENT WITNESSETH THE FOLLOWING:-

1. That this lease agreement will be for a term of five (5) years commencing from the 1st JUNE 2024.
2. That, consideration (RENT) of this lease Agreement shall be **300,000/=TSH.** Per Month to be paid yearly in each twelve (12) Month installments, totaling **3,600,000/=TSH.** All payments be effected through Lessor's Bank Account.
3. This lease, subject to changes in conditions and rental amount if any, is renewable after expiry of the term herein stated provided that, the lessee gives thirty (30) days' notice in writing to the Lessor prior to expiry of the term indicating his interest of renewal of the lease. In preference to other persons. However, rental price may vary in this instance, but shall not be more than 10% of the initial rent agreed upon.
4. The **LESSEE** HEREBY COVENANTS with the LESSOR as follows:
 - a) To pay the costs of electricity and water consumed during the subsistence and occupancy of the frame .
 - b) Not to assign the whole or any part of the lease of the frame without the prior written consent of the **Lessor.** And upon request by the Lessee to assign the frame , the Lessor shall not withhold the consent unreasonably.
 - c) To Permit the **Lessor** or persons designated by her at all reasonable times to enter the leased frame, with prior notice of at least 24 hours and with the consent of the **Lessee,** for the purpose of viewing the conditions of the demised premises.
 - d) That the Lessee shall carry out all minor and necessary repairs maintenance. These repairs are result of wear and tear which will occur upon usage of the premises.
 - e) **The** Lessee shall not carry out any works of modification, alteration and or renovation to the frame prior to the consent of the Lessor.
 - f) The Lessee, being an incorporated company in Tanzania, shall pay withholding tax, and has to provide prove to Lessor for the same.

5. The LESSOR HEREBY COVENANTS with the Lessee as follows:-

- a) That the Lessee paying the rent herein prescribed and performing and observing the several covenants on its part as well as the conditions herein contained shall peacefully hold and enjoy the frame during the whole term of the lease without any interruption or harassment by the lessor or his agent or assignees.
- b) The Lessor will be responsible for all structural issues, pertaining to the premises, which may arise as a result of workmanship of the works originally done, but not caused deliberately by Lessee.

6. THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

- a) Neither Party may terminate this Agreement during the lease period except as provided for in this Agreement.
- b) The Lessor covenant not to undertake any mortgage, sale, lien, charges and/or legal encumbrances in relation to this demised premises without prior written notice.
- c) The Lessor warrants that the demised premises is free from encumbrances, litigation or any conflict, which may affect the Lessee.
- d) The parties warrants that no misrepresentation has been made.

7. APPLICABLE LAW, JURISDICTION AND ENFORCEABILITY

- 7.1. **Jurisdiction.** This Agreement shall be construed and governed in all respects by the laws of the United Republic of Tanzania.
- 7.2. **Enforceability.** This Agreement shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.
- 7.3. **Severability.** Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement.
- 7.4. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior oral and written communications, proposals, representations and agreements. It may be amended only by mutual agreement expressed in writing and signed by both Parties.

8. TERMINATION AND DISPUTE RESOLUTION

8.1. Termination.

- 8.1.1. The Lessor shall have the option to terminate this Lease in the event that: The Lessee fails to pay the Rent within 15 days of the due date. A thirty days' Notice to vacate the premises shall be issued to the Lessee in case of Default to pay rent on time, however should the Lessee remedy the default within 15 days from the date of receipt of the said notice, the said notice shall be deemed to be vacated.

- a) The Lessee shall have the power to terminate this Lease Agreement under the following circumstance:

The Lessor defaults in the observance or performance of any of the covenants and agreements required to be performed and/or observed by the Lessor hereunder and such default is not remedied after notice to the Lessor in writing of such default.

- b) Either party desirous of terminating the lease agreement, must give other party a written notice of termination at least ninety (90) days prior to the intended termination date. In the event the termination is initiated by the Lessor, the unutilized portion of rent paid in advance shall be refunded to the Lessee in full. Whereas if initiated by Lessee, no refund will be entertained.

8.2. **Force Majeure.** A Party shall notify the force majeure event within 48 hours of such event occurring and make all reasonable attempts to complete the transaction. The Parties shall also take reasonable steps to mitigate the damage caused by the force majeure event. In the event that the Parties are unable to complete the transaction, the transaction will stand terminated.

8.3. **Dispute Resolution.** Disputes arising from this Agreement shall be resolved through mediation. Such mediation shall be concluded within 30 days from the date of the notification of the dispute. In the event that the Parties fail to resolve any disputes through mediation, such dispute shall be referred to a Court with the competent jurisdiction in the United Republic of Tanzania.

8.4. **Notices.** Notices shall be served to the parties either electronically or to the part's respective physical addresses as amended from time to time.

IN WITNESS WHEREOF the parties hereto have duly executed these presents and signified their acceptance of these terms by signing their respective names on the day, month and year hereinafter appearing.

Signed and Delivered at SONGWE
By **HANSON MWAMLIMA**

Who is known to me/introduced to me by
.....

In my presence
on this 1ST day of JUNE 2024


.....
LESSOR

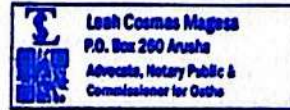
BEFORE ME

Full name..... LEAH COSMAS MAGESA

Signature:..... 

Address..... 260 ARUSHA

Qualification..... ADVOCATE



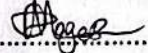
SIGNED AND DELIVERED by The common seal of
HONGYUAN RESOURCES COMPANY LIMITED who is known
To me/ introduced to me by
In my presence this 1ST day of JUNE 2024

HONGYUAN RESOURCES COMPANY LIMITED
TELL. +255 760 761874
SONGWE - TANZANIA

LESSEE

BEFORE ME

Full name: LEAH COSMAS MAGESA

Signature: 

Address: 260 ARUSHA

Qualification: ADVOCATE

