

**LEASE AGREEMENT**

**DATED THIS 22<sup>nd</sup> day of June 2024**

**BETWEEN**

**ROGATHER LADISLAUS SHAYO(LESSOR)**

**AND**

**FOREXT METAL AND GREEN ENERGY TANZANIA LIMITED(LESSEE)**

**IN RESPECT OF GODOWN ON PLOT NO. 29, WEST INDUSTRIAL AREA(WIA) IN  
DODOMA CITY**

## LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE THIS 22<sup>nd</sup> day of June, 2024 BETWEEN

ROGATHER LADISLAUS SHAYO T/A AFRICAN MOTORS LIMITED of P.O. Box 1899, Dodoma, Tanzania (hereinafter referred to as the "LESSOR" which expression includes its heir's assignees) or other part;

AND

FOREXT METAL AND GREEN ENERGY TANZANIA LIMITED, a limited company incorporated under the Tanzania Company's Act of 2002 Cap 212 with registration number 175493875 (hereinafter referred to as the "LESSEE" which expression includes his heirs or assignees) of the other part;

WHEREAS, the Lessor is the beneficial owner of all the commercial premises known as Plot No, 29, West Industrial area, in Dodoma City (hereinafter referred to as "the demised premises");

WHEREAS, the Lessee is desirous of renting part of the demised premises of the Lessor;

AND WHEREAS, for the purposes herein mentioned the Lessee is willing to lease the warehouse which is part of the demised premises free from any liabilities from the Lessor and Lessor is willing to lease the demised premises to the Lessee and have it back at the end of the term of this Lease likewise free from any liabilities of the Lessee and in each case in accordance with the terms and conditions stipulated in this Agreement;

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

### 1. THE LEASE

Subject to the terms of the Agreement the Lessor hereby leases the demised premises to the Lessee and the Lessee hereby takes the demised premises on lease from the Lessor.

### 2. THE TERM OF THE LEASE

2.1 The terms of the lease in this Agreement is five years (60 months) with effective date which is from the date of possession that is 1<sup>st</sup> July, 2024 to 30<sup>th</sup> June, 2029. However, the rent will be reviewed annually after the first three years of the contract.

2.2 Intention to renew, terminate or extend the lease shall be terminated by either party giving three (3) months' notice after 3 years from the date of possession in writing before expiry of the ongoing lease and such notice shall be binding.

2.3 That the lessee shall pay semi-annually rent in full amount

### 3. THE RENT

3.1 The net rent payable shall be Tanzania Shillings One Million Only (Tshs. 1,000,000.00) per month.

3.2 Rent shall be paid one week in advance before the starting of the new semi-annual period.

3.3 That the agreed 6 months' rent shall be paid to the Lessor by depositing the amount in the

bank account of the Lessor that is provided by the lessor only, on or before the date specified above as agreed There will be a discount of half month rent during the month of July 2024 due to repair of the warehouse.

- 3.4 That the banking slip (deposit slip) duly stamped and signed by the bank teller is to be submitted to the Lessor immediately after payment has been made.

**4. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS**

- 4.1 To use and occupy the demised premises solely and exclusively for lawful commercial purpose of installing copper melting mills.
- 4.2 To pay the reserved rent in the manner aforesaid.
- 4.3 To bear, pay and discharge all charges for water, sewage charges, cleanliness of the compound and the toilet, and electricity consumed on the demised premises and for all telephone charges, if any located on the premises during the entire period of the Lessee's occupation of the building.
- 4.4 Lessee will be responsible and liable for his own security arrangements.
- 4.5 At all times keep the exterior and interior of the demised premises and appurtenances thereof on good and substantial repair and condition throughout the said term.
- 4.6 To permit the Lessor or his agents with all necessary workmen appointed by the Lessor, at all material time of the day upon Notice to the Lessee to enter upon the demised premises, for purposes of carrying thereon and effecting any repairs to the buildings which the Lessor may consider to be desirable or necessary.
- 4.7 Not to store or bring to the demised premises any article of a combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to take fire precautions to relate to the demised premises.

**5. PAYMENTS AND TAXES**

- 5.1 The Lessee may wish to ensure his business or property housed therein at his own expenses.
- 5.2 That Lessee shall pay all taxes, service charges and such other charges connected with the use of the demised premises and/or any part relating thereto as shall be imposed by fellow tenants, the Central and Local Governments from time to time with the exception of taxes and outgoings directly connected with the Lessee.
- 5.3 The Lessor shall, in particular, be liable to pay Land Rent and Property Tax as the Government from time to time shall impose.

**6. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS: -**

- 6.1 To pay all ground rates which are charged or chargeable in respect of the business or demised premises.
- 6.2 That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations made herein on his part contained, shall **PEACEABLY HOLD AND ENJOY** the demised premises during the said term without any interruption by the

Lessor;

6.3 Upon cessation of the lease term herein granted, the Lessee shall repair, to the Lessor's satisfaction and make good all the spots, holes and breakage which occurred during the term of the lease;

6.4 That the Lessee shall settle all the bills for water, electricity and telephone prior to vacating the premises.

7. **PRESENTATIONS AND WARRANTIES.**

7.1 The Lessor hereby represents warrants and undertakes to the Lessee that the Lessor: -

7.1.1 He is the legitimate and exclusive registered owner of the land pertinent to the demised premises. And that the said land is not encumbered in any manner whatsoever.

7.1.2 He has the sole right to occupy and use the demised premises and has the right to grant to the Lessee all rights and privileges granted to the Lessee pursuant to this Agreement.

7.1.3 The Lessor has full power and authority to execute this Agreement and to perform, his obligations herein stipulated.

7.2 The Lessee hereby represents warrants and undertakes to the Lessor:

7.2.1 To pay the said reserved rent and the further and additional payment hereinafter mentioned at the times and in the manner aforesaid clear of all deductions whatsoever.

7.2.2 To keep the demised premises in decent manner, clean and tenantable repair.

7.3 As far as the Lessor is aware, there are not pending or threatened actions by any government or other authority, which would adversely affect the Lessor's right in the demised premises or, any of the rights of the Lessee in the Agreement.

8. **THE LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS: -**

8.1 That prior to the renewal or termination of the lease, the demised premises shall be subject to a joint inspection to determine the expected normal wear and tear beyond which would be on the Lessee's account.

8.2 That the legal charges for this lease shall be incurred equally by the Lessor and the Lessee.

8.3 That the Lessee shall not do anything that will, in anyway jeopardize the Lessor's right and title over the land pertinent to the demised premises.

8.4 That the Lessee shall have a guarantor who shall sign this lease as witnesses and shall be held responsible in case the Lessee fails to abide to the terms of this lease.

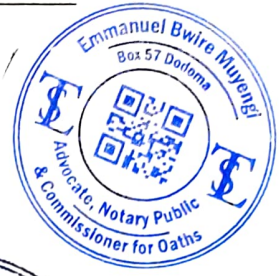
12. **GOVERNING LAW.**

The laws of the United Republic of Tanzania shall govern this Agreement.

IN WITNESS WHEREOF the parties hereto executed these presents on the day and year appearing against their respective SIGNATURES.

SIGNED AND DELIEVERD by the said  
ROGATHER LADISLAUS SHAYO known  
to me personally/identified to me by \_\_\_\_\_  
this \_\_\_\_\_ day of June, 2024.

}  
}  
}  
} \_\_\_\_\_  
LESSOR



**WITNESS:**

Name: EMMANUEL BWIRE MUREGI  
Signature: \_\_\_\_\_ Postal Address: 57 DODOMA  
ADVOCATE Qualification: \_\_\_\_\_

STAMPED by the said  
FOREXT METAL AND GREEN ENERGY  
TANZANIA LIMITED  
this \_\_\_\_\_ day of June, 2024.



Signed by the said **Prashant Kumar Singh** an Indian }  
With a passport number V2413935 and }  
personally/Introduced to me by }  
\_\_\_\_\_ and Dully authorized to sign on }  
behalf of the company this \_\_\_\_\_ day of June, 2024. }

} \_\_\_\_\_ is known to me  
} Signature on behalf  
} the LESEE

**Witness/ guarantor**

Name: Charles P. Mnyanga Signature: \_\_\_\_\_  
Postal Address: Dodoma Qualification: Accounting & Finance  
\_\_\_\_\_ 06745655 89