

## LEASE AGREEMENT FOR THE USE OF LAND

THIS LEASE AGREEMENT is made on the 04 day of 07 2023.

BETWEEN

MEDY EDWARD of P.O.Box 03 BUNDA-TANZANIA (hereinafter referred to as "the *Lessor*") which expression shall where the context so requires or admits includes her successors and or assigners of one part.

AND


ZHENG ZE TIAN CHEN MINING COMPANY LIMITED of P.O.Box 78178 DAR ES SALAAM-TANZANIA (hereinafter referred to as "*the Lessee*") which expression shall where the context so requires or admits includes its successors and or assigners of the other part.

WHEREAS the Lessor is the legal owner and occupier and the holder of the Ownership in respect of the parcel of land measuring 9.75 acres and situated at Kinyambwiga Village of Bunda District of Mara in the United Republic of Tanzania (hereinafter referred to as the ("*Demised Land*").

*AND WHEREAS* the Lessor is desirous of leasing to the Lessee the bear land which is in his ownership while measuring 9.75 acres and the Lessee is agreeable to rent from the Lessor the said land same consideration and subject to the terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS HEREUNDER;

1. THAT in consideration of the rent and covenant hereinafter contained the Lessor hereby grants and demises into the Lessee the demised bear land for the term which shall commence on the date on which this agreement shall be signed by both parties and cease upon cessation of the mining operation of the Lessee.

  
Certified as True Copy of the Original  
**Hendrick Daniel Matiku**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: [Signature]  
Date: 01/07/2023

2. THAT during existing of this lease agreement the Lessee shall pay to the lessor annual rent of Tanzanian Shillings One Million only [Tzs. 1,000,000/=Tshs] every year.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

(i) To pay the reserved rent on the date on which this lease agreement was signed.

(ii) the LESSEE shall have right to plan the use of the demised land. This shall include right to elect and construct any structure for the purpose of enabling and fastening of mining operations.

(iii) To pay Tanzanian shillings One million [Tzs. 1,000,000.00] for rental per year while the LESSEE is in production. And the LESSEE shall stop payment immediately after completion of the project.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

(i) To give possession of the said demised land to the LESSEE at the commencement of this agreement.

(ii) The LESSEE upon paying the rent herein before reserved and performing and observing the covenants and stipulations on its part herein contained shall peacefully hold and enjoy the demised land without any interruption by the LESSOR or any other person whosoever duly authorized by the LESSOR.

(iii) The LESSOR shall not be allowed to reverse or review the rent payable by the LESSEE until the end of Mining Operations of the LESSEE.

(iv) During the existence of this agreement the LESSOR shall not be allowed to bring the idea of changing or bringing in a new LESSEE

2

  
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Advocate, Notary Public & Commissioner  
for Oaths  
Sign:   
Date: 01/29/2025

and or tenant whatsoever, or taking back his land or sell the same to another; any action taken by the LESSOR which may adversely affect the LESSEE shall be taken as a breach of this agreement and the LESSEE shall have right for compensation of the amount equal to the investment capital in the demised land and for the loss of expected profit which the LESSEE would have obtained

- (v) The LESSOR is forbidden from influencing plan to the demised land and shall not enter into control of the company of the LESSEE on how to use the land demised to the LESSEE.
- (vi) The LESSOR shall forbid his family members including brothers and sisters from complaining or raising any question in courts of law concerning the demised land

4. THE LESSOR AND THE LESSEE HEREBY MUTUALLY AGREE AS FOLLOWS:

If any dispute, difference or question shall at any time hereafter arise between Lessor and Lessee on account of breach or alleged breach of covenants herein contained or otherwise relating to construction, meaning and effect to this deed the shall be resolved amicably, failure of which will be referred to the Court Law having jurisdiction to resolve the same under Tanzanian laws.

IN WITNESS WHEREOF we the parties hereto have executed these presents on the day, month and year hereinafter appearing.

SIGNED AND DELIVERED by the said )

MEDY EDWARD

who is identified to me by .....

Medy Edward (the)

latter being known to me personally )

in my presence this 01<sup>st</sup> day of July

[Signature]

THE LESSOR.

 Certified as True Copy of the Original  
**Hendrick Daniel Matiku**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: [Signature]  
Date: 01/09/2025

Mt Kenya 2023)  
Name: MEDY EDWARD

Signature: [Handwritten Signature]

Postal Address: P.O. Box 03 Manda

SIGNED AND DELIVERED by the said )  
[Handwritten Name] who is able )  
to read and write the language in )  
which the above document is written )  
and who is known to me personally )  
identified to me by Kenneth Buto )  
the latter being known to me personally )  
07 day of 07 2023)

[Handwritten Signature]  
THE REPRESENTATIVE OF  
THE LESSEE.

Name: [Handwritten Name]

Signature: [Handwritten Signature]

Address: P.O. Box 78178

License Holder:  
Name: Jothel W. DINA

Signature: [Handwritten Signature]

[Handwritten Signature]

Address: P.O. Box 598 BUNDU

Terms and Conditions of this Agreement have been prepared by mutual consensus of the parties herein

[Handwritten Signature]  
04/07/2023



Certified as True Copy of the Original  
Hendrick Daniel Matiku  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: [Handwritten Signature]  
Date: 04/07/2023