

## CONTRACT/AGREEMENT FOR LEASE PIECE OF LAND

THIS AGREEMENT is made this.....19.....day of .....July....., 2025

BETWEEN

**CHIEF WANZAGI NYERERE FAMILY** of P.O. Box 1207 BUTIAMA (hereinafter referred to as the owner of the land intended to be leased/lessor") of one part.

AND

**WQ TANZANIA COMPANY LIMITED**, of P.O. Box 5308, [Plot NO. 29, Lukuledi Street Regent Estate, Kinondoni Municipality – Tanzania], a company registered under the company Act cap 212 which is deal with processing of mineral and other related activities (hereinafter called the "lessee" of the other part,

**WHEREAS; CHIEF WANZAGI FAMILY** agreed to executed lease agreement in the consideration that the **WQ TANZANIA COMPANY LIMITED** shall use the land located at Bisarye Village, Kurutambi Hamlet in Masaba Ward within Butiama District in Mara Region in the United Republic of Tanzania for processing of minerals.

**WHEREAS; WQ TANZANIA COMPANY LIMITED** had the intention to processing minerals within her license authorized to process mineral at Bisarye Village, Kurutambi Hamlet in Masaba Ward within Butiama District in Mara Region in the United Republic of Tanzania.

Whereas the parties agree that this agreement create specific obligation to the Company on the part of his company and revocable acceptance of the said obligation contained herein above.

**Therefore in the consideration of the mutual agreement of the parties hereto as set forth hereinafter, it is mutually agreed as follows**

### TERM AND CONDITION OF THE CONTRACT

1. That, the lessor are the lawfully owner of land located at Bisarye Village, Kurutambi Hamlet in Masaba Ward within Butiama District in Mara Region in the United Republic of Tanzania in which the land was co-owned by Chief Wanzagi family.
2. That, the land intended to be leased was measured six hectares which is equivalent to 15 acre in which the lessee intended to use the said for installation of the Refining and Processing plant and other structure such office and residential.
3. That, the leased land shall be mainly used for processing of mineral except where the lessee intended to use this land of project apart from processing mining shall seek an approval to the Chief Wanzagi family in which the family had power to accept or to refuse.



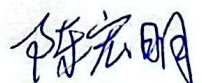
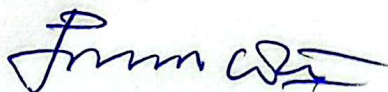
4. That, the lessor lease his land in consideration of TZS 375,000,000/= for fifteen year in which the payment of the said rent shall be paid for every elapse of five years respectively.
  - 4.1. The First installment payment the lessee shall pay 100,000,000.00= for first five years in account NO.3321002654 located at **NMB Bank** which bears the name of **CHIEF WANZAGI FAMILY** and after effect the said payment the lessor shall handover the leased land to the lessee.
  - 4.2. The second installment the lessee shall be required to be pay 125,000,000.00= for the second five years.
  - 4.3. The third installment the lessee shall be required to pay 150,000,000.00= for last five years.
5. That, during the execution of the agreement the lessee shall be required to adhere the laws of Tanzania particularly Environment Act as well taking measure to mitigating environment pollution for neighbors as well as lessor.
6. That after elapse of 15 years of the contract the structure that been used for processing and all structure constructed therein shall handle to Chief Wanzagi family unconditionally.

#### **DURATION OF CONTRACT**

7. That the contract be in existence for the period of fifteen year except after elapse of the period of five year the parties review the term and condition of the contract and after mutually understand between the parties the lessor may renew his contract for the another period of five until period of fifteen year was elapsed.

#### **TERMINATION OF CONTRACT**

8. That the contract may come to an end due to the following reason:-
  - 8.1. The parties agree themselves the contract to come an end.
  - 8.2. The party of the contract declared bankrupt.
  - 8.3. The parties of contract fail to meet it's obligation.
  - 8.4. Force majeure. That contract may terminated only if during execution of the contract emerged of disease, natural calamities ,war or any other event which is beyond control of human being shall cause those contract to terminated automatic.
  - 8.5. Cessation of the contract.



## AMENDMENT

9. This contract may be amended by both sides, upon notice in writing by the lessor and accepted by lessee.
10. Except as set in these Conditions, no variation of the Contract including the introduction of any additional, term or condition shall be effective unless it is in writing and signed by both parties.

## NOTICES

11. All communication and notices shall be in writing and shall be valid only if signed by the lessor or any duly authorized person and accepted by lessee.
12. All notices shall be addressed to Chief Wanzagi family or authorized person

## GOVERNING LAWS

13. This contract shall be governed in accordance with the Laws of the United Republic of Tanzania.

## 14. DISPUTE RESOLUTION

That in case of any dispute arose the parties shall settle their difference by way of mediation who shall be appointed by the consent of parties

## PLACE OF MEDITION

15. The place of mediation shall be in Butiama except for all matter instituted before the court of law and any commission for dispute resolution.

## LANGUAGE OF THE CONTRACT


16. That the language of the contract shall be English and/or kiswahili

**IN WITNESS** where of the parties hereto have duly executed this contract in the manner and on the day, month and year hereinafter appearing.

## SIGNED AND SEALED FOR AND ON BEHALF OF THE CHIEF WANZAGI FAMILY

FULL NAME: DR. JOACHIM WANZAGI MYERERE

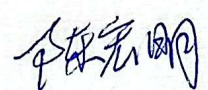
TITLE: FAMILY MEMBER

SIGNATURE: 

DATE: .....

Postal Address: P. O. Box 1207 BUTIAMA





IN THE PRESENCE OF:

FULL NAME: PETER WANZAGI NYERERE

TITLE: FAMILY MEMBER

SIGNATURE: [Signature]

DATE: .....

Postal Address: P. O. Box 1207 BUTIAMA

AND

FULL NAME: AUSTINI WANZAGI NYERERE

TITLE/DESIGNATION: FAMILY MEMBER

SIGNATURE: [Signature]

DATE: .....

Postal Address: P. O. Box 1207 BUTIAMA

SIGNED, SEALED AND DELIVERED BY.....

FULL NAME: YU CREN

TITLE/DESIGNATION: DIRECTOR

SIGNATURE: [Signature]

DATE: .....

Postal Address: P. BOX 5308 DAR ES SALAAM



IN THE PRESENCE OF:

FULL NAME: EDNON PHILIP

TITLE/DESIGNATION: ADVOCATE

SIGNATURE: [Signature]

DATE: .....

Postal Address: P. O. Box 60202 DAR ES SALAAM



[Signature]

[Signature]

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2	608955	9798184	0 P2	
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