

LEASE AGREEMENT

BETWEEN

LEONARD DOMINIC KITINYA

AND

YUNDE BUILDING MATERIAL CO LIMITED

DATED AT

DAR ES SALAAM THIS ^{01st}.....DAY OF April 2025.....

LEASE AGREEMENT FOR USE OF LAND FOR AGGREGATE EXTRACTION

THIS LEASE AGREEMENT is made on this 1st day of April, 2025

BETWEEN

LEONARD DOMINIC KITINYA, of Dar es salaam, hereinafter referred to as the “**Lessor**”, which expression shall include his heirs, legal representatives, and assigns;

AND

YUNDE BUILDING MATERIAL CO. LIMITED, a company incorporated in Tanzania with its registered office at Dar es salaam, hereinafter referred to as the “**Lessee**”, which expression shall include its successors and permitted assigns.

WHEREAS:

1. The Lessor is the lawful owner and in possession of a parcel of land situated at Kasamwe District, Geita with an area of approximately 4.14 Hectors suitable for the extraction of construction aggregates (hereinafter referred to as the “**Leased Area**”).
2. The Lessee is desirous of leasing the said land from the Lessor for the purpose of extracting aggregates and related operations.
3. The Lessor is willing to lease the land to the Lessee on the terms and conditions set out herein.

NOW, THEREFORE, the Parties agree as follows:

1. LEASE OF LAND

The Lessor hereby leases to the Lessee, and the Lessee accepts the lease of, the Leased Area solely for the purpose of extracting and transporting aggregates and conducting related operations.

2. TERM

This Agreement shall remain in force for a period of three years (3) years, commencing on the 1st day of April, 2025, and ending on the 31st day of March, 2028, unless terminated earlier in accordance with this Agreement.

3. RENT AND PAYMENT TERMS

The Lessee shall pay to the Lessor rent in the amount of 1,000,000 per month, payable on or before the 30th day of each month as per the schedule in **Schedule A**.

4. USE OF THE AREA

The Lessee shall:

- Use the land only for the purposes of aggregate extraction, concrete and associated activities.
- Maintain the site in accordance with environmental and safety standards.
- Be responsible for obtaining any regulatory permits or licenses required for its activities.

5. OBLIGATIONS OF THE LESSOR

The Lessor shall:

- Grant the Lessee peaceful possession and use of the land during the lease period;
- Not interfere with the Lessee's operations within the agreed area;
- Cooperate in any documentation or regulatory matters reasonably requested by the Lessee.

6. ENVIRONMENTAL AND LEGAL COMPLIANCE

The Lessee shall comply with all environmental, labor, health, and safety laws applicable to the operations conducted on the leased land.

7. TERMINATION

This Agreement may be terminated: a) By mutual agreement of both parties in writing;
b) By either party upon giving 60 days' written notice;
c) Immediately by the Lessor in the event of a material breach of this Agreement by the Lessee.

8. COMPENSATION FOR DAMAGE

The Lessee shall compensate the Lessor for any proven damage caused to surrounding land, infrastructure, or property due to negligent or unlawful operations.

9. ASSIGNMENT

The Lessee shall not assign or transfer its interest in this lease without the prior written consent of the Lessor.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of [Insert jurisdiction].

11. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall be resolved through negotiation, and if unresolved, through [mediation/arbitration/litigation] in accordance with the applicable laws of [Insert jurisdiction].

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all previous negotiations, representations, and agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first above written.

SIGNED by the LESSOR

Name: **Leonard Dominic Kitinya**

Signature: _____

Date: 13/04/2025

SIGNED by the LESSEE

For and on behalf of

Yunde Building Material Co. Limited

Name: ZHOU PO

Title: DIRECTOR

Signature: _____

Date: 13/04/2025

WITNESS TO THE ABOVE SIGNATURES:

Name: **ALFRED OCTAVIAN LYARUU**

Signature: _____

Address: **P. O. BOX 19927 DAR ES SALAAM**

Qualification: **ADVOCATE**

