

Rental Lease Agreement

between

ADAM SAIDEE

(Lessor)

and

ZHENGXIN MINING COMPANY LIMITED

(Lessee)

This Lease Agreement is signed on the 1st day of April 2025

In between

ADAM SAIDEE, P. O. Box 2510, Dar Es Salaam, Tanzania: (hereinafter referred to as “the Lessor” and such expression, if the context so permits, includes its successors and assigns);

And

ZHENGXIN MINING COMPANY LIMITED, TIN: 184-366-452, P. O. Box 213 , Songwe, Tanzania (hereinafter referred to as the “ Lessee ” of the other part)” ;

This Agreement certifies that:

1.1 Consensus Clauses

In consideration of the various covenants, terms and conditions hereinafter set forth, Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to rent the Leased Land upon the terms and conditions contained herein.

1.2 General Information about Leased Properties

All measurement spaces specified herein are within the land of (hereinafter referred to as “the land”) situated **Opposite CCM Office, Saza, CCM Street, Songwe, Songwe, Tanzania**

1.3 The tenant’s description of the rental property:

Office Purpose

1.4 Term of lease:

The term of this Lease is one (01) years, commencing on the date 1st April 2025, the Property is handed over to Tenant, allowing Tenant to modify the Leased Land to suit Tenant’s needs, including installing new air conditioning, fire suppression systems and products, repairing floors and tiles, subdividing and repainting the building.

1.5 With permission:

The Leased Premises shall be used exclusively for Farming & Agricultural services on the date of signing this Lease. Any other actions are prohibited unless the prior consent of the Owner is obtained.

1.6 Payment method and date of rent:

The Landlord shall lease and the Tenant shall lease the premises and the whole of the premises at **Opposite CCM Office, Saza, CCM Street, Songwe, Songwe, Tanzania** hereinafter referred to as the Leased Premises for a period of **one (01) years** at a monthly rent of **Three Hundred Thousand (TZS 300,000/=) Monthly**, subject to the terms and conditions hereinafter set forth;

The first installment of rent shall be for 03 months, TZS 900,000, The Rent Must be PAID Quaterly.

1.7 Rent should be deposited into the landlord's account:

Account name : ADAM SAIDEE

Bank name : CRDB Bank

Branch : Songwe

Account : 70910068905

1.8 Tenant use of rental property and renovation of property

1.9 Tenant shall renovate the Leased Premises in accordance with its designs and plans so as to conform to the intended use of the Premises (the Premises) under this Agreement.

1.10 Tenant's Convenor, Representations and Warranties:

1.11 The Lessee and the Landlord agree to the following obligations during the Lease Period:

1.12 Pay the scheduled rent on the agreed date and in the agreed manner;

1.13 Assume and pay for all utilities consumed during the entire rental period;

1.14 Keep the land and its appurtenances in good and substantial condition throughout the Lease Period,

1.15 Maintain by oneself, through reputable agents, contractors and/or workmen, sewers, pipes, water, conduits, wires and cables and such other things used or commonly used by all occupants of the building in satisfactory condition.

1.16 Lessee represents/warrants that:

It has the power to enter into and perform its obligations under this Agreement and has taken all necessary actions to authorize the entry into and performance of this Agreement.

1.17 The execution and performance of this Agreement and the transactions contemplated by this Agreement shall not conflict with any law or regulation governing the Lessee or any official or judicial order governing the Lessee or the Lessee's constitutional documents.

1.18 **Landlord's Convent, Representation and Warranty:**

1.19 The Landlord hereby enters into the following agreement with the Tenant:

1.20 Upon payment of the Rent by Tenant, the several covenants and provisions hereby reserved and observed and performed shall be permitted to Tenant to peacefully possess, use and enjoy the Leased Premises during the period aforesaid without any interruption by Landlord its agents and or assigns.

1.21 **The Owner represents and warrants that:**

The condition of the Leased Premises is consistent with that properly presented and seen by the Tenant;

1.22 To the best of its knowledge, the entering into of this Agreement does not violate or infringe upon any laws, regulations or court orders or decrees, nor does it infringe upon the rights and interests of any person.

1.23 Joint Contract:

The Landlord and the Tenant hereby agree and declare that:

1.24 The intention to renew, terminate or extend the Lease shall be given by either party to the other party three (3) months' written notice prior to the expiration of the Lease Term, which notice shall be binding.

1.25 The Owner shall not be liable for any injury or loss to the Tenant, the Tenant's guests, servants, visitors, the Tenant's property or property belonging to the Tenant's guests, servants, visitors which is not directly caused by the Owner's negligence.

1.26 **Default value:**

1.27 Tenant shall be in default under this Agreement if it fails to pay any portion of the Rent when due and such default continues for ten (10) days after it becomes due.

1.28 If either party defaults in due observance or performance of any covenant, condition or provision contained in this Agreement resulting in any payment or default provision, either party shall also be a defaulting party.

1.29 **Termination of Agreement**

1.30 This Agreement will continue in full force and effect until terminated or in accordance with the provisions following termination of this Agreement, or any rights that either party may have against the other party surviving upon termination .

1.31 In the event of any breach as set out in clause 8 below, either party shall be entitled to terminate this Agreement by giving three (3) months written notice. Likewise, any party wishing to terminate the Lease shall convene a meeting within 7 days to discuss the remedies available for termination of the Lease.

1.32 **Force majeure**

Neither party shall be in breach of this Agreement if any total or partial failure of its duties and obligations caused by acts of state, war, civil unrest, rebellion, embargo, terrorist activities prevents either party or hinders the ability of either party to perform its obligations under this Agreement.

1.33 **Compensation**

Each party agrees to indemnify the other party, its affiliates, officers, agents, employees and assigns from and against any claims, losses, damages, indemnities, liabilities, penalties, punitive damages, costs, reasonable legal fees and expenses of any kind or amount. This Section shall survive the natural termination of this Agreement or its earlier termination by either party.

1.34 Dispute Resolution, Law and Jurisdiction:

1.35 The validity, interpretation and performance of this Agreement shall be governed by the laws of the United Republic of Tanzania.

1.36 All disputes, claims or proceedings between the parties concerning the validity, interpretation or performance of this Agreement shall be subject to the jurisdiction of the competent court or tribunal in Tanzania.

1.37 Applicable law

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania, without regard to applicable conflict of law principles.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year and in the manner herein-after appearing.

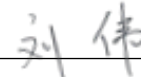
SIGNED and DELIVERED by ADAM SAIDEE]



This day of 01st April 2025]

LANDLORD

SIGNED and DELIVERED by Liu Wei



on behalf of ZHENGXIN MINING COMPANY LIMITED]

TENANT

This day of 01st April 2025]

ZHENGXIN MINING Co. LTD.
P.O. Box 213
SONGWE.

Witness: 1

Name : FANG TONGAN

Signature : 

Postal Address : P. O. Box 213, Songwe, Tanzania

Witness: 2

Name : DONG JIAJIA

Signature : 

Postal Address : P. O. Box 213, Songwe, Tanzania