

LEASE AGREEMENT

BETWEEN

PETER G. ELIAS
331
GEITA
0629832597
(LANDLORD/LANDOWNER)

AND
BEST PURE GOLD LIMITED
P.O.BOX 0747971234
DAR ES SALAAM
(TENANT/LESSEE)



LEASE AGREEMENT

THIS AGREEMENT is made on the 2 day of November 2024

BETWEEN

PETER G ELIAS of P.O. BOX 331 GEITA (hereinafter referred to as the "Landlord" on one part)

AND

BEST PURE GOLD LIMITED a Registered Company with no. 174319774 established under the Companies Act Cap.212 R.E. 2002 carrying out mining activities whose registered office is at Head Office: Dar es Salaam Samora Avenue Azikiwe, Road, Plot No. 761, Block no. 32, and House no. 405 Dar es Salaam (hereinafter referred as the "Tenant" on the other part

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. PREMISE

Landlord hereby rents to the Tenant, a Land in its present condition located in a SAMINA area in Geita Region (herein after referred to as the "the Land") for CIP purposes.

2. DEMISE PROPERTY AND TERM

The Landlord here by demises unto the Lessee and the Lessee agrees to take on lease of land for a term of **twenty years (20)** commencing on **01st November, 2024** and **expiring on 31st October, 2044** Subject to the provision of the Land Act, Cap 112 (No. 4 of 1999); regulations made there under and the following conditions.

3. RENT

Tenants agrees to pay, without demand, to landlord as rent for the Land for the amount agreed which is **Tshs (200,000) Two hundred thousand as rent per year**. The tenant has paid all of the Four Hundred Million as rent for all the 20 years in contract. The Landlord acknowledges to receive such amount from the tenant.

4. QUIET ENJOYMENT

Landlord agrees that, the Tenant timely after the Lease Agreement and performs the other obligations in this lease, Landlord will not interfere with Tenants peaceful use and enjoyment of the Land upon all the leasing period of time.

5 (a) PURPOSE

That, the Tenant is the Investor holding a Company knows as Best Pure Gold Limited and the main purpose for the Land leased is for building a factory of CIP which deals with elution and any other related activities of mining.

5(b) INVESTMENT

The Lessee will Invest at hundred percent (100%) in everything in the Factory, that includes the supply of electricity, the building of the factory, the building of CIP, and everything that involves the building of a factory and all the operational and management costs. The Lessee will also be responsible for payment of all government fees inclusively.

6. RIGHT OF THE LESSEE OR TENANT

The Lessee is entitled in its sole absolute discretion to appropriate use the Land accurately within this whole time of Lease Agreement and without being interfered with the Landlord in any kind of way after signing this Lease Agreement thereto.

6.(a) Right to Work Selflessly

The Lessee has all the right to work by himself with the team that He will choose or find to work with and this will be done without any interference, or pressure from the Landlord and whatsoever. He has all the right to work and generate profit from the Land that he has Leased for the agreed period of time.

6.(b) Right to own Invested Properties

That, the Lessee is entitled to own all the properties invested and inserted from the establishment of the factory that is CIP to the production and proving of service upon the land leased. This shall be governed by the Laws of Contract and any other Law related to.

7. RIGHT OF THE LANDLORD

The Landlord shall be entitled and remain as the owner of the Land without any prejudice. The Landlord will be entitled with information to a specific act that which may involves him directly concerning the use of Land upon this Lease Agreement and not otherwise.

8. THE DO AND DON'T'S OF THE LANDLORD

The Landlord will not be part of the construction of the factory or the CIP unless the Investor decides so by written mutual agreement between the two parties thereto.

The Landlord will not be allowed to ~~double~~ Lease the Land that He has already Leased to the Tenant/Lessee in whatever situation.

The Landlord is not permitted to change or to alter any terms of this Lease Agreement, the terms which will affect the Tenant/Lessee after the investment progress of during the whole time of this Lease Agreement.

9. CONSENT AND REGISTRATION

If at time during the term of this lease, the lessee shall seek and obtain the necessary legal consents, notification and registration of this lease agreement under the Land Act, Cap 113, the Land Registration Act, Cap, 334 and other relevant laws.

10. SECURITY

That, A Tenant/Lessee acknowledges that the landlord will provide a security Bond or Indemnity Bond to Lessee as a means of protection because the Lessee has entered in to long term period contract of twenty years with the Landlord. This will act and be a security and protection for the whole period of time for this Lease Agreement.

11. SEVERABILITY

If any part or parts of this lease shall be held unenforceable for any reason, the remainder of this Lease Agreement shall continue in full force and effect.

12. INSURANCE

Tenant /Lessee acknowledges that landlord will not provide insurance coverage for Tenant's property, nor shall landlord be responsible for any loss of Tenant's property, whether by theft, fire, act of God, or otherwise.

13. INDEMNIFICATION

The Landlord shall be responsible for and to keep the Lessee fully indemnified against all the damages, losses costs, expenses, action proceedings claims and

liabilities made against or suffered or incurred by the Lessee arising to the breach of this Lease agreement or non-observance of Lease Covenants.

14. ENTIRE AGREEMENT

This Lease Agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease is hereby superseded. This lease may be modified only by a writing signed by both Landlord and Tenant.

15. NOTICES AND EXTENSION OF THE LEASE

Two years before expiration of the twenty years term of the lease, the Landlord shall extend the time, and the Lessee will accept the extension of the Lease on such terms as may mutually agreed upon the parties.

16. APPLICABLE LAW

The Lease shall be governed by and constructed in accordance with laws of the United Republic of Tanzania.

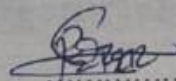
IN WITNESS HEREOF THE PARTIES HEREIN HAVE PUT THEIR HANDS OF THE MANNER AND DAYS HEREINAFTER APPEARING:

SIGNED and DELIVERED in GEITA

By the said PETER G. ELIAS

Personally, in my presence

This ... 2 ... day of ... 11 ... 2024



Landlord/Landowner

BEFORE ME

Signature.....

Name..... RUKIA A. MARANDU

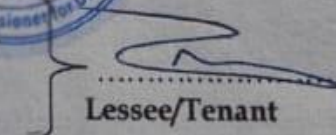
Address..... 10724 Mwanza

Date..... 21/11/2024

Qualification: COMMISSIONER FOR OATHS AND NOTARY PUBLIC

SEALED with the Common Seal of the said
BEST PURE GOLD LIMITED

in our presence this 2. day of ... 11 ... 2024



Lessee/Tenant

Signature.....

Name..... RUKIA A. MARANDU

Address..... 10724 Mwanza

Date..... 21/11/2024

Qualification: ADVOCATE

Signature.....

Name..... RUKIA A. MARANDU

Address..... 10724 Mwanza

Date..... 21/11/2024

Qualification: ADVOCATE



