

③ 租赁合同协议 — 新矿字第2号

AGREEMENT OF LEASE

租赁协议

Entered into by and between

协议双方为 Davca Trust 和 Lidino

DAVCA TRUST I-TRUST 7719/06 – the lessor
who is the registered owner of the farm MINERAAL,
portion 2 of portion 669 of the farm Lomoteng (hereafter “the farm”)

and

Lidino Trading 514 (PTY) LTD (2010/009305/07) – the lessee
who is the holder of prospecting and/or mining rights with regards to
Manganese and Iron located on the farm

THUS the two parties agree that the lessor lets to the lessee, who leases the designated area subject to the terms and conditions set out as follows:

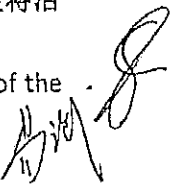


双方一致同意如下条款:

1. Replacement of agreements 协议替代

- 1.1 This agreement replaces all verbal offers and agreements that have hitherto been entered into by the said parties.
该协议将替代双方之前所有的口头或书面协议。
- 1.2 This agreement replaces the contract that existed between the Lessor and the previous owners of Timasani Lidino Trading 514 CC.
该协议替代出租方与之前 Lidino 的所有者之间已签订的合同。

2. The Lease

- 2.1 The designated mining area comprises of the mountainous strip along the full length of the Eastern boundary fence. The Southern border will be extended to run 500 metres along the Southern boundary fence. Along the Northern boundary fence it will run from the eastern corner to the point indicated by the Lessor. The Western fence will follow the existing fencing erected by Andre Posthumus, and will continue as indicated by the Lessor to meet the northern line.
采矿区域由沿着东面地界围栏全部长度的山地地带组成。南面的边界沿着南面边界围栏延伸 500 米。沿着北部边界围栏，将从东角延伸到出租人指定的点。西面围栏将沿着现有的由安德烈安装的围栏，根据出租人的指示延伸到北边线。
- 2.2 The personal occupation area and gardens will be located in the South-Eastern corner of the extended area.
员工住宿区和花园处于延伸区域的东南角。
- 2.3 The designated areas are set out more comprehensively on the attached sketch, indicated by the greyed blocks.
所涉及的区域在附件的图纸中有详细说明。

Annex A. 


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2.4 Should the lessee require any additional areas, a further agreement can be made between the parties.

若承租方还需额外的土地，双方可另签协议。

2.5 The twenty years lease period runs from 01 November 2010, for a period of twenty (20) years ending on 31 October 2030.

该协议至 2010 年 11 月 1 日始，2030 年 10 月 31 日止，为期 20 年。

2.6 Should the lessee wish to continue mining activities after 30 October 2030, a new agreement will be negotiated on the same basis as this one.

如承租方在 2030 年 10 月 31 日后仍意愿继续进行采矿活动，将在本协议的相同基础上另行协商一份新的协议。

3. Proposed activities 将要进行的活动

3.1 The parties agree that all and any activities performed in the mining area will be covered by a valid and legal licence or permit issued by the DME.

双方同意矿区所有活动都应有由 DME 颁发的合法有效的采矿证所约束。

3.1.1 The Lessee will exercise prospecting and mining activities for Manganese and Iron in line with the licence obtained from the DME for as long as it is (in his exclusive discretion) economically viable for the Lessee.

承租方将按 DME 颁发的采矿证的要求在规定区域从事探矿、采矿活动直到其认为无开采价值为止。

3.1.2 Holes will be drilled for prospecting purposes and/or for water for dust control and drinking. It is also agreed that the Lessor shall be entitled to utilise such water sources for farming activities, on condition that pipe lines will not interfere with prospecting or mining activities in the mining area.

为了勘探或取水用作除尘、生活用水等会需要在矿区打井，只要铺设的水管不会对探矿、采矿活动产生影响，出租方有权使用这些水井以用作农业灌溉。

3.1.3 Machinery and equipment required for the prospecting and mining of said minerals will be brought onto the mining area.

用于探勘和开采上述矿种的机械和设备将运至采矿区域。

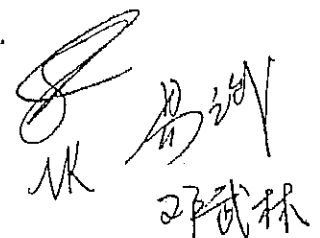
3.1.4 The prospecting and mining areas will be developed, maintained and rehabilitated in line with the licence obtained from the DME and the approved Environmental Management Plan of the company. Waste should furthermore be poured into depleted diggings wherever possible, rather than creating more waste dumps.

探勘和开采的区域，将符合和按照矿产能源部所颁发的许可证和公司已获审批的环境管理计划进行开发，维持和复垦。废矿将倾注在已停止开采的矿坑内，而不是产生更多的废弃矿洞。

3.1.5 The Lessee shall maintain and repair or replace, where necessary, the jackal-proof fence on the Eastern border.

承租人应对在农场东部边境的防野狗栏杆，有必要的地方进行维护，修复或更换。

3.1.6 The existing 7-line fence on the Western border of the area shall be maintained, repaired or replaced where necessary. This 7-line fence shall also be extended as and when mining activities progress, to separate the mining area from the farming area.

Handwritten initials of the parties, including a signature and the name '邱武林' (Qiu Wulin).

在农场西部边境的现有的 7 线栏杆，如有必要的，应要进行维护，修复或更换。在采矿作业进行时，7 线栏杆还同时应有所延伸，以将采矿区域和农牧区域分开。

3.1.7 The Lessee shall ensure that there are 4m wide fire strips on at least one side of each and every fence in the mining area. Such fire strips shall be maintained and kept clear of growth at all times. While the surface of said fire strips need not be of "road" quality, the Lessor will be allowed to move or drive along such strips should he need to.

承租人将确保在采矿区域内的每两道栏杆之间有至少 4 米宽的防火地带。该地带将要时刻进行维护和防止植被的生长。防火地带的表面不需要达到所谓路的标准，但要使出租人在有需要的时候可在该路面上移动和驾驶。

3.1.8 Staff and employees of the Lessee shall have unhindered access to the area covered by the lease. For this purpose the Lessee shall provide a guard to control access at the gate of entry on a 24-hour basis.

承租人的人员和雇员将可不受阻碍地进入租约所涵盖的范围，基于此，承租人将要提供安保，24 小时监控大门的准入。

3.1.9 Staff and employees of the Lessee shall not have access to any farming area outside of the designated mining area. They will not be allowed to set traps or hunt any animal for whatever reason on the farming area.

承租人的人员和雇员将不得进入任何指定的采矿区域以外的农场区域。他们不得以任何理由在农场区域设置陷阱和捕猎任何动物。

3.2 The parties agree that the Lessee will erect living quarters and establish vegetable gardens for personal use on land referred to as "personal occupation area" within this agreement.

双方同意，根据本协议内的“员工居住场所”所界定的，承租人将起建宿舍区和植物菜园以供员工之用。

3.2.1 The personal occupation area will be developed and maintained in an ecologically viable manner, paying special attention to ways and means to conserve water and improve the soil.

员工居住场所将以生态学上可行的方式起建和维护，投入特别的精力，以特定的方式方法保持水源和改善土壤。

3.2.2 The personal occupation area will be developed separately from the mining area. It should be possible, if necessary at any time in the future, to utilise the personal occupation area as a separate entity, completely removed from the mine.

员工居住场所将在与采矿区域分开的地方起建。应使其有可能在将来的任何时间，作为一个分离的整体可进行利用，完全和矿山分开。

4. Remuneration 租金

4.1 Remuneration for the mining area starts @ R43 000.00 (~~thirty~~ three thousand rand) plus VAT per month, and for the personal area @ R10 000.00 (~~seventeen~~ ten thousand rand) plus VAT per month.

Forty
邓武林

Ten
邓武林

Initials of all parties

邓武林

采矿区域的租金由每月 43 000 兰特另加上税起始，员工区域的租金由每月 10 000 兰特起始

4.2 Remuneration will be divided into four periods of five years each:
租金将被分为 4 个 5 年时间

4.2.1 from 1 November 2010 to 31 October 2015, escalating at 10% per annum on payment due for October of each year;

自 2010 年 11 月 1 日至 2015 年 10 月 31 日，每年的十月按 10% 的比率增长。

4.2.2 from 1 November 2015 to 31 October 2020, escalating at 08% per annum on 01 payment due for October of each year;

自 2015 年 11 月 1 日至 2020 年 10 月 31 日，每年的十月按 8% 的比率增长。

4.2.3 from 1 November 2020 to 31 October 2025, escalating at 06% per annum on 01 October of each year;

自 2020 年 11 月 1 日至 2025 年 10 月 31 日，每年的十月按 6% 的比率增长。

4.2.4 from 1 November 2025 to 31 October 2030, escalating at 05% per annum on payment due for October of each year.

自 2025 年 11 月 1 日至 2030 年 10 月 31 日，每年的十月按 5% 的比率增长。

4.2 Remuneration is due in advance, before or on the last day of the preceding month.

(Lease for October should be paid before or on 30 September.)

租金应在上个月的最后一天或之前提前支付。（十月份的租金应当在 9 月 30 日或之前支付）

4.3 Remuneration is due to Lessor as long as any personnel or equipment of the Lessee remains in or on any of the areas.

只要承租人的人员或者设备还在上述区域那么必须要缴付租金。

4.4 Remuneration should be deposited into the following bank account:

租金应当支付到下列银行账户。

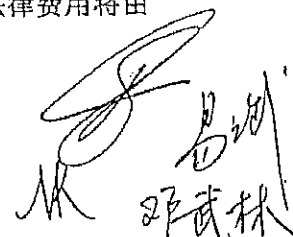
Name: DAVCA Trust
Bank: First National Bank
Branch code: 240338
Account number: 62110833606
Reference: "Ladino Trading (PTY) LTD"

5. Special remedies for non-compliance to the contract

Should the Lessee neglect to comply to any of the agreed conditions, and neglect to rectify matters within 20 (twenty) days after receipt of communication from the Lessor with regards to the matter, the Lessor has the right to take whatever steps deemed necessary to get the Lessee to comply. Legal cost in respect of such action shall be for the account of the Lessee.

特别违约补救

如果承租人未能遵守合同条款，并且在收到出租人关于本事项的通知后的 20 天内未能纠错，那么出租人有权采取任何必要措施以使承租人履约。由相关措施所引起的法律费用将由承租人承担。



6. Domiciliary and notices 地址和通知

6.1 The parties choose as their domicilia citandi et executandi the following addresses, with the understanding that such domiciliary can be changed by either party by means of written or electronic communication to the other party:

双方选择下列地址作为法定通信地址，并且能以书面或者电子通信形式进行变更。

6.1.1 The Lessor: Mail P O Box 915, POSTMASBURG 8420
Physical Farm Mineraal, LOHATLA
E-mail victoriak@telkomsa.net

出租人:

6.1.2 The Lessee: Mail P O Box POSBUS 1490, KATHU 8446
Physical Lomoteng Mine, LOHATLA
E-mail gxnfnc@126.com

承租人:

6.2 Any notice or communication forwarded by one party to the other by means of registered mail, will be deemed to have been received 10 (ten) business days after the date upon which it was mailed. Electronic messages will be deemed to have been received when a delivery/read report is issued by the network.

如果是以挂号信形式传递的通知或信息，则在邮寄日后 10 个工作日后被视为收到；电子信息在网络发出了发送/阅读报告后被视为收到。

7. Full Agreement

完整的协议

7.1 This lease agreement document is the full agreement entered into by the two parties.

本协议就是双方签署的完整协议文件

7.2 Neither one of the parties will rely upon any proposals, guarantees, opinions or revelations by the other party that is not included as agreement or guarantee in this lease agreement document.

任何一方不能信赖另一方不能被包括在本协议内的协议或保证的建议、保证、意见或披露。

7.3 No change to or cancellation of this lease agreement document will have any effect or validity unless it is done as an addendum in writing and duly signed by both parties and their witnesses.

除非双方书面签字同意并作为附件，否则对本合同的修改，取消不能产生效力。

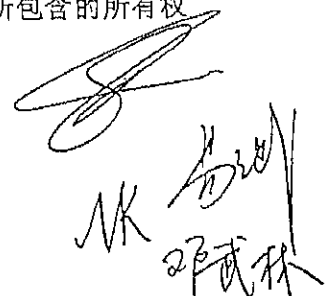
8. Selling of properties 物业的销售

8.1 In the event that the Lessor decides to sell the farm, the Lessee shall be offered the first option to purchase.

如果出租人决定出售本农场，那么承租人有优先购买权。

8.2 The validity of this contract will in no way be affected by transfer of ownership should the Lessor sell the farm to a third party. The contract will remain effective after transfer of ownership to the buyer, except that the buyer will take the stead as Lessor with full privileges and responsibilities as contained in this contract.

合同的有效性决不会因为出租人将农场卖给第三方而失效，本合同在所有权转让给第三方后仍保持有效，只是买方将取代出租人享有在本合同内所包含的所有权利和义务。



Handwritten signatures and initials of the parties, including a large signature at the top and initials 'NK' and '2007' below it.

8.3 In the event that the Lessee decides to sell the mining company, the "personal occupation area" shall not form part of the sale and shall become the property of the Lessor without any claim by the new Lessee.

如果承租方决定销售此采矿公司，“私人占有区域”不应构成销售的部分并且应该成为出租方的产业，新承租人不得对此提出任何诉求。

8.4 The validity of balance of this contract will in no way be affected by transfer of ownership should the Lessee sell the mine. The contract will remain effective after transfer of ownership to the buyer, except that the buyer will take the stead as Lessee with full privileges and responsibilities as contained in this contract, except for the personal occupation area, as mentioned in 8.3.

本合同的其它部分的有效性不会因为承租人将矿山转让而失去有效性，本合同在所有权转让给买方后仍然有效，只是买方将取代承租人享受本协议内所包含的权利和义务，除了在 8.3 条款内所述的员工居住区域外。

9. Wrapping up of mining activities 采矿活动

9.1 Should the Lessee cease mining activities before the end of this agreement, i.e. before 31 October 2030, it should be noted that the Lessee shall be liable to pay the relevant monthly lease -

9.1.1 Until the land has been completely rehabilitated; and

9.1.2 Until all machinery and equipment has been removed from the land; and

9.1.3 Until all mined ore, as well as waste and crusher stone, has been relocated or removed.

如果在本协议到期之前（即：2030 年 10 月 31 日）停止采矿活动，那么承租人将有义务支付相关的租金：

1. 直到土地已经得到完全恢复；并且

2. 直到所有的机器设备已经从场地移走；

3. 直到所有采出的矿石和废料、破碎石已经移走。

9.2 In the event of 9.1, the Lessee shall be responsible to ensure that no building or storage facility is damaged, demolished or vandalised. All such structures shall remain on the mining area and will become the property of the Lessor.

在 9.1 条的情形下，承租方有义务保证不能损坏、毁坏任何建筑或仓储设施。所有的以上设施应保留在采矿区域并成为出租方的资产。

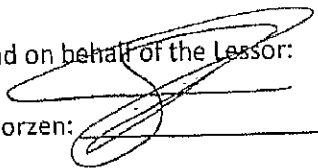
SIGNED AT THE DWELLING OF MINERAAL ON THIS 13 th day of OCTOBER, 2010

签署地：THE DWELLING OF MINERAAL

签署日期：2010 年 10 月 13 日

For and on behalf of the Lessor:

D J Koorzen:



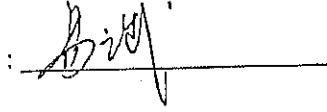
Witness 1.



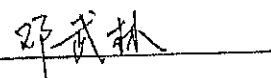
Witness 2.

For and on behalf of the Lessee:

Bin Yi

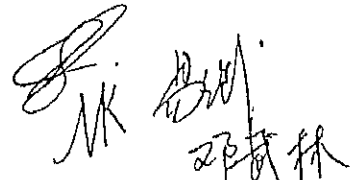


Witness 1.



Witness 2.

Initials of all parties:

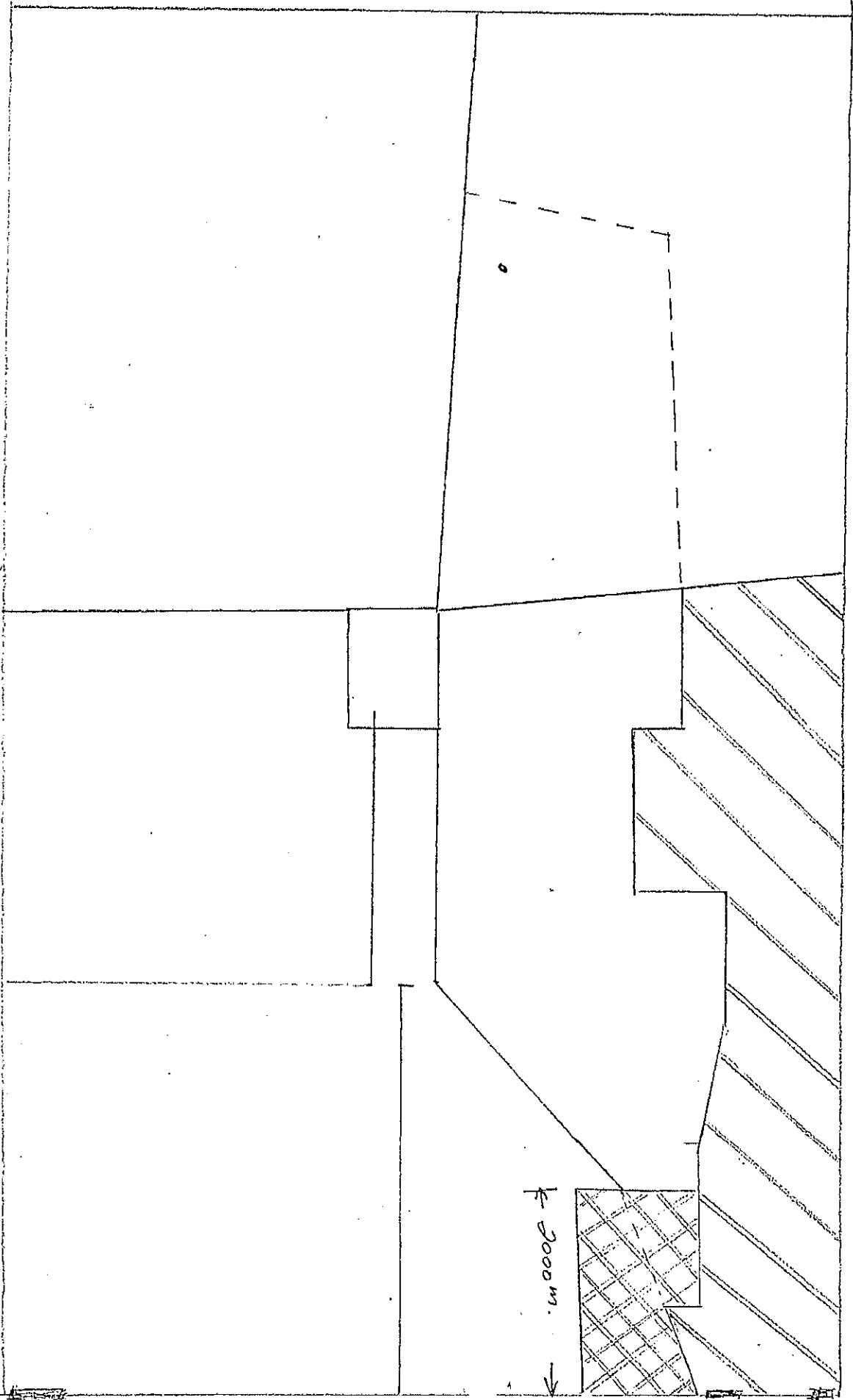


N

Wineyard

ANNEX A

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