

7ROYALTY AGREEMENT

ARTICLE 1 - PARTIES

This Agreement is entered on this 1st day of September 2020 between the following parties;
BIGONE INVESTMENT CO. LTD., addressed at P.O.Box 26 Maswa, Simiyu, a legal person and holder of the Primary Mining Licences which form the subject matter of this Agreement and referred to as OWNER for purposes of this Agreement on one hand and;

On the other hand, 5S COMPANY LIMITED addressed at Samora Avenue Street, NHC House, Plot 13, Block 79, 9th Floor, Nr. 915 Kisutu 11104 Dar Es Salaam, a legal person who for purposes of this Agreement is known as OPERATOR which will produce block stone and/or aggregate by searching on these licenses.

Notifications made to these addresses are valid unless the address change is reported.

This royalty agreement has been concluded between the OWNER and the OPERATOR under the following conditions.

ARTICLE 2 - SUBJECT OF THE AGREEMENT

This contract is between OWNER and OPERATOR about producing block stone and/or aggregate against royalty payment to the OWNER. The primary license will remain at the OWNER who is BIGONE INVESTMENT CO. LTD.

5S COMPANY LIMITED who wishes to work on this licensed area, for producing block stone and/or aggregate against royalty to the OWNER for the area licensed as PML0424DOM, PML0425DOM, PML0426DOM and PML0427DOM located in Chigongwe Area, Dodoma Urban District, Dodoma Region.

5S COMPANY LIMITED will search, operate, and evaluate the mine on behalf of the site OWNER provided that the provisions of the contract are respected.

This royalty agreement covers the whole license area. If royalty coordinates overflow the operating permit coordinates, new royalty coordinates will be reported by the parties without waiting for the notification of the General Directorate of Mining Affairs but subject to necessary consultations with all relevant authorities.



OPERATOR

5S COMPANY LTD



OWNER

BIGONE INV. CO. LTD

7ROYALTY AGREEMENT**ARTICLE 3 - STARTING WORK**

The OPERATOR must start production within 1 (one) year from the date this contract is approved by the Tanzania Mining Commission and/or any other government authorities in charge. If it does not start, the OWNER may terminate the royalty agreement.

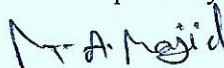
ARTICLE 4 - OPERATION AND EVALUATION OF THE MINE

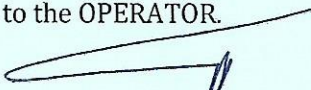
Exploration, operation, and production activities to be carried out in the field subject to the contract are operated and evaluated under the Mining Laws, Regulations, and the requirements of technology. The OPERATOR will continue its work by the instructions of the appointed mining supervisor.

ARTICLE 5 - WORKS TO BE PERFORMED BY THE LICENSE OWNER

The obligations of the Mining Law in the future legislative amendments will be fulfilled by the OPERATOR and will be delivered to the LICENSE OWNER. When LICENSE OWNER needs written approval or authorization, LICENSE OWNER will provide all necessary information, documents, and support to the OPERATOR at the first request and assist the operation of the mining site.

- A) The works to be performed by the OWNER at the expense of the OPERATOR;
- a) Obtaining usufructuary rights by taking necessary actions on state-owned lands
 - b) Obtaining the right of forest usufruct
 - c) It is one of all the conditions stipulated by the Mining Law and all related legislation and prepared by the OPERATOR and given to the license holder that exploration activity reports, preliminary operation and operation projects, state rights, mining fund subsidiary and the balance sheet will be given to the relevant authorities.
- B) Works to be performed by the OPERATOR at the expense of the OPERATOR
- a) To perform all kinds of infrastructure services for the continuance of field-related block stone and/or aggregate production activities.
 - b) Lease of land for block stone and/or aggregate production activity
 - c) During the activities such as search, pickling, and harvesting in the field, all responsibilities of all liabilities required by the NSSF and Labor Law will belong to the OPERATOR.


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ARTICLE 6 - WORKS TO BE DONE BY THE OPERATOR COMPANY

- a) Obtaining the right of easement by performing the necessary transactions on the lands of the state, purchasing and renting the lands from private persons, paying the rent and the reputations subject to consultations and consent with the owner,
- b) To carry out all kinds of transactions and pay the costs required by the other legislation for the continuation of the block stone and/or aggregate production activity related to the field.

ARTICLE 7 - WORKING OF THE LICENSE OWNER IN THE MINE SITE

The OWNER will not work at the mining site in question.

ARTICLE 8 - RESPONSIBILITIES OF THE OPERATOR COMPANY

The OPERATOR is fully responsible for all kinds of penalties, damages, expenses, compensations, and income deprivations that the OWNER will suffer due to the activities of the OPERATOR not in compliance with the Mining Law and this Agreement.

ARTICLE 9 - STATE RIGHT TAXES AND SIMILAR LIABILITIES

As a result of the activities to be carried out in the field subject to this contract, the OPERATOR shall pay legal expenses such as Annual fees, State right, Mining fund participation fee, Municipality share, tax image and license, and to make legal transactions such as annual balance sheet and making it on behalf of the OWNER and delivering it to the OWNER to be given to the relevant departments and paying the fees.

ARTICLE 10- ROYALTY DURATION AND AMOUNT

This agreement shall be valid and in force throughout the period during which the operating license continues, including the licensing periods which are still in force. If the OPERATOR takes 1 (one) year break from production, the contract may be terminated by the license holder.

OPERATOR *M. A. Majid*
5S COMPANY LTD

[Signature]
OWNER
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The property of the goods produced in the mining area belongs to OPERATOR and the OPERATOR shall be required to give 6% of the block stone and/or aggregate it will produce from the mining site to the OWNER as a royalty fee.

The State Right (Government Royalty Fee) as 3% will be paid from this 6% to the government by the OPERATOR and remaining 3% will be paid to the OWNER as a royalty fee.

The partnership share of 30% will be paid to the OWNER as a "profit share" from the net profit per annum of the quarry mining facility.

In the event of an agreement on the fair value of the block stone and/or aggregate, the royalty fee shall be paid in cash to the OWNER. Royalty deliveries will be made monthly at the quarry site. Deliveries will be made against the signature with the shipment slip, so that proof will be possible.

ARTICLE 11- FORCE MAJEURE

General mobilization, war, earthquake, flood, rain, snow, fog, and similar natural disasters that will prevent uninterrupted work are government measures that require unlawful strikes.

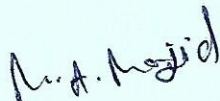
In the case of force majeure, any fundamental change of circumstances resulting in the change of key terms of this agreement shall be mutually discussed and revised according to the decision agreed by the parties.


ARTICLE 12 - DEATH OF THE OPERATOR OR OWNER OF THE LICENSE

In case of death of the OPERATOR and/or the OWNER, the heirs of both parties are bound in the same way as the terms of the contract. They must comply completely.

ARTICLE 13 - LAW OF THE LICENSE

The OWNER cannot transfer the license to the third party or the part concerned without the consent of the OPERATOR.


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This contract shall not be terminated unilaterally. If requested and/or required, this contract may be unilaterally registered/annotated to the relevant authority including and not limited to Contract Mining Registry and the Ministry of Lands by the OPERATOR.

OWNER declares, accepts and confirms that if the contract is unilaterally terminated by the OWNER for a reason not originating from the OPERATOR, the OWNER will pay to the OPERATOR a penalty amounting to 4.000.000 USD (four million USD) as the compensation of the investment cost and profit loss. The owner has waived in advance the claim of the extortionate amount about this penal clause.

ARTICLE 14 - OPERATOR'S RESPONSIBILITIES

As the OPERATOR starts working within the allocated area, he will, in collaboration and assistance from the OWNER ensure that he obtains the necessary permissions at the Tax Office, NSSF, Regional Labor Directorate, and open a private office on his behalf. The liabilities arising from the NSSF, Tax offices, labor law, and other relevant legislation related to the workers in the field of activity are entirely up to the OPERATOR. The OPERATOR is obliged to fulfill all legal obligations on behalf of the license holder, for the appointment and payment of the appointed mining supervisor and receipt and arrangement of dispatch receipts, forestry, treasury, and environmental health.

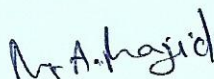
The OPERATOR is responsible for all kinds of penalties, interests, expenses, compensation, and loss of income arising from the failure or incomplete execution of these works and transactions.


ARTICLE 15 - DISPUTES AND AUTHORITY

Any dispute arising out of this Agreement shall be resolved according to and subject to the Laws and courts of Tanzania.

Parties shall resort to amicable dispute settlement mechanisms and exhaust all local remedies available in Tanzania before resorting to complicated court and judicial procedures.

Parties to this Agreement undertake to use Arbitration proceedings in case of such disputes subject to the provisions of the Tanzania Arbitration Law and requirements.


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ARTICLE 16 - CONTRACT AND REGISTRATION OF THE AGREEMENT

This agreement consists of 16 articles and 7 pages on 14 / 08 / 2020, 2 (two original copies) have been prepared and signed in 5 (five) copies to be given to the Tanzania Mining Commission and other relevant authorities as Official depositories.

We, the undersigned, fully understand and agree to all the above,

Signed, stamped and delivered for and on behalf of Bigone Investment Co. Ltd

this 1st day of September 2020:

Stanley H. Dongo

[Signature]

Managing Director, Bigone Investment Co. Ltd.

Witnessed by:

*DUNFORD MPELUMBE
P.O. BOX 941
DODOMA*



Advocate and Legal Advisor

Signed, and delivered for and on behalf of 5S Company Ltd this 1st day of September 2020:

Mohamed Abdul Majid

M. A. Majid

Managing Director, 5S Company Ltd.

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OWNER
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Witnessed by:

Abel N. [Signature]
Box 1916 [Signature]
[Signature]



Advocate and Legal Advisor

12/15/2020

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