

SALE AGREEMENT OF MINING LICENCE NO. ML 551/2015

This Sale Agreement is made this 27th Day of OCTOBER, 2022

BETWEEN

SAMBARU MINING GROUP LIMITED is a Limited Liability Company, Certificate of Incorporated (No. 57520), incorporated in the Republic of Tanzania and all correspondences made in reference to this Agreement to be conducted via of **POST OFFICE BOX 485 MPANDA-KATAVI** in the said Republic (hereinafter referred to as "The **VENDOR**" which expression shall where the context so admits include its successors, agents and assignees) of the One part.

AND,

JIUXING TANZANIA MINING CO. LIMITED is a Limited Liability Company, incorporated in the Republic of Tanzania and all correspondences made in reference to this Agreement to be conducted via **POST OFFICE BOX 999 MPANDA-KATAVI**, in the said Republic, (hereinafter referred to as the "**PURCHASER**" which expression where the context so requires or admits include its successors, agents and assignees) of the other party.

WHEREAS:- The vendor is the owner of Mining Licence No. **ML 551/2015**, located at Ibindi area, Mpanda District and Katavi Region. (Hereinafter referred to as "**the Mining Licence**").

AND WHEREAS:- The vendor is desirous of disposing-off the said Mining Licence to the purchaser by way of sale and the Purchaser is desirous of acquiring the same by way of purchase at agreed price of a tune of **Tshs: 90,000,000/= (Tanzania Shillings Ninety Millions)** only.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. That, the vendor hereby sells and the purchaser buys the Mining Licence from the Vendor at the Purchase price of **Tshs: 90,000,000/= (Tanzania Shillings Ninety Millions)** only subject to the terms and conditions hereinafter stipulated, but, otherwise free from all or and any encumbrances whatsoever.
2. That, The vendor sells its Mining Licence No. **ML 551/2015**, located at Ibindi area, Mpanda District and Katavi Region, which was granted to the

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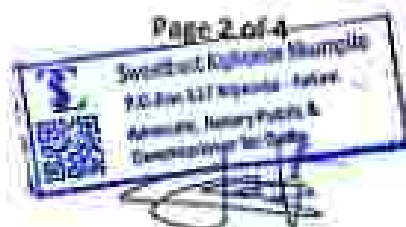


Wanglei
Zhang Hai Long

vendor by Government of United Republic of Tanzania under Ministry of Energy and Minerals to search for, mine, dig, crush, process, transport, use or market galena.

3. That, the Purchaser has on the date of Execution of this Agreement by the parties hereto paid to the Vendor the said purchase price of **Tshs: 90,000,000/= (Tanzania Shillings Ninety Millions)** only, in full and the Vendor hereby acknowledge of the said payment by signing this Agreement.
4. That, upon signing this Agreement by the parties hereto, the Vendor shall handover to the purchaser all the documents regarding ownership of the said Mining Licence.
 - Mining Licence No. **ML 551/2015**
 - Environmental Impact Assessment Certificate
5. That, the Mining Licence area sold has **0.6 square kilometres** in total, all indigenous or locals have been compensated, hence the area is free from encumbrances, third parties or other person(s).
6. That, currently the premises of the mining licence have local people who mines gold under the consents of the vendor, the vendor gave them a grace period of three months to vacate the premises.
7. That, there is one house constructed therein the mining licence premises and one store, all these structures are inclusive in sale agreement.
8. That, the purchase soon thereafter the signing of this agreement assumes all powers to the mining licence, and shall have legal rights to enter the mining licence premises and starts to clear the area for mineral activities, because the area is vast.
9. That, the photocopies of the Mining Licence No. ML 551/2015 and Environmental Impact Assessment Certificate are part and parcel to this agreement.
10. That, the purchaser shall have rights to apply before the Ministry of Energy and Minerals for Transfer of names appearing before the Mining Licence to its Names, the transfer costs shall be upon the purchaser and not upon the vendor.

KSM



Wang Lei
Zhuhailew

11. That, this Agreement is subject to the obtaining of all necessary consents failure whereof the parties shall revert to their original position as per this Agreement.

12. APPLICABLE LAW AND LANGUAGE

That, this contract, its implementation and operation shall be construed and governed in all Respects and for all purposes by and in accordance with the laws of the United Republic of Tanzania and The courts of Tanzania shall decide upon any disputes appearing under this contract. The applicable Language in all correspondences and communications shall be English and/or Swahili.

13. INVALIDITY OF ONE OR MORE PROVISIONS

That, In the event at any time any other or more of the provisions of this Contract become or is otherwise found invalid, illegal or unenforceable in any respect of any jurisdiction and under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall in no way be affected or impaired, save where otherwise provided in this Contract or where the invalidity affects the essential obligations of the parties to this contract.

14. TERMINATION

That, this Agreement shall be terminated in the event that all the necessary consents are withheld.

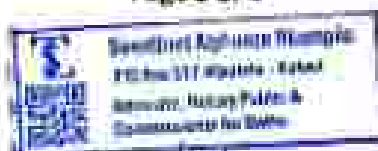
15. ASSIGNABILITY AND APPROVALS

That this Agreement shall be binding upon all of the parties hereto and the parties may not Assign or transfer any of their rights or obligations hereunder without prior written consent of the other party.

16. MISCELLENEOUS PROVISIONS

That, each of the parties hereto undertakes to carry out the terms and provisions of this Contract in accordance with the principles of mutual goodwill and good faith, The insertion of headings and the provision of an index are for the convenience of reference only and shall not affect the construction or interpretation hereof. The terms, undertaking and condition of this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns. In event of lacunae the parties will reach a mutual Contract in writing Save where the context otherwise requires, the singular includes plural and vice versa.

KSM



Wang Lei

ZHU HAILI

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES AND THE MANNER HEREINAFTER APPEARING.

SEALED with the COMMON SEAL of SAMBARU
MINING GROUP LIMITED in our presence
at MPANDA this 27th Day of OCTOBER, 2022.

.....
SEAL OF THE VENDOR

Designation: Director

Signature: 

Name: KHALFAN S. MASOUD

Designation: Director/Company Secretary

Signature: 

Name: WALTER P. MURO

WITNESS:

Signature: 

Name: SWEETBERT ALPHONCE NKUMPILO

Designation: ADVOCATE

Postal Address: POST OFFICE BOX 517 MPANDA-KATAVI



SEALED with the COMMON SEAL of JIUXING

TANZANIA MINING CO. LIMITED in our presence

at MPANDA this 27th Day of OCTOBER, 2022.

.....
SEAL OF THE PURCHASER

Designation: Director

Signature: 

Name: wanyilei

Designation: Director/Company Secretary

Signature: 

Name: Zhuhaikun

WITNESS:

Signature: 

Name: SWEETBERT ALPHONCE NKUMPILO

Designation: ADVOCATE

Postal Address: POST OFFICE BOX 517 MPANDA-KATAVI





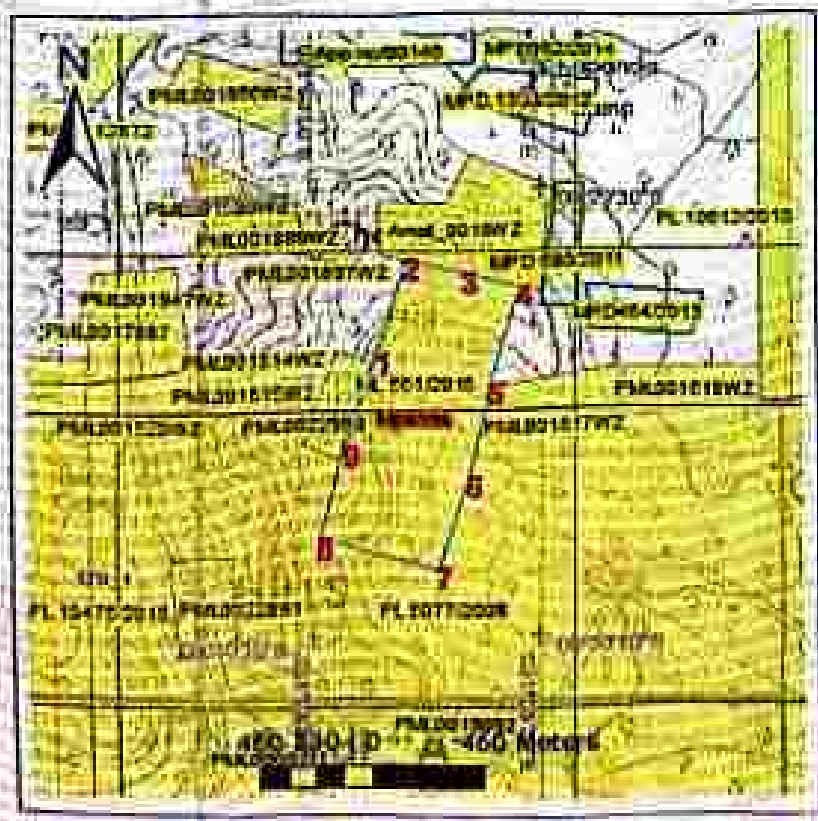
THE UNITED REPUBLIC OF TANZANIA MINISTRY OF ENERGY AND MINERALS

ANNEX A

DESCRIPTION OF THE LICENCE AREA

Subject to Section 95 of the Mining Act, 2010 the Licence is at Ibindi area in Mpanda District, QDS 153/3, 170/I defined by lines of latitude and longitude having the following corner coordinates (Arc 1960):

Order	Lat Deg	Lat Min	Lat Sec	Long Deg	Long Min	Long Sec
1	-06	29	52.20	31	05	8.24
2	-06	29	38.62	31	05	11.96
3	-06	29	41.41	31	05	19.68
4	-06	29	43.22	31	05	27.06
5	-06	29	58.44	31	05	23.31
6	-06	30	00.06	31	05	20.41
7	-06	30	21.18	31	05	16.60
8	-06	30	17.14	31	05	0.77
9	-06	30	4.86	31	05	4.10



Legend	
Licensed boundary	
Licence Code	ML 551/2015
District	Mpanda
Direction	

An area of approximately 0.60 Square Kilometres.

MKATABA WA KLUZIANA SHAMBA

Mkataba huu umefanyika leo tarehe 20th Mwezi OKTOBA, 2022.

KATI YA

ADILI CHRISTOPHER MBILINYI wa S.L.POSTA 341 MPANDA-KATAVI. Na Mwenye Namba ya Simu 0625-945595 (ambaye katika mkataba huu ataitwa "MUUZAJI") miana ambayo itawahuku pia warithi na waimamizi wake wa mirathi kwa upande mmoja.

NA

JIUXING TANZANIA MINING CO. LIMITED wa S.L. POSTA 999 MPANDA-KATAVI (ambaye katika mkataba huu ataitwa "MNUNUZI") miana ambayo itawahuku pia warithi, waimamizi, mawakala na wasajidwa wake kwa upande mwingine.

KWA KUWA MUUZAJI anahitaji kuza shamba lake lenye Ukubwa wa Hekari Arobaini (40) za Nchi Kavu kwa fedha kiasi cha Tsh: 16,000,000/= (Shilingi Milioni Kumi na Sita) tu.

NA KWA KUWA MNUNUZI anahitaji shamba hilo na yuko tayari kulitumia kutoka kwa muuzaji lenye Ukubwa wa Hekari Arobaini (40) kwa fedha kiasi cha Tsh: 16,000,000/= (Shilingi Milioni Kumi na Sita) tu.

KWA HIYO BASI MUUZAJI NA MNUNUZI WANAKUBALIANA KAMA IFUATAVYO:-


1. Kwamba, Muuzaji anamiliki kihalali shamba hilo la Nchi Kavu lenye ukubwa wa Hekari Arobaini (40) lililopo eneo la Kitongoji cha Mlimari, Kijiji cha Mtakuja, Kata ya Kapalala, Wilaya ya Nimbo na Mkoa wa Katavi.
2. Kwamba, muuzaji anatumia mnunuzi shamba hilo ambalo haijapimwa na wala halipo njiani kupimwa na serikali au kampuni tofote ile binafsi.
3. Kwamba, shamba hilo la muuzaji linapakana na majirani kama ifuatavyo:
 - Mashariki- Linapakana na Barabara ya kwenda Mazamba ya Mtakumbaka.
 - Magharibi- Linapakana na Alboni.
 - Kasikazini- Linapakana na Mwanakatwe.

- Kasini- Inapakana na barabara inayotoka barabara ya Tabara kwenda Mtakumbuka.

4. Kwamba, malipo katika mkataba huu yamelipwa kwa mkupuo mmoja yaani fedha kiasi cha Tsh: 16,000,000/= (Shilingi Milioni Kumi na Sita) tu siku na tarehe ya kusali mkataba huu.
5. Kwamba, muuzaji anamuhakikishia mnunuzi kuwa shamba hilo halijatumika kama dharama ya mkopo wowote ule kutoka katika tasiti yoyote ile ya kifedha na wala halina mgogoro wowote ule.
6. Kwamba, muuzaji wa shamba hilo atahakikisha kuwa, anamtambulisha mnunuzi wa shamba hilo kwa majirani zake na pia inapata kihini ya serikali ya kijiji.
7. Kwamba, endapo kutatokea mgogoro wowote ule baina ya pande katika mkataba huu, muuzaji wa shamba hilo atafakwa kumirejehea fedha mnunuzi ndani ya siku mbili.
8. Kwamba, mkataba huu utatafirikiwa kwa mujibu wa Sheria zinazotumika katika Jamhuri ya Muungano wa Tanzania.
9. Kwamba, mkataba huu umetayarishiwa kwa lugha ya Kihwahili, hivyo lugha ya Kihwahili ndiyo itakayotumika katika tafsiri.

KUTHIBITISHA MKATABA HUU. MUUZAJI NA MNUNUZI WAMEWEKA SAINI ZAO MBELE YA MAJINA YAO SIKU NA TAREHE KAMA INAVYOONEKANA:

KWA UPANDE WA MUUZAJI:-

Saini: 
Jina: ADILI CHRISTOPHER MBILINYI
Tarehe: 20.10.2022

MBELE YANGU:-

Saini:
Jina: SWEETBERT ALPHONCE NKUMPILO
Cheo: WAKILI
Anwani ya Posta: S.L POSTA 517 MPANDA KATAZI



KWA UPANDE WA MNUNUZI (JIUXING TANZANIA MINING CO. LIMITED):

1. Saini: WANG LEI.....

Jina: WANG LEI

Cheo: KWA NIABA YA MKURUGENZI

JIUXING TANZANIA MINING CO. LIMITED

Tarhihi: 20.10.2022



MBELE YANU:

Saini: [Signature].....

Jina: SWEETBERT ALPHONCE NKUMPILO

Cheo: WAKILI

Anwani ya Posta: S.L. POSTA 517 MPANDA-KATAVI



KWA UPANDE WA SHAHIDI WA MUUZAJI:

Saini: [Signature].....

Jina: ADAM THOMASO MUNGWIRA

Tarhihi: 20.10.2022



MBELE YANU:

Saini: [Signature].....

Jina: SWEETBERT ALPHONCE NKUMPILO

Cheo: WAKILI

Anwani ya Posta: S.L. POSTA 517 MPANDA-KATAVI



**MKATABA WA KUUZIANA ENEO LA UCHIMBAJI WA MADINI YA DHAHABU KUPITIA PML
002570/WZ**

Mkataba huu umefikiwa leo tarehe 07th Mwezi NOVEMBA, Mwaka 2022

KATI YA

KANDUNJE MWASHITETE MAGAISHA wa S.L. Posta 80 MPANDA-KATAVI, Na Mwenye Namba ya Simu 0736-571702, (ambaye katika mkataba huu atajulikana kama "MUUZAJI") maana ambaye itawahusu pia warithi na wasimamizi wake wa mirathi kwa upande mmoja.

NA

JIUXING TANZANIA MINING CO. LIMITED wa S.L. POSTA 999 MPANDA- KATAVI (ambaye katika mkataba huu atajulikana kama "MNUNUZI") maana ambaye itawahusu pia warithi, wasimamizi, mawakala na wazajiriwa wake wa mirathi kwa upande Mwingine.

KWA KUWA muuzaji ni mmliki halali wa leseni ya kuchimba madini ya dhahabu kupitia leseni (PRIMARY MINING LICENCE) namba PML002570/WZ.

NA KWA KUWA leseni hiyo ya muuzaji ipo katika maeneo ya kijiji cha Usulamiromo, Kata ya Isinjandugu, Halmashauri ya Halmbo na Wilaya ya Mporida Mkoa wa Katavi, ambae yupo tayari kumuuzia Mnunuzi Leseni tajwa hapo juu, leseni yenye ukubwa wa hekta 7.52 (saba pointi tano mbili).

NA KWA KUWA Mnunuzi yuko tayari kununua Leseni hiyo kutoka kwa muuzaji kama wavyokubaliana.

KWA HIYO MUUZAJI NA MNUNUZI WANAKUBALIANA KAMA IFUATAVYO:-

1. Kwanba, Muuzaji anamuuzia Mnunuzi Leseni hiyo kwa bei kiasi cha Tshs. 5,000,000/= (Tanzania Shilingi Milioni Tano) tu.
2. Kwanba, Mnunuzi amekubali na amenunua Leseni hiyo kwa kiasi cha fedha Tshs. 5,000,000/= (Tanzania Shilingi Milioni Tano) tu.
3. Kwanba, Mnunuzi wa Leseni hiyo amemlipa fedha muuzaji wa Leseni kwa Mkupuo mmoja yaani kiasi cha fedha Tshs: 5,000,000/= (Tanzania Shilingi Milioni Tano) tu siku na tarehe ya kusini mkataba huu.

4. Kwamba, kupitia mkataba huu Muzaji atakuwa ni mmtiki haiali wa eneo hilo hivyo muzaji anatakiwa kuondoka katika eneo hilo ndani ya miezi miwili.
5. Kwamba, kwa kusalni mkataba huu MUZAJI atakuwa wanakili kupokea fedha kutoka kwa MNUNUZI na MNUNUZI anakili kupokea Leseni hiyo pamoja na nyaraka muhimu za umiliki huo.
6. Kwamba, MUZAJI atashirikiana na MNUNUZI katika kubadilisha jina la umiliki wa leseni hiyo na gharama za kubadilisha umiliki wa leseni hiyo zitakuwa juu ya MNUNUZI.
7. Kwamba, mkataba huu umefikiwa kwa hiari, hivyo hautabadirishwa wala kurekebishwa tsipokuwa kwa makubaliano ya pamoja ya maandishi ya pande zinazohusika.
8. Kwamba, mkataba huu umefanyika kwa lugha ya Kikwahili. Hivyo basi Kikwahili ndicho kitatumika katika kutafsiri mkataba huu.
9. Kwamba, mkataba huu umeingiwa baina ya pande zote mbili kwa uaminifu wa hali ya juu, hivyo basi pande zote mbili zitatakiwa kuheshimu makubaliano haya.
10. Kwamba, endapo mgogoro wowote utatokea baina ya pande zote mbili, sheria, kanuni, miongozo pamoja na vyombo vya usuluhishi vilivyomo katika Jamhuri ya Muungano wa Tanzania vitatumika kutatua mgogoro huo.

HIVYO BASI WAUZAJI NA MNUNUZI WAMETIA SAINI ZAO KUKUBALI NA KUIDHINISHA MKATABA HUU KAMA IFUATAYO:-

KWA IPANDE WA MUZAJI:-

Saini: 

Jina: KANDUMJE MWASHITETE MAGAISHA

Tarehe: 07.11.2022



MBELE YANGU:-

Saini: 

Jina: SWEETBERT ALPHONCE NKUMPILO

Cheo: WAKILI

Anwani: S.L POSTA 517 MPANDA-KATAYI.



KWA UPANDE WA SHAHIDI WA MUUZAJI:-

Saini: *Adam Thomaso Mungwira*

Jina: ADAM THOMASO MUNGWIRA

Tarehe: 07.11.2022



MBELE YANGU:-

Saini: *Sweetbert Alphonce Nkumpilo*

Jina: SWEETBERT ALPHONCE NKUMPILO

Cheo: WAKILI

Anwani: S.L POSTA 517 MPANDA-KATAVI



KWA UPANDE WA MNUZI JIUXING TANZANIA MINING CO. LIMITED:-

Saini: *Wang Lei*

Jina: WANG LEI

Cheo: KWA NIABA YA MKURUGENZI

JIUXING TANZANIA MINING CO. LIMITED

Tarehe: 07.11.2022



MBELE YANGU:-

Saini: *Sweetbert Alphonce Nkumpilo*

Jina: SWEETBERT ALPHONCE NKUMPILO

Cheo: WAKILI

Anwani: S.L POSTA 517 MPANDA-KATAVI

