

FACILITATION AGREEMENT
(For Mining Extractions)

Between

ALLY HAMISI GOMA

And

CHANG METAL INTERNATIONAL MINING RESOURCES

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*In respect land located at Kwahemu area in Chamwino district with
Primary Mining Licence number No. 0695DOM, 0694DOM, 0701DOM,
0699DOM, 0698DOM, 0697DOM, 0696DOM, 0693DOM, and 0700DOM*

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PREPARED BY:

The Parties,
Dar es Salaam.

MINING AGREEMENT

THIS AGREEMENT is made this^{03rd}.....day of January..... 2022.

BETWEEN

ALLY HAMISI GOMA of P.O. Box 96232 Dar es Salaam (hereinafter called "OWNER").

AND

CHANG METAL INTERNATIONAL MINING RESOURCES of P.O. Box 105091 Dar es Salaam (hereinafter referred to as 'FACILITATOR').

WHEREAS the owner is the Primary Mining License holder No. **0695DOM, 0694DOM, 0701DOM, 0699DOM, 0698DOM, 0697DOM, 0696DOM, 0693DOM, and 0700DOM** to an area of land located at Kwahemu area in Chamwino district

AND WHEREAS the facilitator is the holder of dealers license No. **DL/020/DOM/2021/2022**.

AND WHEREAS Owner and Facilitator wish to enter into this Contract to evidence their agreement with respect to Facilitator performance of mining and related activities and the compensation to be paid by Owner to Facilitator in connection therewith, all upon the terms specified herein.

AND WHEREAS the facilitator being the holding of dealers license which does not permit her to conduct extraction activities.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the Parties hereto agree as follows:

1. THE AGREEMENT:

1.1. The term of this Contract shall commence on the date **03rd** of **January** 2022 and shall be terminated upon completion of the extraction process.

2. WORK TO BE PERFORMED.

2.1. For a consideration of payments to be made by both parties, Both parties agrees to furnish all required labor, material and equipment and do all things necessary or required to timely complete the Work

specified in this Contract and in accordance with the Contract Specifications.

- 2.2. That the Owner and the facilitator shall use their joint efforts in the operations of mining activities.
- 2.3. That the facilitator shall facilitate the owner in the process of extraction of minerals by providing equipment's in the area.
- 2.4. That the facilitator shall provide all the necessary mining equipments such as excavator, crusher, dump trucks and generator for electricity supply. Meanwhile the Owner shall provide the area with Primary License No. **0695DOM, 0694DOM, 0701DOM, 0699DOM, 0698DOM, 0697DOM, 0696DOM, 0693DOM, and 0700DOM**
- 2.5. That both parties shall enjoy all rights to the mining site without interference from their agents, employees, assignees, beneficiaries and the like.

3. OBLIGATIONS OF THE OWNER:

1. To give without delay, all required consents and approvals and to do all such acts as may be necessary to procure any required consent from relevant authorities to conduct mining activities.
2. To allow unhindered access to all persons appointed by the facilitator to act under this Agreement.

3 OBLIGATIONS OF THE FACILITATOR.

1. To provide mining equipment's through own and/or other sources, for the purpose of mining business.
2. To appoint all technical staff, including drivers, Geologist, Metallurgist, Mine Manager, Superintendent, Production Manager, Maintenance Manager, Process Manager Operations, etc.
3. To provide monetary contribution to finance the mining operations.
4. To supervise and be solely liable for the supervision of all mining operations approved by parties from the starting date of operations until the day both parties decide to terminate this agreement, unless otherwise amended by the parties.

4. FINANCE FOR THE PROJECT:

Finance for the project, including but not limited to operational expenses, and mining operations costs for the business shops and car wash, including all technical and manual work costs shall be provided by the facilitator in the manner described above.

5. DIVISION OF PROFIT

The profits gained or acquired shall be divided in accordance with good accounting practices and shall be shared among joint venture parties in proportion to their respective capital contribution and such division shall be done after obtaining an audited report.

6. LOSS OR DAMAGE BY ACTIONS OF OTHERS

6.1 Owner shall not be liable to the extent facilitator sustains damage or loss through any delay, default, act or omission of any of its workers.

6.2 If facilitator, to the extent of any default, negligence or willful misconduct on its part, damages any other facilitator, facilitator hereby agrees to be directly responsible to such other facilitator for any such damage and to indemnify, defend and hold Owner harmless for all such damages.

7. FORCE MAJURE/ ACT OF GOD

Neither party shall be liable to the other for inability to perform or delayed performance in terms of the agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence/ happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event")

8. TERMINATION

The Contract Mining shall terminate in any of the following events

- By mutual consent of the parties
- If agreed by the parties on completion of the operations

9. LAW APPLICABLE

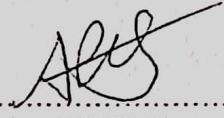
Any dispute or disagreement which cannot be resolved by the parties and controversy, claim or dispute otherwise arising out of or in the connection with this Agreement or breach thereof, or in the work, shall be settled in accordance with the Arbitration Act Cap 15 of 2020.

10. DISPUTE SETTLEMENT AND ARBITRATION

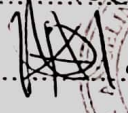
This agreement shall be construed, enforced and governed by the laws of the United Republic of Tanzania and in case there is conflict revealed between this Agreement and the law, the laws of the country shall prevail.

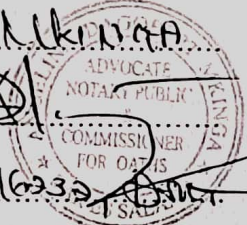
WHEREFORE the parties have executed this agreement as hereunder and on the date and year first above written.

SIGNED and DELIVERED by the said
ALLY HAMISI GOMA
who is personally known to me/ identified to
me by.....
the latter being personally known to me
in our presence this 03rd day
of January 2022.



OWNER

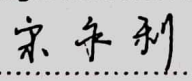



BEFORE ME:

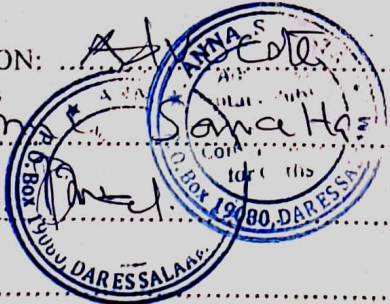
NAME: AUGUSTA MUKINDA
SIGNATURE: 
ADDRESS: P.O. Box 16332 Dar
QUALIFICATION: ADVOCATE



SEALED with the common SEAL of the said
CHANG METAL INTERNATIONAL
MINING RESOURCES at Dar Es Salaam
This 03rd day of January 2022.
In our presence

FACILITATOR


NAME: Yong li Song
SIGNATURE: 
ADDRESS: P.O. box 105091 Dar
DESIGNATION: 
NAME:  Sana H
SIGNATURE: 
ADDRESS: P.O. Box 19080, DAR ESSALAM





TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue

TAX PAYMENT SLIP

Name of Account Holder(s): N/A
 Bank Account Number: N/A
 Name of Commercial Bank: N/A
 Mobile Phone: 0658432016

Please transfer from my/our account the amount of TZS 1,190,800.00

Amount in Words: One Million One Hundred Ninety Thousand Eight Hundred Only

Value Date: 21/05/2022 00:00:00
 To: Commissioner for Domestic Revenue
 Tanzania Revenue Authority
 NMB LTD
 Account Number: 10110000659
 Details of Payment: 998416921240
 TIN: 121110822



TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

CHANG METAL INTERNATIONAL MINING RESOURCES COMPANY TANZANIA LIMITED.

 S11610127A274800Y2022D554476209
 R11111131A916000Y2022D554476227

Signature Date...../...../20.....

Signature Date...../...../20.....

Bank use only
Reference number

Note to Commercial Bank:
 Please capture the above information correctly.