

MINING CONTRACT AGREEMENT

Between

Domain Gold Plant Limited of P.O.Box 714, hereafte and Amani Gold Mine P.O.Box 714 hereafte called "holder" of Primary Mining License PML0186KHM, PML0187KHM, PML0188KHM, PML0189KHM. (The corresponding coordinates of all PMLs are attached to the contract annex)

AND

LHT MINING COMPANY LIMITED a company incorporated and existing under the laws of Tanzania with the head office located at; MWANANYAMALA, KINONDONI DISTRICT, DAR ES SALAAM P.O Box34359, hereafter called "Contractor".

WHEREAS:

A. The holder(s) herein being the registered holder of -Primary Mining License PML0186 KHM, PML0187 KHM, PML0188KHM, PML0189KHM. as granted by the Government of the United Republic of Tanzania do hereby allow the Contractor named above to conduct Mining activities on the licensed area in the terms and conditions stipulated in this contract.

NOW THEREFORE; in mutual consideration of the terms and conditions contained herein, the parties agree as follows; -

1. DEFINITIONS&INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise, the words and expressions set forth will bear the following meanings and expressions will bear corresponding meanings:

1.1.1 Agreement means this written Contract Mining Agreement and any and all schedules, annexures, and addenda hereto from time to time.

1.1.2 Approval includes permissions, approvals, permits, certificates, licenses, visas, authorisations, rights, orders, passes, consents, assents, confirmations, qualifications, specifications, registrations, waivers, exemptions, exceptions, exclusions, variances, endorsements and other such permissions, and the filing or giving of a notification, report, or assessment to a Regulatory Authority.

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- 1.1.3 Contract Term means the period for which this Agreement continues, including any period for which it is extended in terms of clause 2.3.1.
- 1.1.4 Force Majeure means acts of God, war, civil war, insurrection, earthquake, storm and flood and any event which the Party invoking vis major could not reasonably be expected to prevent or control (including any illegal strike and action/s by employees or servants of any Party to this Agreement), but will exclude any event caused by negligence of such Party or any of its employees or agents or by any failure to observe the standard of care, diligence and skill of an experienced miner;
- 1.1.5 Gold means the chemical element with symbol Au, in any form and any purity, including inter alia powder, flakes, nuggets, concentrate, doré bars and bullion.
- 1.1.6 Gold Concentrate means the mineral-rich, intermediate product obtained from the processing of the mined ore through the Processing Plant and the Gold Room.
- 1.1.7 Gold Room means the facility in which the Gold Concentrate is recovered from the ore processed through the Processing Plant/s.
- 1.1.8 Goods, in relation to the Contractor and the Services, means all plant, equipment, vehicles, machinery, spare parts, materials, fuel, supplies and anything and everything else necessary and/or required for the proper and punctual performance of the Services by the Contractor
- 1.1.9 Hard Rock Mining means the mining of Banded Iron Formation and metasediment intruded by aplite mostly hosted on talc chlorite schist within the Permitted Area, this will exclude any alluvial mining.
- 1.1.10 Main Reef means the mining of Banded Iron Formation and metasediment intruded by aplite mostly hosted on talc chlorite schist within the Permitted Area
- 1.1.11 Stripped Material means the host rock material stripped next to the Main Reef. This material will include eluvial and associated talc chlorite schist and other non-specific host rock but excludes any form of alluvial mining within the Permitted Area. This Grade of stripped material will be less than 1grams per ton otherwise it will be

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mining, environmental, compliance, rehabilitation, and related activities in Tanzania, and which have jurisdiction over the Concession and mining activities generally.

1.1.13 **Royalty Tax** means any and all production taxes levied from time to time by the Tanzania Government, currently 7% (seven percent) on gold production in terms of the Mining Tax Law.

1.1.14 **Mining Rights** means the rights and entitlements of the holder under the Concession and the Approvals related thereto, which entitle the holder to conduct Hardrock mining of the Permitted Area.

1.1.15 **Tanzania** means the United Republic of Tanzania.

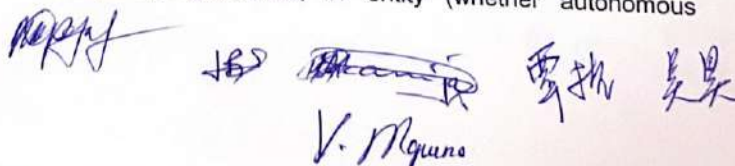
1.1.16 **Parties** means the Contractor and the holder and **Party** will mean any of them as the context may require.

1.1.17 **Permitted Area** means the Concession Area marked in red in Annex A hereto

1.1.18 **Processing Plant** means a processing plant which processes the mined ore for the purposes of extracting Gold.

1.1.19 **Personnel**, in relation to the Contractor and the Services, means the Contractor's employees, agents, consultants, advisors, representatives and sub-contractors (including sub-contractors' personnel), who are engaged or otherwise involved, directly or indirectly, in the performance of the Services.

1.1.20 **Regulatory Authority** means any government, governmental, semi-governmental administrative, fiscal, or judicial body, council, ministry, department, directorate, institute, commission, authority, tribunal, agency, organisation, or entity (whether autonomous

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or not) charged with administration of any applicable law, or administrative body or other authority having relevant jurisdiction, including any self-regulatory organization established under statute or any stock exchange.

1.1.21 Signature Date means the date of signature of this Agreement by the Party last signing.

1.1.22 Tonne means a metric ton and unit of mass equal to 1 000 kilograms, and TPH stands for *Tonnes Per Hour* as a measurement of capacity and/or performance (as the case may be); and

1.1.23 USD means the dollar currency of the United States of America.

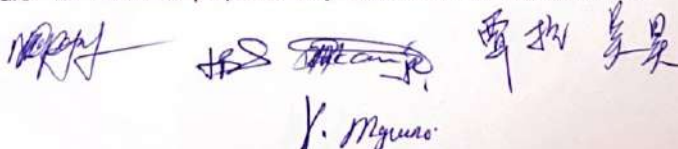
1.1.24 Gold Grade means grams of gold per ton of ore.

1.1.25 The Holder means the holder of the right to mine in the Tambalale

1.1.26 The Representative refers to the duly appointed representative of the holder in his personal capacity. The Representative is a party to the gold split and will receive a % of the gross gold production. The inclusion of the representative has no bearing on the agreement between the contractor and the holder.

1.2 Interpretation

1.2.1 The headings to the clauses and annexures of this Agreement are for reference purposes only and will in no way govern or

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affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause or annexure hereof.

1.2.2 In this Agreement, unless the context requires otherwise:

1.2.2.1 words, terms, and expressions defined in any clause or sub-clause will, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this agreement.

1.2.2.2 any reference to:

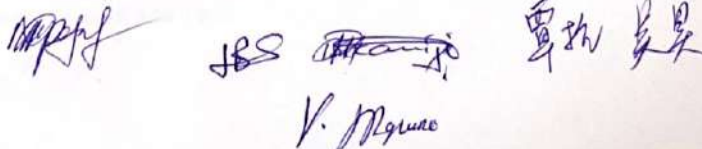
.1.2.2.2.1 the singular includes the plural and *vice versa* and natural persons includes legal and juristic persons and *vice versa*.

1.2.2.2.3 "law" includes any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order, or any other enactment of legislative measure of government (including local and provincial government) statutory or Regulatory Authority which has the force of law.

1.2.2.3 the words:

1.2.2.3.1 "entity" and "person" each includes a natural or juristic person, company, close corporation, business, enterprise, firm, undertaking, partnership, joint venture, trust, charity, syndicate, voluntary association, body corporate, statutory body and other association of persons or entities.

1.2.2.3.2 "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "includes" and "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording

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1.2.2.3.1 "entity" and "person" each includes a natural or juristic person, company, close corporation, business, enterprise, firm, undertaking, partnership, joint venture, trust, charity, syndicate, voluntary association, body corporate, statutory body and other association of persons or entities.

1.2.2.3.2 "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "includes" and "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it. The application of the eiusdem generis rule is therefore excluded.

1.2.2.3.3 "shall" and "will" and "must" used in the context of any obligation or restriction imposed on a Party have the same meaning; and

1.2.2.4 Since this Agreement is the product of negotiations between the Parties, the contra proferentem rule of construction will not apply nor will this Agreement be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

2 TERM, RELATIONSHIP & CONDITIONPRECEDENT

2.1 Condition Precedent

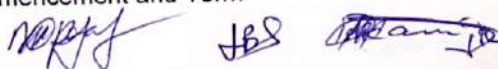
2.1.1 The holder needs to secure a mining license and an environmentallicense.

2.1.2 The Holder will need to secure any other applicable licenses including, but not limited to any license related to the handling, buying, and storing of explosives.

2.1.3 The given mining area will be explored by the contractor and a feasibility study will determent the grade cutoff and mine ability of the given area.

2.1.4 The Contractor will conclude the exploration program on his own cost.

2.2 Commencement and Term

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2.2.1 This Agreement will commence on the and will endure for a period of 15 (fifteen) years

2.2.2 Notwithstanding anything to the contrary in this Agreement, this Agreement and the Contract Term cannot and shall not extend or endure for any period beyond the term and validity of the Concession.

2.3 Relationship

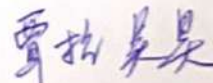
2.3.1 The Contractor will perform the Services as an independent contractor and nothing contained herein will be deemed to constitute a partnership, joint venture or the like between the Contractor, the Holder, the intermediary, or the representative nor to constitute any of the parties to this agreement as agents of the Holder for any purpose.

2.3.2 The Contractor is not an employee of the Holder, and this Agreement does not create any relationship of employment between the Parties.

2.3.3 The Contractor will not represent or hold out to any third party that the relationship between the Contractor and the Holder is that of an agency, partnership, joint venture or the like, nor will the Contractor have (nor hold itself out as having) any right or authority to represent the Holder or to act in the Holder's name, or create any contract, liability or obligation, either express or implied, on behalf of or binding upon the Holder unless the Holder will have expressly consented thereto in writing. The only rights and responsibilities between the parties to this agreement stems from this agreement itself, there will be no creation of



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assumed rights and responsibilities above and beyond the scope of the document.

- 2.3.4 The equipment investment made by the contractor will remain the property of the contractor during and after the agreement has concluded. The Holder, and representative have no rights to the machinery of the contractor.

3 SERVICES

3.1 Services

- 3.1.1 The contractor promises to complete the construction of the project department within three months from the date of signing the contract, import the machinery and equipment required for mining to the mine, and start production within 5 months

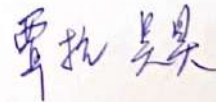
- 3.1.1.2 In the case that the mine belt is wide enough, the contractor plans to complete the construction of the first production line within 5 months, and plans to complete the monthly processing capacity of 40,000 tons, and completes the construction of the second production line within 10 months, and plans to complete the monthly processing capacity of 80,000 tons

3.1.2 The Services include:

- 3.1.2.1 supply, installation, commissioning, maintenance and operation of the necessary Processing Plants and Gold Rooms on the agreed upon processing area.



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3.1.2.2 accurate monitoring and measurement of the quantities of material / ore mined and processed by the Contractor.

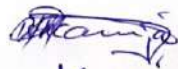
3.1.2.3 construction and maintenance of all civil infrastructure, environmental and health and safety protections and other construction necessary or required in order for the Contractor to effectively and efficiently perform the Services, including access and other roads with the necessary signage to ensure safety, workshops, administration offices, boreholes, and pollution prevention and monitoring equipment; and

3.1.2.4 prevention and control of all emissions, pollution and environmental aspects of the performance of the Services, including the installation and maintenance of appropriate dust control measures, watering roads for dust control, prevention of pollution to ground and surface water resources, as well as the continuous investigation and construction of all measures necessary to ensure safety of all mining operations

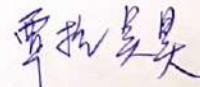
3.1.3 The Contractor will:

3.1.3.1 provide all Personnel and Goods as may be necessary and/or required for the proper and punctual performance of the Services; and

3.1.3.2 perform the Services in a timeous, professional manner and with the highest standard of care, skill and diligence that would normally be expected of a



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reputable and competent person performing services the same as or similar to the Services.

3.1.3.3 All mineable ore will be processed by the way of heap-leaching cyanidation gold recovery technique

3.1.3.4 All rights to process the ore removed from the Tambalale will be held by the contractor until the possessing is to the contractors' desired standard. The ore and tailings will be processed to capacity when the contractor releases the mined ore or tailings by way of a written notice. All minable ore within the Tambalale will be at the disposal of the contractor for mining and processing.

3.2 Personnel and Goods

3.2.1 All of the Contractor's Personnel: (i) must be and must remain appropriately qualified, competent, experienced, skilled and licenced to perform the work and/or services in respect of which they are engaged; (ii) will at all times be under the direct and exclusive control, direction and responsibility of the Contractor; and (iii) will be employed by the Contractor, and no contractual privity nor any employment relationship, whether express or implied, will exist or arise between the holder and any of the Contractor's Personnel.

3.2.2 The Contractor will provide its Personnel with appropriate accommodation, kitchen and messing facilities, drinking water, food and beverages, transportation, work clothing and equipment (including the appropriate tools and protective / safety equipment) as may be required to perform their work properly and safely.



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3.2.3 The Contractor will procure and ensure that: (i) all its Goods are suitable in terms of design, capacity, performance, quantity and technical and functional specification; (ii) all its Goods are properly licenced (as may be required in terms of applicable law), inspected, serviced and maintained; (iii) it has adequate and suitably qualified and experienced technical and mechanical Personnel at the Permitted Area; and (iv) it maintains adequate supplies of tools, spare parts, fuels, oils, lubricants and all such other items, - as may be necessary or required to avoid or mitigate any stoppage, delay or disruption in the Services, and in order to ensure that the Contractor is able to properly and timeously perform the Services.

3.3 Compliance

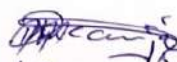
3.3.1 The Contractor will:

3.3.1.1 perform the Services and its obligations under this Agreement subject to and in accordance with the prescripts and requirements of Mining Rights, the Mining Laws, and the requirements of all Regulatory Authorities; and

3.3.1.2 comply with any and all operational, security, health, safety, environmental and community related requirements, requisites, regulations, systems, standards, policies, plans, rules, procedures, codes of conduct and protocols applicable to the Mining Rights, the Services and/or to persons working at the Permitted Area.



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3.3.2 The Contractor will, at their own cost, appoint an armed security team on the mining site and around the gold room.

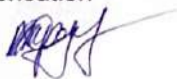
3.3.3 The Contractor will secure all areas where any form of concentrate will be stored or produced. There will be joint keys for the storage facility in the possession of the holder and the contractor. The holder and the contractor will lock these areas and be in possession of the keys. The concentrate may only move to the gold room under the supervision of the holder or a duly appointed representative of the holder and the contractor or duly appointed representative of the contractor.

3.3.4 The contractor will set up a secure gold room with a 2 key system where the holder or a duly appointed representative will be in possession of one of the keys to open the gold room the other key will be held by the contractor or a duly appointed representative.

3.3.5 The contractor will equip the gold room with a secure safe to store and keep all forms of gold, the contractor and holder will be in possession of the dual safe keys.

3.3.6 The holder shall use its best endeavors to assist the holder in negotiations with, or in resolving any disputes with the local community and its chiefs/ elders. Including compensation for land acquisition, etc., the cost shall be borne by the contractor

3.3.7 The mine owner shall be responsible for cleaning up the illegal miners in the mining area within 30 days after signing the contract, and bear all relevant expenses such as miners' compensation



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3.3.8 The holder is responsible for applying for the environmental permit, and the contractor is responsible for the expenses incurred, but the contractor is only responsible for the amount not exceeding 30 million shillings, and the excess is borne by the holder

3.4 Rehabilitation

The Contractor will be responsible and liable for rehabilitating the Permitted Area, to the extent mined by the Contractor, as may be required in terms of the Concession and the Mining Rights, the Environment Laws and/or the requirements of the Tanzania Regulatory Authorities from time to time.

3.5 Books, Records, Reports and Meetings

The Contractor or duly appointed representative will:

- 3.5.1 maintain accurate and complete books, records, and accounts in respect of the Services in accordance with applicable laws and accounting principles generally accepted in Tanzania and internationally.
- 3.5.2 provide the holder of the right to mine with daily gold production reports and final production report on a monthly basis, and such other reports in respect of the Services as may be reasonably required by the holder.
- 3.5.3 attend meetings with the holder when requested by the holder from time to time, and/or at such intervals as may be reasonably required by the holder; and
- 3.5.4 do all things necessary including compiling all information requested by the Holder.

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3.6 Access and Verification

The Holder and its authorised representatives are entitled at any and all times to: (i) enter the Permitted Area for the purpose of inspecting same and the operations and activities taking place thereon; (ii) access all Processing Plants, Gold Rooms and other premises and facilities occupied, used and/or operated by the Contractor in respect of the Services, notwithstanding that such plants, rooms, premises and facilities may not be situated on/at the Permitted Area; (iii) inspect and verify the books, records, reports and other documents contemplated in clause 3.5, and the Contractor will give the holder proper opportunity so to inspect, copy and verify together with proper facilities for such inspection, copying and verification, - for the purposes of verifying compliance by the Contractor with its obligations under this Agreement.

4. MINING RIGHTS

The Holder will maintain the right to mine and the Mining Rights in good standing.

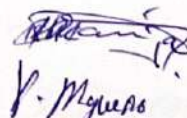
5. Payment and Contract

5.1 The contractor promises to pay the holder a commitment fee of 100,000 US dollars. This amount is non-refundable, unless the project cannot be carried out due to the holder's reasons, such as the inability to remove local miners. The payment method is as follows.

First payment 50,000 USD will be pay within a week from the date of signing the contract.



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Second payment is 50.000USD, will be made when the contractor's equipment arrive at the mining area

5.1.2 The money will be converted into Tanzanian shillings according to the exchange rate of the National Bank of Tanzania and paid to the holder's company account. The transfer certificate and receipt are attached to the contract attachment

DOMAIN GOLD PLANT LTD

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5.1.3. Unless otherwise agreed by the Parties, the Contractor will pay the holder in gold in the form of a Dore bar .The split will happen on a gold split basis. This means that gold production will be split between the Holder and the Contractor. The split percentage for each party will be as follows:

- The Holder will receive 13% of the gross total gold production.
- The contractor will receive 87% of the gross total gold production.

5.2 Costs and Taxes

5.2.1 For the purposes of this Agreement Tax / Taxes means all forms of taxation and statutory, governmental, state, federal provincial, local, foreign, government or municipal charges, duties, imposts, contributions, levies, withholdings or other taxes, including: (i) value added tax, goods and services tax or similar tax including, sales, use or specific consumption taxes, imposed, claimed, levied or assessed by, or payable to, any Regulatory Authority; (ii) excise duty, stamp, customs, import / export

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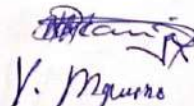
duty, mining production tax, surface tax, resource rent tax, payroll, personal income, property, real property, municipal property tax, interest equalisation, business, occupation, and industry, turnover, income, profits, gains, gross receipts, corporation income, inheritance and donations taxes, immovable asset transfer tax, specific gaming tax, national reconstruction tax, motor vehicle tax, fuel tax, municipal taxes of any nature, capital gains taxes, notarial fees, stamp, transaction or registration duty or similar charge imposed by any Regulatory Authority, or other taxes, fees, withholdings, imposts, levies, duties, assessments or other charges of any nature; and (iii) penalties, fines, surcharges, interest, charges, costs or similar additions relating to any of the foregoing, which may be imposed, levied or assessed by any Regulatory Authority or otherwise payable.

5.2.2 The Mining Loyalty Tax is payable on the date of declaration. Each party will be responsible, pro rata, for the payment of loyalty tax on the relevant production.

5.2.3 Unless otherwise stated, each Party is responsible and liable for:

5.2.3.1 its own costs and expenses pertaining to and arising from the performance of its obligations in terms of this Agreement; and

5.2.3.2 the proper and timeous registration, administration, and payment of all Taxes which it is or may become liable to pay to any revenue or other Regulatory Authority



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anywhere in the world in terms of or arising from this Agreement and the performance by the Party of its obligations under this Agreement, and the Parties indemnify each other accordingly.

6. INDEMNITY

6.1 The Contractor hereby indemnifies and holds harmless the Holder against all or any loss, destruction, injury, death, cost, damage or damages (including that of pure economic loss) of whatsoever nature that may be howsoever incurred or sustained by the Holder, the Contractor and the Contractor's Personnel, and also against all actions, legal proceedings and claims of whatsoever nature that may be instituted or made against the Holder, by reason of or arising out of or in any way whatsoever caused by or connected with this Agreement, or any action performed by the Contractor in relation to the Services, as well as in respect of all costs on an attorney and own client scale, which may be incurred by the Holder in examining or resisting any such demands, actions, legal proceedings and claims. Without derogating from the generality of the foregoing, the Contractor acknowledges that the Holder will not be responsible for any such loss, destruction, injury, death, cost, damage, or damages (including that of pure economic loss), of whatsoever nature suffered by any of the persons aforementioned.

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7. PUBLICITY & CONFIDENTIALITY


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7.1 Except as required by law or any Regulatory Authority or as otherwise permitted by this Agreement, the Contractor may not make any public announcements or disclosures or place any advertisements in relation to this Agreement or the Project, without the prior written consent of the Holder.

7.2 The Contractor must not and must ensure that each of its Personnel does not, without the express prior written consent of the holder, use (other than as is necessary for the good performance of this Agreement) or divulge to third parties, any confidential or proprietary information relating to the Holder, this Agreement, and the Services.

7.3 Except as required by law or any Regulatory Authority or as otherwise permitted by this Agreement, the Intermediary may not make any public announcements or disclosures or place any advertisements in relation to this Agreement or the Project, without the prior written consent of the Holder, Contractor, and Representative.

7.4 Except as required by law or any Regulatory Authority or as otherwise permitted by this Agreement, the Representative may not make any public announcements or disclosures or place any advertisements in relation to this Agreement or the Project, without the prior written consent of the Holder, Contractor, and Intermediary.



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7.5 No party to this agreement may make any public representations of gold production to any party not included in the agreement.

8. FORCE MAJEURE.

8.1A force majeure event means any circumstance not within the reasonable control of the party affected thereby including, without limitation. It includes;

8.1.1 acts of God, flood, drought, earthquake or other natural disaster,

8.1.2 epidemic or pandemic,

8.1.3 terrorist attack, civil war, civil commotion or riots, threats of war, imposition of sanctions or breaking off of diplomatic relations,

8.1.4 nuclear, chemical or biological contamination or sonic boom,

8.1.5 any law or action taken by the government or public authority, excluding the failure of a party to extend or fail to renew a necessary lease, license or consent,

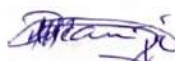
8.1.6 collapse of the buildings, fire explosion or accident,

8.1.7 any labour or trade dispute, strikes, industrial actions or lockouts. For the avoidance of doubts neither party shall be liable when a force majeure occurs. And that a party affected by force majeure event shall immediately notify the other party.

9. TERMINATION & BREACH

9.1 Breach

9.1.1 Should a Party (the Defaulting Party) breach any of the provisions of this Agreement and fail to remedy such breach within 7 (seven) days after receiving notice from any other



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Party (the Aggrieved Party) to remedy same, then the Aggrieved Party will be entitled: to claim specific performance by the Defaulting Party.

9.1.2 Where the Defaulting Party is the Contractor, the Holder will be entitled, to take such action as the Holder deems necessary to cure the Contractor' s breach or any part/s thereof, including: (i) paying money payable by the Contractor; and/or (ii) engaging a third party to remedy the breach and/or carry out or complete the Contractor' s failed performance of this Agreement, in either such case the cost of which being recoverable from the Contractor as a debt due to the Holder by the Contractor.

9.13 This agreement sets out the entire agreement between the parties, it may be amended or modified only by mutual written consent of the parties, neither party shall cede, assign, transfer or otherwise dispose any rights and/ or obligations in respect of this agreement without prior written consent of the other party. That if the holder breaches the contract without justifiable reason, he shall pay the contractor 1,000,000 USD



9.2 Consequences and Effects of Termination

9.2.1 On termination of this Agreement by any Party and for whatsoever reason, the Contractor will, as and when requested by the Holder will:

9.2.1.1 vacate the Mining Area, and give unrestricted and unconditional possession, occupation, and control of the Permitted mining Area to the holder.

9.2.1.2 disassemble, decommission, and remove any and all Goods, plant, equipment, machinery, vehicles, structures,

[Handwritten signatures and initials]
V. Mquino

installations and other infrastructure brought onto or erected by it on or at or about the Permitted mining Area.

9.2.1.3 ensure that all its Personnel vacate the Permitted mining Area, including any accommodation, offices, and other facilities thereon.

9.2.2 The termination of this Agreement by any Party and for whatsoever reason will not:

9.2.2.1 limit or prejudice the rights, remedies, powers, authorities and discretions and accrued liabilities and obligations of the Parties at the date of termination (all of which will continue in full force and effect as if there had been no such termination); and

9.2.2.2 affect such of the provisions of this Agreement which expressly provide that they are intended to survive and operate after any such termination, or which are required to give effect to such termination, or which of necessity or by their nature are intended to survive and/or must continue to have effect after such termination, notwithstanding that the provisions themselves do not expressly provide for this.

10. DISPUTE RESOLUTION

10.1 Any dispute arising from this agreement shall before arbitration proceedings or other remedy be discussed between a representative nominated by each of the Contractor and the Holder. Each nominated person must demonstrate in writing his appointment to discuss the matter with a mandate to reach settlement and agreement.



V. Miguero



10.2 Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in Shinyanga conducted in the English language by a single arbitrator.

10.3 The arbitrator will be appointed by agreement of the legal representatives of the parties.

10.4 The claimant shall serve its written claim within 14 (fourteen) days of the arbitrator's appointment. The defence shall be served within 28 (twenty-eight) days after that and the reply 14 (fourteen) days thereafter. Each shall attach any documents relied upon.

10.5 The parties will be entitled to be represented by qualified legal practitioners.

10.6 Neither party shall be required to give general discovery of documents, but may be required only to produce specific, identified documents, which are directly relevant to the dispute.

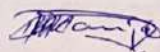
10.7 The arbitration proceedings and the decision of the arbitrator shall be confidential.

10.8 The costs of such arbitration shall be paid as determined by the arbitrator.

10.9 The award made by the arbitrator shall be final and binding upon the parties, except in the case of manifest error.

10.10 Notwithstanding anything to the contrary contained in this clause 10, a Party will be entitled to obtain interim relief on an urgent basis from any competent court having jurisdiction.

10.11 This clause 10 is severable from the rest of this Agreement and will survive and remain in full force and effect notwithstanding any lapsing, cancellation, or termination of this Agreement (or any part thereof) for whatsoever reason.



V. Myungso

11. MISCELLANEOUS

11.1 Authority

Every natural person signing this Agreement on behalf of any juristic person (and this Agreement is accordingly based thereon) that: (i) the execution of this Agreement by juristic person is within the scope of its powers, objects and authority and does not contravene (as the case may be) any law; and (ii) all necessary steps have been taken by the juristic person to give the signatory the power to execute this Agreement on behalf of the juristic person.

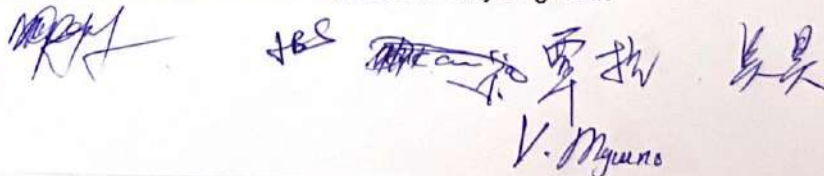
11.2 Whole Agreement

11.2.1 This Agreement: (i) supersedes and replaces all prior commitments, undertakings or representations, whether oral or written between the Parties in respect of the subject matter hereof; and (ii) constitutes the sole record of the agreement between the Parties as to the subject matter hereof.

11.2.2 No Party will be bound by any express or implied term, representation, warranties, promise or the like not recorded herein.

11.3 Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by any one Party to any other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any one Party will under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in


V. Myuno

terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof or prejudice such Party's rights against the other in terms of or arising from this Agreement.

11.4 Variation

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

11.5 Severability

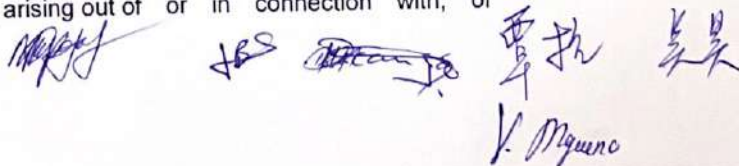
If any clause or term of this Agreement should be invalid, unenforceable or illegal, then such clause or term will be deemed to be severable and will not affect the validity of the

remaining terms and provisions of this Agreement which will continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

11.6 Applicable Law and Jurisdiction

11.6.1 If the parties are unable to resolve the dispute in accordance with Article 10.1 of this Contract. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Tanzania.

11.6.2 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with, or


V. Mquino

concerning the carrying into effect of, this Agreement or its subject matter or formation shall be subject to the exclusive jurisdiction of the court of Tanzania, and the parties hereby submit to the exclusive jurisdiction of this court for these purposes.

11.7 Transmission

This Agreement will be binding on the Parties' respective successors, assigns and delegates allowed at law.

11.8 Execution

This Agreement may be: (i) executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement; and (ii) signed by telefax or signed (and scanned) and sent by email.

11.9 Costs

11.9.1 Save as otherwise expressly stated, each Party is responsible for its own costs incurred in the negotiation, drafting, settlement and implementation of this Agreement.

11.9.2 All costs, charges and disbursements (including attorney and own client fees) incurred by one Party arising out of the breach of any provisions of this Agreement by the other Party, will be borne by the Party in breach



V. Myuno

SIGNED BY THE PARTIES AS FOLLOWS: -

The Holder

[Handwritten signature]



AMANI GOLD MINE
MWAZIMBA
P.O. BOX 714
KAHAMA

As Witness

[Handwritten signature]

[Handwritten signature]

Date 19/05/2023

Place PLANET HOTEL, KAHAMA

The Contractor

[Handwritten signature]

As Witness



[Handwritten signature] V. Mguno

Date 19 May 2023

Place planet KAHAMA