

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**PAUL FABIAN NTULO**

**AND**

**ELLYGHAZ COMPANY LIMITED**

# MEMORANDUM OF UNDERSTANDING

AN AGREEMENT made this .....<sup>31<sup>st</sup></sup> day of *July*, .....2023

**Between**

**PAUL FABIAN NTULO** of Post Office Box Number 2000 Dodoma, Tanzania  
(hereinafter called the "1<sup>ST</sup> PARTNER" in the one part of this Agreement)

**And**

**ELLYGHAZ COMPANY LIMITED** an entity registered in Tanzania under The Companies Act [cap 212 R.E 2019], of Post Office Box Number 2354, Dodoma, Tanzania (hereinafter called "2<sup>ND</sup> PARTNER" as the other part of this Agreement which term shall where the context so admits include its successors and assigns of the other part.

**WHEREAS**, the "1<sup>ST</sup> PARTNER" is the owner of the following **PROSPECTING LICENCES** as follows:

- a) PL/20134/2022 for industrial Minerals that is LITHIUM situated at Hombolo Dodoma Region covering an area of 61.68 sq Km in the name of Juma Salum Gwao.
- b) PL/23052/2023 for Industrial Minerals that is LITHIUM situated at Kongwa District Dodoma Region Covering an area of 17.37 sq Km in the name of Juma Salum Gwao.
- c) PI/23810/2023 for industrial Minerals that is LITHIUM in Kondoa District, Dodoma Region covering an area of 24.48 sq Km in the name of Najua Musa Kasira.

**AND WHEREAS** the "1<sup>ST</sup> PARTNER" has been allowed to enter in the business Lithium and other soil minerals and the "2<sup>nd</sup> PARTNER" to perform only agreed activities as mentioned hereunder in this Agreement.

**AND WHEREAS** the 1<sup>st</sup> Partner agreed to allow the 2<sup>nd</sup> Partner to perform only the agreed activities in the terms specified herein this Agreement.

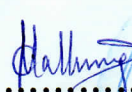
1. The following activities are required to be performed in the 1<sup>st</sup> partner's lots by the 2<sup>nd</sup> partner seeking investors for production of minerals and business.
2. That, the 2<sup>nd</sup> partner will use the 1<sup>st</sup> partner's lots only on the agreed activities as mentioned in paragraph 1 above and not otherwise.
3. That, the 2<sup>nd</sup> partner will be responsible to pay the 1<sup>st</sup> partner when the investors start producing minerals.
4. That, this agreement will be of three years (3) commencing this 31<sup>st</sup> Day of July 2023 to...<sup>st</sup> day of August 2026.
5. That, without notwithstanding the contents of paragraph (4) above that time will exist subject to the following exceptions;
  - (i) At any time when the 1<sup>st</sup> partner and CEO of the company entering his appearance, both the 1<sup>st</sup> partner and 2<sup>nd</sup> partner shall meet and discuss again in relation to the terms of the Memorandum of Understanding, in agreement they may amend or change any terms even the time of the Agreement.
  - (ii) During the discussion if the parties fail to agree, then the 1<sup>st</sup> partner together with CEO shall not terminate this agreement except if any one of the following conditions will be adhered by them, they will give the 1<sup>st</sup> partner the Notice of one month of termination of Agreement.
6. That, the purpose of this Agreement is for development of business of minerals.
7. That, all of that time, the 1<sup>st</sup> partner will remain the custodian of the area or lots to the Authorities.
8. That, Any dispute arising out of this agreement shall first be resolved by mutual discussion and agreement. However if such mutual discussion fails to reach the positive agreement, an aggrieved party may take legal action in Court of Law for relief.

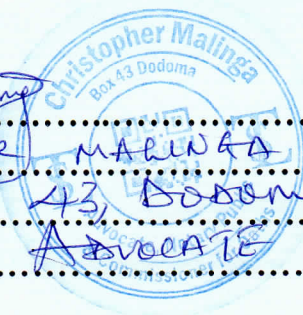
9. That, this agreement shall be governed the Laws of United Republic of Tanzania.

THE PARTIES have set their hands on the day, month and year herein after appearing.

SIGNED and DELIVERED by  
PAUL FABIAN NTULO in the  
presence of.....  
this 31<sup>st</sup> day of July 2023


  
.....  
1<sup>st</sup> PARTNER

SIGNATURE: .....  
NAME: CHRISTOPHER MALINGA.....  
POSTAL ADDRESS: 43, DODOMA.....  
QUALIFICATION: ADVOCATE.....

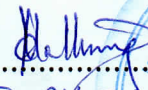


SIGNED and DELIVERED by  
ELLYGHAZ COMPANY LIMITED  
in the presence of .....  
this 31<sup>st</sup> day of July 2023



SIGNATURE: .....  
NAME: KEPHAS PEIER MWAKALINGA.....  
POSTAL ADDRESS: P. O. BOX 2354, DODOMA.....  
QUALIFICATION: MANAGING DIRECTOR.....

IN PRESENCE OF:

SIGNATURE: .....  
NAME: CHRISTOPHER MALINGA.....  
OCCUPATION: ADVOCATE.....



**IUM PLS\_DODOMA WITHIN/ANALYTICAL SIGNAL**



PL/20132/2022  
Sq kms 91.42

PL/20136/2022  
Sq kms 59.70

PL/20133/2022  
Sq kms 62.19

PL/20134/2022  
Sq kms 61.68

41/2022  
s 16.05

5°39'0"S

5°33'0"S

5°27'0"S

5°21'0"S

Juma Salum Gwao

10/01/2023 05:02

Lithium

Dodoma, Kongwa

17.37 km<sup>2</sup> ▾



#### Outstanding Payments

| Description          | Amount     | Link                  |
|----------------------|------------|-----------------------|
| Fee: Application Fee | USD 200.00 | <a href="#">INV14</a> |

#### Description

PL Application Submitted

#### Licence Coordinates (GCS ARC 1960)

| Latitude            | Longitude        |
|---------------------|------------------|
| 1. 05° 57' 47.79" S | 36° 37' 36.75" E |
| 2. 05° 57' 46.19" S | 36° 39' 14.39" E |
| 3. 06° 00' 51.87" S | 36° 39' 16.79" E |
| 4. 06° 00' 56.68" S | 36° 37' 38.35" E |

Prospecting Licence - Industrial Minerals

Application

HQ-Dodoma

Najua Musa Kasira

29/03/2023 22:00

Industrial Minerals

Dodoma, Kondoa

24.48 km<sup>2</sup>



Outstanding Payments

| Description          | Amount     | Link                     |
|----------------------|------------|--------------------------|
| Fee: Application Fee | USD 200.00 | <a href="#">INV15284</a> |

| Description              |
|--------------------------|
| PL Application Submitted |

Licence Coordinates (GCS ARC 1960)

|    | Latitude         | Longitude        |
|----|------------------|------------------|
| 1. | 05° 04' 42.53" S | 35° 36' 55.11" E |
| 2. | 05° 07' 18.00" S | 35° 36' 59.00" E |
| 3. | 05° 04' 27.28" S | 35° 35' 10.36" E |
| 4. | 05° 03' 34.34" S | 35° 36' 26.36" E |