INVESTMENT CONTRACT

THIS AGREEMENT is made this ....17th........ day of ....August....... 2023

BETWEEN

SEN WO COMPANY LIMITED OF P.O. BOX 11600 Dar Es Salaam (hereinafter called the "*facilitator*") of one part

AND

ALICFRA MINING COMPANY LIMTED an investor of P. O. Box **1116 Shinyanga** . (hereinafter called the "*investor*") of the other part.

WHEREAS, the facilitator is in need of facilitating the investor and that, he is willing to facilitate the investor to explore mining at Primary mining licences no. 65 owned by Kifaru Mining Group located at **Mwakitolyo in Shinyanga District Council** on their behalf.

AND

AND WHEREAS, the investor is able and willing to take over the project of mining exploration at the Primary mining licences No. 65 owned by Kifaru Mining Group located at **Mwakitolyo Shinyanga District Council** on behalf of the facilitator.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **That,** the facilitator shall facilitate capitals , labourers, raw materials, equipments, mining technology and management of the operation activities to ensure smoothly operation of mining activities.

2. **That,** the facilitator shall be a mineral processor who is facilitating investor as a mining exploration company of ore in the Primary Mining licences No. PML0065SHY Owned by Kifaru Mining Group at **Mwakitolyo Ward** within **Shinyanga District Council.**

3. That, the investor once he is facilitated with the capital by facilitator then he shall operating mining production and at each production the facilitator shall enjoy the 85% of the production and the 15% shall be owned by mining licence owners known as Kifaru Mining Group located at **Mwakitolyo** ward having mining exploration contract with the investor.

4. **That,** investor shall also enjoy the 1% out of 85% of the production gained by the facilitator in the Primary mining licence mentioned in paragraph 2 hereinabove acquired by the investor at **Mwakitolyo Ward** in **Shinyanga District Council** on behalf of the facilitator.

5. That, the Facilitator shall be responsible for paying government taxes and all necessary government fees to ensure validation of the investor's company in operating mining activities within **Mwakitolyo Ward, Shinyanga District Council.** This shall including the following Government fees for the investor's employees; NSSF, SDL, WCF, OSHA, PAYE and the likes which are compulsory to the Government.

6. That, in case of any challenges/disputes in operation of the Mining activities both directors or their representatives shall convene a meeting and discuss the challenges/disputes which may affect the operation of the company activities to ensure safety within mining area at **Mwakitolyo, Shinyanga District Council.**

GEOFREY KALAKA ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 11922 MWANZA

Alice. [signature] 徐顺年 刘佑辰

扫描全能王 创建

7. That, the Facilitator in ensuring his participation in mining operation subject to this contract shall always comply with all the requirements of the law of the **United Republic of Tanzania.**

8. That, both parties shall act in good faith and of utmost confident in this contract entered.

9. That, investor shall at all material times donates a power of attorney to the facilitator to enforce any interest thereat in case of any delay on part of the investor in course of executing the main contract of mining exploration.

10. That, at all material time of this contract the investor shall not be allowed to enter into any other contract with the third party in respect of the area within **Mwakitolyo** ward **Shinyanga District Council** area prior to the consent of the facilitator and the facilitator shall not enter into any contract with another investor prior to the consent of the investor, doing so shall amount to breach of contract.

11. That, the duration of this contract shall be expired subject to the expiring of the main contract of the Mining exploration between investor and licences owner.

12. That in case the investor fails to discharge its obligation fully under the main contract that is contract between investor and the Mining licence owner it will be termed as a breach of contract and thus the investor shall be liable to pay the facilitator a total cost of investment capital injected plus 50% of all investment capital incurred as a compensation for the time and project plan incurred.

13. That in case the facilitator breached the contract unreasonably, he shall also be liable to pay 50% of the investment capital incurred in the project to the investor.

14. That, in case of the dispute which may arises in course of performing this contract parties to the contract shall convene a meeting and try to settle the differences amicably.

15. That, this contract shall be governed by the law of United Republic of Tanzania.

IN WITNESS THEREOF, the Parties hereto have duly executed these presents in the manner and on the dates hereinafter appearing; -

SIGNED and **SEAL** with **COMMON SEAL** of the said **SEN WO COMPANY LIMITED** } **COMPANY'S SEAL**

in our presence this 17th day of Aug 2023

In the presence of:

Name: XU YUE HUA
Signature: 徐悦华
Address: P.O. Box 4096: DSM
Qualification: ....

Name: LIU XUAN CHEN
Signature: [signature]
Address: P.O. BOX 4096 DSM
Qualification: ....

Stamps: GEOFREY KALAKA, ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS, P.O. Box 11927, MWANZA; SEN WO COMPANY LIMITED, P.O. Box 4096, DAR ES SALAAM

Alie · [signature] 徐悦华

扫描全能王 创建

SIGNED AND SEALED with A COMMON
OF ALICFRA MINING COMPANY LTD
Who is known to us today

COMPANY SEAL

personally this 17 day of 08 2023

In the presence of;

Name; ALICE SALVATORY KYANILA.
Signature; ....
Address P.O BOX 1116 SHY
Qualification; DIRECTOR

Name; FRANK EMMANUEL MADAY
Signature; ....
Address; P.O Box 1116 SHINYANGA
Qualification; DIRECTOR

BEFORE ME:

Name: GEOFREY KALAKA
Signature: ....
Address: 11922 MWANZA
Qualification: COMMISSIONER FOR OATHS

Drawn by:
Juristic Law Chambers
Liberty Street
Ibadhi Commercial Building, 2nd floor
P. O. Box 1744,
MWANZA.

扫描全能王 创建

MKATABA WA UBIA WA UCHIMBAJI

MKATABA huu umeingiwa leo tarehe **27** mwezi **Januari 2023**.

KATI YA

KIFARU GOLD MINE wa S.L.P. 113 SHINYANGA ambaye katika Mkataba huu atajulikana kama **MMILIKI WA LESENI** kwa upande mmoja,

NA

ALICFRA MINING CO. LTD wa S.L.P. 1116 SHINYANGA ambaye katika Mkataba huu atajulikana kama **"MWEKEZAJI"** kwa upande mwingine,

KWA KUWA, wamiliki wa Leseni ya uchimbaji mdogo wa madini ya dhahabu namba **PML0065SHY** mayomilikiwa na **KIKUNDI CHA KIFARU GOLD MINE** wameridhia kushirikiana na **mwekezaji** kuchimba madini ya dhahabu ndani ya eneo la leseni ya uchimbaji mdogo wa madini ya dhahabu namba **PML0065SHY** ili aweze kuchimba madini kwa makubaliano yaliyoainishwa kwenye mkataba huu;

NA KWA KUWA, mwekezaji anahitaji na ameona umuhimu wa kuwekeza katika eneo la uchimbaji ambalo linamilikiwa na KIKUNDI CHA KIFARU GOLD MINE lenye leseni ya uchimbaji mdogo wa madini ya dhahabu namba PML0065SHY na wameridhia kuingia katika makubaliano;

KWA HIYO MKATABA HUU UNASHUDIA NA IMEKUBALIWA NA PANDE ZOTE MBILI KAMA IFUATAVYO:

1. **Kwamba** Mwekezaji atawajibika kutoa mtaji, vifaa vya kufanyia kazi, wafanyakazi pamoja na kutoa mitambo ya uchimbaji kwa ajili ya uchimbaji katika leseni husika na upande wa wamiliki wa leseni hawatahusika na kuchangia gharama zozote zile za uchimbaji zaidi ya leseni yao waliyoingia nayo mkataba.

2. **Kwamba,** itambulike wamiliki wa leseni ni wana kikundi na kwamba wamiliki wa leseni wanakubaliana na mwekezaji kuingia ubia wa kufanya shughuli za uchimbaji kwenye sehemu tu ya eneo la leseni tajwa na sehemu nyingine ya leseni hiyo itaendelezwa na wamiliki wa leseni

3. **Kwamba,** Mwekezaji na Mmiliki wa Leseni watahusika kuhakiki kiasi chote cha uzalishaji katika eneo la mradi lililokubaliwa kwenye mkataba huu. Mmiliki wa leseni hataingilia masuala ya utawala ndani ya kampuni ya Mwekezaji.

4. **Kwamba,** Ili kuhakikisha pande zote mbili (Mwekezaji na Mmiliki wa leseni) wanaendelea na shughuli zao za uchimbaji kwenye maeneo yao yaliotengwa kwa usalama, Mwekezaji katika shughuli zote za uchimbaji zinazohusiana na mkataba huu atafanya uchimbaji wa madini utakaoanzia mita 130 kwenda chini na kuendelea. Mmiliki wa leseni hataruhusu mtu yeyote zaidi ya mwekezaji kuchimba na kufanya shughuli yeyote kwenye kina cha kuanzia mita 130 chini ya ardhi kwenye leseni yake PML No. 0065 SHY

5. **Kwamba,** baada ya kusaini mkataba huu mwekezaji atazungushia uzio eneo alilotengewa na mmiliki wa leseni ndani ya eneo la leseni yao. Wamiliki wa leseni wataendelea na shughuli zao za uchimbaji kama kawaida katika ardhi hiyo ya leseni kwenye eneo linalobaki nje ya lile alilotengewa mwekezaji.

6. **Kwamba,** upande wa mwenye leseni katika eneo husika utapata mgao wa asilimia Kumi na tano (15%) ya uzalishaji ghafi na upande wa mwekezaji atapata mgao wa asilimia Themanini na tano (85%) ya uzalishaji ghafi. Pande zote mbili zitashirikiana kwa karibu nyakati zote na kuhakikisha hakuna ucheleweshwaji wa shughuli kwenye eneo la mradi. Pande zote mbili zimekubaliana pia, mwishoni mwa mkataba huu, mwekezaji atamwachia mmiliki wa leseni sehemu ya vifaa vya uchimbaji na mashine kwa ajili ya kumsaidia mmiliki wa leseni kwenye shughuli zake za uchimbaji bila masharti yeyote.

KULWA KIBULIKA ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 716, MWANZA

FRANK SAMWEL ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 1141, S

CamScanner

7. **Kwamba,** Mmiliki wa leseni katika eneo husika atakua na uhuru wa kuchukua sehemu ya gawio lake au kumuachia mwekezaji kwa makubaliano watakayoona yanafaa. Utaratibu wa kila upande kupata gawio lake utafanyika kwa kuzingatia utaratibu utakaopangwa na kukubaliwa na pande zote.

8. **Kwamba**, Pande zote mbili zitahakikisha mapato stahiki ya serikali yanayotokana na uzalishaji wote yanalipwa.

9. **Kwamba,** baada ya kuanza kwa utekelezaji wa mkataba huu, mwekezaji ataanza kugharamia malipo ya ada za mwaka za leseni na malipo mengine stahiki ya serikali kwa kipindi chote cha uhai wa mkataba huu.

10. **Kwamba,** mmiliki wa leseni katika eneo tajwa hapo juu kwa kushirikiana na mwekezaji watahakikisha wanatatua matatizo yote yatakayotokea katika uzalishaji na pia watahakikisha wanaweka mazingira safi na salama ili kuboresha utendaji kazi katika eneo la mradi.

11. **Kwamba,** endapo pande zote katika mkataba huu zitajiridhisha kwamba eneo walilo kubaliana halina mbale ya kutosha kuchimbwa madini kwa faida, basi pande zote mbili zinaweza kukubaliana kusitisha uzalishaji kwa maslahi mapana ya pande zote ikiwa ni pamoja na kutoa vitu vya uwekezaji ikiwemo vifaa pamoja na wafanyakazi katika eneo husika.

12. **Kwamba,** wamiliki wa leseni wanamhakikishia mwekezaji kuwa watu wote waliosaini mkataba huu wanahusika katika leseni husika tajwa hapo juu na kama itabainika kuna uwasilishwaji wa taarifa zisizo sahihi basi sheria ichukue mkondo wake.

13. **Kwamba,** muda wa mkataba huu utakuwa wa awamu mbili. Awamu ya kwanza itakuwa miaka mitano (5) kuanzia tarehe ya kusainiwa kwa mkataba huu, na awamu ya pili ya miaka mitano (5) baada leseni kuhuishwa kwa makubaliano ya pande zote mbili.

14. **Kwamba**, Ikiwa ni sehemu ya kuwawezesha wamiliki wa leseni, mwekezaji atawapa wamiliki wa leseni mkopo usio na riba kwa ajili ya kuwawezesha kuendesha shughuli zao za uchimbaji kwa tija kwenye eneo la leseni linalobaki nje ya eneo ambalo mwekezaji atakuwa analifanyia kazi.

15. **Kwamba**, wamiliki wa leseni watamrejeshea mwekezaji mkopo huo kwa awamu kwa kadiri itakavyokuwa imeelekezwa kwenye mkataba wa mkopo.

16. **Kwamba**, mwekezaji na mmiliki wa leseni watafanya tathmini ya makubaliano ya utekelezaji kila baada ya miaka mitatu. Ikiwa kutatokea mabadiliko katika sheria, kanuni na sera ndani ya nchi, makubaliano mengine ya ziada yataandaliwa kipekee na kusainiwa baada ya kuridhiwa na pande zote katika mkataba huu.

17. **Kwamba**, endapo upande wowote utataka kusitisha mkataba, utapaswa kutoa taarifa ya maandishi ya kusudio la kusitisha mkataba kwa muda usiopungua miezi mitatu kabla tarehe ya kusitisha mkataba.

18. **Kwamba,** ikitokea mmiliki wa leseni amemzuia mwekezaji kuendelea na shughuli za uzalishaji kwa sababu zilizo nje ya vipengele vya mkataba huu basi mmiliki wa leseni atakuwa amevunja mkataba na atapaswa kumlipa mwekezaji gharama zote za uwekezaji uliofanyika na malipo ya ziada ya asilimia hamsini (50%) ya gharama hiyo ya uwekezaji kama fidia ya upotevu wa muda na mipango mingine ya uwekezaji ambayo ingeweza kutekelezwa na mwekezaji maeneo mengine.

19. **Kwamba,** mwekezaji akisitisha shughuli za uzalishaji kwa sababu zilizo nje ya vipengele vya mkataba huu basi mwekezaji atakuwa amevunja mkataba na atapaswa kumlipa mmiliki wa leseni asilimia hamsini (50%) ya gharama ya uwekezaji uliofanywa na mwekezaji kama fidia ya upotevu wa muda na kuharibu mipango ya uendelezaji wa shughuli za uchimbaji kwenye eneo la leseni yao.

FRANK SAMWEL ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 1141, SHINYANGA

CamScanner

14. Kwamba, Ikiwa ni sehemu ya kuwawezesha wamiliki wa leseni, mwekezaji atawapa wamiliki wa leseni mkopo usio na riba kwa ajili ya kuwawezesha kuendesha shughuli zao za uchimbaji kwa tija kwenye eneo la leseni linalobaki nje ya eneo ambalo mwekezaji atakuwa analifanyia kazi.

15. Kwamba, wamiliki wa leseni watamrejeshea mwekezaji mkopo huo kwa awamu kwa kadiri itakavyokuwa imeelekezwa kwenye mkataba wa mkopo.

16. Kwamba, mwekezaji na mmiliki wa leseni watafanya tathmini ya makubaliano ya utekelezaji kila baada ya miaka mitatu. Ikiwa kutatokea mabadiliko katika sheria, kanuni na sera ndani ya nchi, makubaliano mengine ya ziada yataandaliwa kipekee na kusainiwa baada ya kuridhiwa na pande zote katika mkataba huu.

17. Kwamba, endapo upande wowote utataka kusitisha mkataba, utapaswa kutoa taarifa ya maandishi ya kusudio la kusitisha mkataba kwa muda usiopungua miezi mitatu kabla tarehe ya kusitisha mkataba.

18. Kwamba, ikitokea mmiliki wa leseni amemzuia mwekezaji kuendelea na shughuli za uzalishaji kwa sababu zilizo nje ya vipengele vya mkataba huu basi mmiliki wa leseni atakuwa amevunja mkataba na atapaswa kumlipa mwekezaji gharama zote za uwekezaji uliofanyika na malipo ya ziada ya asilimia hamsini (50%) ya gharama hiyo ya uwekezaji kama fidia ya upotevu wa muda na mipango mingine ya uwekezaji ambayo ingeweza kutekelezwa na mwekezaji maeneo mengine.

19. Kwamba, mwekezaji akisitisha shughuli za uzalishaji kwa sababu zilizo nje ya vipengele vya mkataba huu basi mwekezaji atakuwa amevunja mkataba na atapaswa kumlipa mmiliki wa leseni asilimia hamsini (50%) ya gharama ya uwekezaji uliofanywa na mwekezaji kama fidia ya upotevu wa muda na kuharibu mipango ya uendelezaji wa shughuli za uchimbaji kwenye eneo la leseni yao.

FRANK SAMWEL ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 1141, SHINYANGA

20. Kwamba, mwekezaji ataanza kazi mara baada ya kukamilika kwa taratibu na kupatikana kwa vibali kutoka mamlaka husika za serikali na Mmiliki wa Leseni atatakiwa kumuonyesha Mwekezaji mipaka ya eneo la ushirikiano wa utekelezaji wa mkataba baada ya kukamilika kwa taratibu zote, na kwamba pande zote mbili zimekubaliana pia shughuli za uwekezaji zianze ndani ya siku 30 baada ya kukamilishwa kwa upatikanaji wa vibali kutoka mamlaka husika za serikali.

21. Kwamba, Mmiliki wa Leseni atatoa bure kwa mwekezaji eneo lililopo ndani ya eneo la leseni kwa ajili ya kuhifadhi mawe yenye madini (mbale), vifaa vya kazi na mabaki ya mawe yasio tumika.

22. Kwamba, Endapo patajitokeza mgogoro wowote baina ya pande hizi mbili za mkataba, basi mgogoro huo utatatuliwa kwa njia ya mazungumzo (negotiation), na endapo pande hizi mbili za mkataba zitashindwa kutatua mgogoro huo kwa njia ya mazungumzo, basi mgogoro huo utapelekwa kwenye mahakama yenye nguvu kisheria ya kutatua mgogoro huo.

23. Kwamba, katika kipindi cha mkataba huu,mmiliki wa leseni hatoruhusiwa kuingia mkataba na mtu mwingine unaohusiana na shughuli za utafiti na uchimbaji katika leseni husika.

24. Kwamba, endapo litatokea jambo ambalo lipo nje ya uwezo wapande zote mbili ikiwemo majanga ya asili na kusababisha mkataba kushindwa kutekelezeka, basi pande zote mbili zitashirikiana kukabiliana na changamoto hiyo na baadae kuendelea na utekelezaji wa mkataba. Endapo changamoto hiyo itashindwa kutatuliwa pande zote mbili zitakubaliana kusitisha mkataba.

25. Kwamba,mkataba huu utaongozwa na sheria za Tanzania.

KATIKA KUSHUHUDIA YALIYOKUBALIWA HAPO JUU PANDE ZOTE MBILI ZIMEKUBALIANA KWA KUTIA SAHIHI HAPA CHINI KAMA IFUATAVYO;

FRANK SAMWEL ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 1141

Common seal of
UMEFUNGWA Shinyanga Kwa makubaliano ya pamoja ALICFRA MINING CO. LTD
kati ya **ALICFRA MINING CO. LTD**
leo Tarehe 27 mwezi 01 2023

Mwekezaji

ALICFRA MINING COMPANY LIMITED P.O. BOX 1116 SHINYANGA

MBELE YA

1. **Jina:** ALICE SALVATORY KYANILA
   Saini: Alice
   Anwani : S.L.P 1116 SHINYANGA
   Wadhifa: MKUREGENZI

2. **Jina:** FRANK EMMANUEL MASASI
   Saini: [signature]
   Anwani : S.L.P. 1116 SHINYANGA
   Wadhifa: MKURUGENZI

MBELE YANGU;
Jina: VENANCE KIBULIKA
Saini: [signature]
Anwani : S.L.P 1638 MWANZA
Wadhifa: WAKILI

VENANCE KULWA KIBULIKA ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 716, MWANZA

UMEFUNGWA Shinyanga Kwa makubaliano ya pamoja ALICFRA MINING CO. LTD
kati ya **KIFARU GOLD MINE**
leo Tarehe 27 mwezi 01 2023

Mwenye leseni

KIFALU GOLD MINE S.L.P 113 MWAKITOLYO-SHY

MBELE YA

1. **Jina:** RENATUS MATHIAS SHIMBA
   Saini: [signature]
   Anwani : SLP 113 SHY 0629167003
   Wadhifa: MJUMBE

2. **Jina:** YUSUPH KULWA ELIKANA
   Saini: [signature]
   Anwani : BOX 113 SHY 0622188695
   Wadhifa: KATIBU

3. **Jina:** DAVID ELIAS SULUBA
Saini: [signature]
Anwani : S.L.P. 113 SHY 0626756324
Wadhifa: MLEZI.

4. **Jina:** GEORGE NKUBA NKUBA
Saini: [signature]
Anwani : S.L.P. 113 SHY 0626918771
Wadhifa: MJUMBE

5. **Jina:** GEORGE JOSEPH KYAKALABA
Saini: [signature]
Anwani : S.L.P. 113 SHY 0784427649
Wadhifa: MJUMBE

6. **Jina:** ....
Saini: ....
Anwani : ....
Wadhifa: ....

MBELE YANGU;
Jina: FRANK SAMWEL
Saini: [signature]
Anwani : BOX 1141, SHINYANGA
Wadhifa: WAKILI

FRANK SAMWEL ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 1141, SHINYANGA

DRAWN BY (IMEANDALIWA NA)
FRANK SAMWEL ESQ.
ADVOCATE,
NSSF (BUILDING) HOUSE,
GROUND FLOOR-ROOM NO. 22,
P.O BOX 1141
SHINYANGA.
MOBILE :- 0769677464

FRANK SAMWEL ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 1141, SHINYANGA

CamScanner