

CONTRACT

This contract is entered into by and between this ²⁵ day of ⁰¹ 2022

XINYUAN TANZANIA LIMITED a body corporate incorporated in Tanzania whose address is P.O. Box 20978 Dar Es Salaam (hereinafter referred to as **THE CONTRACTOR**, a term which shall be construed to mean and/or include its heirs in title, assigners, officers, lawful appointed attorneys and any person carrying their lawful instructions) on one part;

AND

EMJ GOLD MINE PO BOX 20 BARIADI hereinafter shall be referred to as **LICENSE OWNER**, a term which shall be construed to mean and/or include his heirs, assigns, successors in title and any person whatsoever claiming right and/or interests on their part) of the other part.

The **CONTACTOR** is the owner of equipment, technology and capital for mining, and the **LICENSE OWNER** owns the mining area with the following licence **PML0037SMY, PML0038SMY** located at **Imalamate Village in Busega District ,QDS23/4** and **PML0039SMY** located at **Majengo Imalamate Village in Bariadi ,Busega District ,QDS23/4**.

The contractor first needs to go to the mining area for exploration, and do the drilling, once the contractor get the result of drilling, if no reef, or the mineral is not worth to be put into production, the contractor will withdraw the equipment, and the contract is not able to stand. If the reef can be put into production, the contract shall take effect and the cooperation shall be conducted in accordance with the following terms.



CS 猫全能

Handwritten signature or mark.

1. The cooperation mode between the two parties is that the mine owner provides the legal mining license free of charge, and the contractor provides the corresponding equipment and technology for mining. The license owner will not participate in the contractor's management work but cooperate with the contractor to ensure the smooth progress of the mining work, the License owner are allowed to enter the mining area to observe, and also could assign five fixed representative to observe the production of ore and assist to solve the problems occurred in the mining area.

2. The income of both parties is in the form of distribution of ore output, with the license owner owning 18% of the ore and the contractor owning 82% of the ore. The License owners may dispose of their ore themselves, or they may sell the ore to the contractor by the weight of the ore per shovel (approximately 5Ton per shovel by forklift truck).The price is negotiated according to the grade of the ore. However, the mine owners shall not delay the contractor's ore distribution for any reason (the contractor shall request the ore distribution and the ore distribution shall be performed the next day).

3. Once the contract has been signed by the two parties, then the license owner has promised to clear out all the local workers and the



[Handwritten signature]
25/04/2022 林广印

equipment(include VAT LEACHING PLANT) in the license area within three weeks.

4. After the commencement of mining work, the annual certification work and costs shall be borne by the License Owner. The owner of the Mining License owns the land on which the license is given and undertakes to make it available to the contractor free of charge.

5. The Contractor shall be entitled to terminate the Contract and withdraw the Plant and investment if the Ore in the Site is not worth to keep mining.

6. The license Owner undertakes that the Contractor shall be the sole legal miner in the Mine and that no other persons shall work in the Mining area except the Contractor.

7. The license owner shall take the initiative to cooperate with the contractor in solving any problems encountered. The License owner is responsible for ensuring the contractor's production order and personal safety and the smooth progress of production.

8. In the event of unilateral breach of the contract by the license owner(Breach of contract means that the license owner not allow the contractor keep working in the license area or breach the terms of the contract), then the license owner have to compensate the contractor\$15 million USD.



Elisha Amos
25/07/2022
林宇卿



[Handwritten mark]

9. That any party to this contract cause unlawful acts against the law underground or on the licensed mining area or outside but within the licensed area, then such party who has caused such unlawful acts which are against the law then such dispute shall be negotiated or resolved amicably and if fails to resolve then such party should be considered has breached the contract , then the law of the country shall resolve that dispute.

10. This contract is for the **PML0037SMY, PML0038SMY located at Imalamate Village in Busega District ,QDS23/4 and PML0039SMY located at Majengo Imalamate Village in Bariadi ,Busega District ,QDS23/4.** as indicated on the part of the mine owner hereinabove.

11. That each party shall pay their own government tax, service levy and other government payments and both parties shall share the of Community Service after the production.

12. The certified copies of the licenses are appended to this contract; and be construed to constitute an integral part of this contract.

13. The LICENSE OWNER has assured and guaranteed that the persons who have signed this contract are all group members and he shall be liable for any misrepresentation or providing fake information himself or themselves.

13. Any differences or disputes between the Parties shall be settled amicably in accordance with the local laws of Tanzania.



[Handwritten signature]
25/01/2022 林丁卯

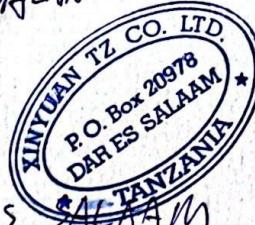
14. This contract shall be valid for 15 years from 25/01/2022 to 25/01/2037.

IN WITNESS WHEREOF: - the parties hereto have executed these presents on the 25 day of 01 2022
SIGNED and DELIVERED at BARIADI BY

XINYUAN TANZANIA LIMITED by the said

1. Name: Lin Guang Qing
Signature: 林广清
Postal Address: P.O. Box 20978 DARES SALAAM
Date: 25/01/2022
Position: Director

2. Name: Noah Nani
Signature: 3
Postal Address: P.O. Box 20978 DARES SALAAM
Date: 25/01/2022
Position: Translator



BEFORE ME

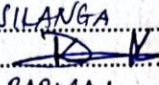
NAME: ELISHA AMOS
SIGNATURE: Elisha Amos
ADDRESS: 248 KAHAMA
DATE: 25-01-2022
QUALIFICATION: ADVOCATE




林广清

SIGNED at BARIADI on behalf of EMJ GOLD MINE

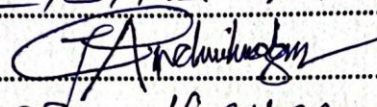
by the said

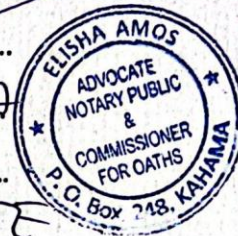
1. Name: EMMANUEL GUNGU SILANGA
Signature: 
Postal Address: P.O. BOX 20 BARIADI
Date: 25.01.2022
Position: DIRECTOR



2. Name: MASHAURI W-NITZU
Signature: 
Postal Address: P.O. BOX 20 BARIADI
Date: 25.01.2022
Position: DIRECTOR

BEFORE ME

NAME: ELISHA AMOS
SIGNATURE: 
ADDRESS: 248 KAHAMA
DATE: 25-01-2022
QUALIFICATION: ADVUCATE



林丁卿