

**MINERAL RIGHTS/LICENSES TRANSFER AGREEMENT**

**BY AND BETWEEN**

**GEITA GOLD MINING LIMITED**

**AND**

**GEITA GREENFIELDS MINERAL EXPLORATION LIMITED (GGMEL)**

**THIS AGREEMENT** is made this 14<sup>th</sup> day of **March 2023**

**BETWEEN**

**GEITA GOLD MINING LIMITED** which is a Limited Liability Company incorporated in Tanzania under the Companies Act (CAP 212) conducting gold mining activities in Geita Region whose address for purpose of this Agreement shall be P.o. Box 532, Geita (Hereinafter referred to as the "Transferor")

**AND**

**GEITA GREENFIELDS MINERAL EXPLORATION LIMITED**, a Limited Liability Company incorporated in Tanzania under the Companies Act (CAP 212) for purposes of undertaking exploration of minerals whose address for purpose of this Agreement shall be 1<sup>st</sup> Floor, Mikumi House, Msasani Road, P.O Box 75803, Dar es salaam (Hereinafter referred to as the "Transferee")

- A. WHEREAS** the Transferor owns mineral rights in the form of Prospecting Licenses located in central Tanzania registered as Prospecting (PL) Numbers .
- B. WHEREAS** the Mining Commission granted the said Mineral Rights in favour of the Transferor in the exercise of its powers under the Mining Act Cap 123 and the Mineral Rights Regulations GN. Of
- C.** The Transferor has resolved to transfer the Minerals rights, namely to the Transferee
- D. WHEREAS** on the transferee has considered and accepted the transfer to its name of the said mineral rights from the Transferor;

**THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. Definitions**



- (i) **Claims** include, but are not limited to, actions, suits, causes of action, arbitrations, debts, dues, costs, claims, demands, verdicts, orders and judgments either at law or in equity or arising under a statute.
- (ii) **Person** includes an individual, partnership, a body corporate, association, government and governmental and local authorities or agencies.
- (iii) **Mineral Rights** means **Prospecting Licenses Number 000151518** together with all surface rights as well as any property or unexhausted improvement thereon.
- (iv) **Ministry** means the Ministry of Minerals of the Government of Tanzania or such other governmental agency of the Republic of Tanzania as shall assume the function of issuing mineral rights licenses under the Act.
- (v) **Act** means the Mining Act, Act Cap 123 as amended in 2017 and revised in 2019 and as the same may be amended from time to time and shall also include any regulations, forms, digital system or document made under the Act.
- (vi) **Transferor** means the **GEITA GOLD MINING LIMITED**
- (vii) **Transferee** means **Geita Greenfields Minerals Exploration Limited ("GGMEL")** .

## 2. TRANSFER AND ASSIGNMENT TERMS

2.1 On 11<sup>th</sup> January 2016, the Transferor agreed, in favour of the Transferee, to cede all interest control over (4) Four Prospecting Licenses, namely;

2.1.1 **PL 10924/2016**

2.1.2 **PL 10923/2016**

2.2.3 **PL 11117/2017**, and

2.1.4 **PL 11079/2017**

3.0 The Transferor hereby agrees to irrevocably transfer and assign to the Transferee all of his ownership and interest in Mineral Rights/Prospecting licences stated in 2.1.1,2.1.2,2.1.3 and 2.1.4 herein above upon the execution of this Deed or effective from the date the Mining Commission shall approve of the transfer. 3.1 Simultaneous with the execution of this Agreement, the Transferee agrees deliver to the Transferor all certificates representing ownership, possession, shares and such other documents as may be necessary to effect a transfer with the Mining Commission. The Transferor agrees to sign in favour of the Transferee all required and necessary documents approving the transfer of the Prospecting Licenses subject of this agreement to the Transferee.

## 4 FINAL SETTLEMENT AND CONSIDERATION

4.1 The Transferee accordingly releases the Transferor and forever discharges her from any and all claims of whatever nature which the Transferee, his successors in title or his agents may have now or at any time in the future or, but for this



Agreement, might have had against the Transferor and which arise out of or are in any way connected with or incidental to this Agreement

4.2 As of and from the date of this Agreement the Transferee shall be the sole legal beneficial holder of the transferred Prospecting Licenses including any right, title or obligation connected to or arising out of the Licenses including liabilities related to the upkeep, maintenance and rehabilitation of the license area.

**5 GOVERNING LAW AND DISPUTE RESOLUTION**

5.1 That parties to this Agreement submit themselves to the laws of Tanzania and should any dispute arise between them regarding to the implementation or interpretation of this Agreement the laws applicable shall be the Laws of Tanzania.

5.2 That all disputes or differences concerning this Agreement shall be settled by the parties amicably and in event of failure to conclude an amicable settlement within a reasonable time the same shall be referred to a single arbitrator who shall be appointed by both parties to the dispute and the arbitration shall proceed in accordance with Laws of Tanzania.

**IN WITNESS WHEREOF** the parties hereby have executed this Settlement Agreement in the manner appearing hereunder.

**SIGNED and DELIVERED at GEITA**  
by the said **GEITA GOLD MINING LIMITED**  
this 14<sup>th</sup> day of March 2023.

**NAME: WAYNE LOUW**

**SIGNATURE:** 

14 March 2023

**DESIGNATION: ACTING GENERAL MANAGER**

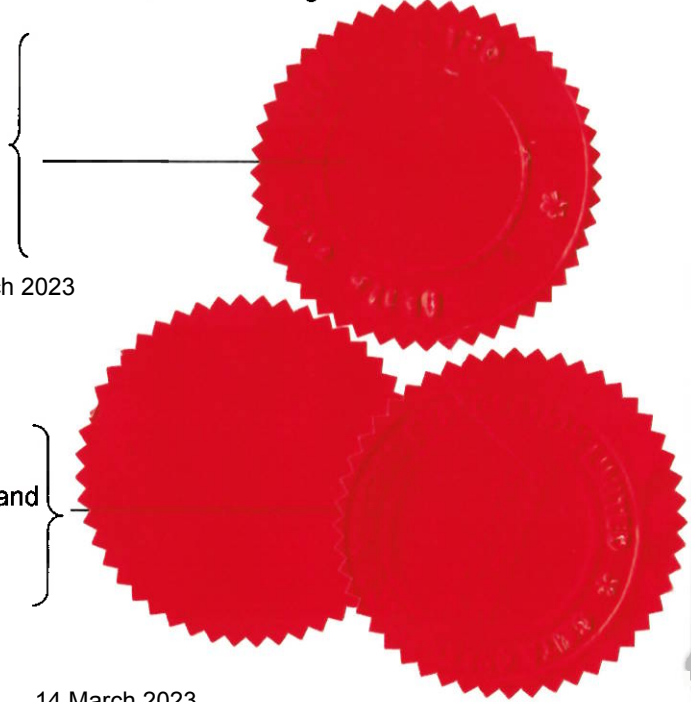
**SIGNED and DELIVERED at GEITA**  
**GREENFIELDS MINERAL EXPLORATION LIMITED and**  
**DELIVERED in our presence this 14th**  
**day of March 2023.**

**NAME: DAVID NZALIGO**

**SIGNATURE:** 

14 March 2023

**DESIGNATION: DIRECTOR**



**Certificate Of Completion**

Envelope Id: AAB16EA4E82F44AAB7ECD1131FA1669F	Status: Completed
Subject: Complete with DocuSign: PLs Tranfer Agreement-GGML-GGMEL 14.3.2023.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	David Nzaligo
Time Zone: (UTC+08:00) Perth	140 St Georges Terrace
	Perth, WA 6000
	dnzaligo@AngloGoldAshanti.com
	IP Address: 41.59.198.204

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3/14/2023 9:06:04 PM	dnzaligo@AngloGoldAshanti.com	

**Signer Events**

Signature	Timestamp
<p>David Nzaligo</p> <p>dnzaligo@anglogoldashanti.com</p> <p>Company Secretary</p> <p>AngloGold Ashanti</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>Sent: 3/14/2023 9:10:27 PM</p> <p>Viewed: 3/14/2023 9:10:55 PM</p> <p>Signed: 3/14/2023 9:11:00 PM</p>

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WYNE LOUW

wlouw@anglogoldashanti.com

AG

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**Status**

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Eric Kalondwa

Eric.Kalondwa@anglogoldashanti.com

Supt

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**Witness Events**

**Signature**

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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	3/14/2023 9:23:22 PM
Completed	Security Checked	3/14/2023 9:23:22 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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