

AGREEMENT
FOR
OPERATING SITES JOINTILY

BETWEEN

JOSHUA STEPHEN KAZI
“1ST PARTNER”

AND

SOFT GOLD CONSTRUCTION ENGINEERING COMPANY
LIMITED
“2nd PARTNER”

DRAWN BY:

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AGREEMENT ON JOINTLY OPERATING SITES IN TANZANIA.

THIS AGREEMENT is made at Mwanza this ^{01st} day of ~~October~~....., 2023.

BETWEEN

JOSHUA STEPHEN KAZI of P.o. Box 1812, Mwanza, a natural person working for gain within Mwanza Region specifically on Mining Activities, (hereinafter referred to as "1st PARTNER") which term shall, where the context so admits, refer to and include its respective assigns and successors in title) of the One Part,

AND

SOFT GOLD CONSTRUCTION ENGINEERING COMPANY LIMITED a limited liability company existing and carrying out business under the laws of the United Republic of Tanzania with Tax Identification no. 166-871-832, whose registered office is within Dar Es Salaam, (hereinafter referred to as "2nd PARTNER") which term shall, where the context so admits, refer to and include its respective assigns and successors in title) of the other Part;

RECITALS:

WHEREAS, the 1st PARTNER has managed to acquire numerous Mineral rights from the owners in Ng'wamazengo village, Misungwi District within Mwanza Region, and he is continuing searching to acquire other mineral rights from places within Tanzania.

WHEREAS the 2nd Partner is desirous and accepted to invest and operate jointly with the 1st partner the above described Mining sites as contract miner in giving technical and operational supports.

AND WHEREAS the provisions of this Agreement shall allow the parties to draft, negotiate, agree and execute supplementary agreements so as to achieve their further objectives and joint interests, the full particulars of which are hereby acknowledged by the parties;

NOW THEREFORE THIS AGREEMENT witnesses as follows: -

1. The duration under this contract for joint operation of the mining sites situated at **Ng'wamazengo village**, Misungwi District within Mwanza Region shall continue to run for the lifetime of the mining site and this

shall be for any other areas to which 1st partner would manage to secure Mineral rights.

2. Notwithstanding to what has been stated under clause 1 above the parties shall sit to review the terms and conditions under this agreement after every three (3) years.
3. The Parties under this agreement agreed that immediately after signing this contract the 2nd Partner shall start mobilization of the equipments to the mining site so as to commence mining activities in the Area.
4. Further the 2nd Partner Covenant that shall be responsible for general operations of the mining sites in terms of construction costs and other operation costs and shall ensure all the project funding are done on time.
5. 1st Partner shall act as a liaison manager between the Business and other indigenous surrounding the mining sites, together with ensuring the licenses and compliance certificates are active. Further, he shall be exclusively responsible for communication in the project and other administrative matters.
6. The parties under this agreement agreed that proceeds out of the mining operations(Gold Ores) shall be distributed between the partners in the following arrangements i.e. cost exclusively;

1. **JOSHUA STEPHEN KAZI**..... (20%)

2. **SOFT GOLD CONSTRUCTION**

ENGINEERING COMPANY LIMITED..... (80%)

7. All rates, taxes, license fees or other monies, which may be or become payable in respect of the Mining sites or in respect of the mining operations to be prosecuted thereon, shall be paid by the 2nd Partner, provided that, the 1st Partner shall ensure all payments which are overdue and not subsequent to this agreement are paid before signing of this agreement.
8. That, the parties to this agreement covenant that, the mining sites and their respective licenses shall be subject to no further assignment interms of sale, mortgages or lease, etc. during the period of subsistence of this agreement.

9. That upon fulfilling the terms of the agreement aforesaid the 2nd partner shall peaceably hold and enjoy quite possession of the sites without interruptions from the 1st Partner, his agents or employees.
10. The Partners shall conform to all laws, by-laws and statutory regulations affecting the conduct of their mining operations, and shall keep all books and accounts, and make all such returns and statements as may be necessary in terms thereof.
11. The 1st Partner warrants that all the licenses regarding the mining site subject of this agreement are free from any encumbrances.
12. That, 2nd partner agrees, that he shall allocate the sum of money which shall be determined by the parties immediately after the mining process end to facilitate the mining closure processes according to the Tanzanian legal procedures.
13. At the termination of this contract, the 2nd Partner shall have the right to remove all erections and machinery brought by him on to the said mine site however that should be subject to written consent from the 1st partner, provided that all amounts due to either party have been paid. All excavations and shafts must be filled up or effectively fenced before the termination of the Contract.
14. This agreement shall be deemed to convey any right or title to the Partners to any precious or base minerals or mineral oils or precious stones other than gold which may be found by the Parties in or on said site.
15. Confidential Information includes, by way of example and without being limited thereto, all proprietary technologies, know-how, trade secrets, discoveries, inventions, business or technical information, and, in general terms, all information related to the Business which have not been expressly identified by parties as information which can be freely disclosed.

Parties shall keep and maintain the confidential information, during the term of this Agreement and thereafter for one (1) year after its expiry, taking all reasonable precautions necessary and practicable, with the same standard of care as if it were their own trade secret information in order not to Disclose the Confidential information to any other person, firm, or organization (other than their own employees on a need-to-know basis).

Parties acknowledge that the Confidential Information delivered by one Party shall remain at all times exclusive property of that Party.

The obligation of confidentiality shall not apply to: (i) Confidential Information which, at the time of disclosure, is in the public domain; (ii) Confidential Information which, after disclosure, becomes part of the public domain through its publication or otherwise, except directly or indirectly by breach of this Agreement by one Party and (iii) Confidential Information Which Parties lawfully receive from a third party.

Promptly upon one Part's written request and, in any event, at the termination in its possession, any right of retention being expressly excluded.

Each party agrees that any information conveyed to it by the other party hereto in connection with this Agreement, as well as the existence and content of this Agreement and any other related agreements or understandings among the parties shall be and remain confidential and shall not be disclosed to any person. The parties further agree that neither of them shall issue any press release nor convey and information concerning this Agreement to any publication of employee thereof. The terms of this clause shall survive until five years from the date of signature of this Agreement.

16. This agreement contains all terms agreed between the parties except for such variations made in writing by the two parties. This agreement is personal to the parties; however, no party is allowed to assign his rights under this agreement unless there is prior agreement between the partners.
17. That, any written communication from the 1st partner to the 2nd partner shall be sufficiently served if sent by prepaid post or letter or delivered by hand to the 2nd partner and if sent by post shall be deemed to have been received by the 2nd Partner within 60 hours after the time of posting and at the date of delivery if delivered otherwise than by post to the 2nd partner's given address.
18. Neither Party shall be liable for the delay in performance or failure to perform its obligations under this Agreement if and to the extent that the result is an event of Force Majeure.

For the purpose of this clause, "Force Majeure" means an event beyond the control of the Party and not involving the Part's fault or negligence and not foreseeable. Such event may include, but are not restricted to,

wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Party shall promptly notify the other Party in writing of such a condition and the cause thereof. Unless otherwise directed by the Party in writing the other Party shall continue to perform its obligations under the Agreement as far as is reasonably practical.

19. The terms and conditions of this Agreement shall be governed by and shall be interpreted in accordance with the applicable laws of Tanzania.
20. Parties shall first Endeavour to amicably settle disputes or differences or misunderstanding that may arise out of or in connection with this Agreement
21. Any dispute or controversy or disagreement arising out of or in connection with this Agreement which cannot be settled amicably between the parties, within thirty days (30) after the commencement of the amicable settlement negotiations, shall be finally settled by Adjudication under the Tanzanian laws.

IN WITNESS WHEREOF, the undersigned, being duly authorized there to, have signed this Agreement on the day and year and in the manner hereinafter appearing:

SIGNED and Delivered in Dar es Salaam
By the said the said **JOSHUA STEPHEN KAZI** Who has been identified to me by the said _____
the latter known to me personally.
this 07th day of October 2023


} **1st PARTNER**

BEFORE ME:

Name: Bonus Mvungi

Signature: 

Address: 61201

Qualification: **ADVOCATE/COMMISSIONER FOR OATHS**



SEALED at DAR ES SALAAM with THE COMMON SEAL of the SOFT GOLD CONSTRUCTION ENGINEERING COMPANY LIMITED on this 01st day of October 2023



IN MY PRESENCE:

Name: WANG FENG
Signature: [Handwritten Signature]
Postal Address: Dsm.
Designation: Director.

BEFORE ME:

Name: Bruno Mvungi
Signature: [Handwritten Signature]
Address: 61201 [Handwritten Address]



Qualification: **ADVOCATE / COMMISSIONER FOR OATHS**

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS
MINING COMMISSION

THE MINING (MINERAL RIGHTS) REGULATIONS, 2018
PRIMARY MINING LICENCE PML0681MZA
The Mining Act, Cap. 123

The exclusive right, subject to the provisions of *The Mining Act, Cap. 123* and the regulations made thereunder or which may come into force during the continuance of this primary mining licence or any renewal thereof is hereby granted to M/S **Joshua Stephen Kazi** of P.O. Box 1201, Mwanza, Tanzania, (hereinafter called the Licensee), to prospect and mine for **Gold**, at **Mwamazengo**, in **Misungwi** District, QDS 47/2 over an area described overleaf (Annex A).

This Licence, unless sooner cancelled, suspended or surrendered pursuant to the provisions of *The Mining Act, Cap. 123* shall be valid for a period of **seven (7)** years, effective from the date of grant.

Granted this 10TH day of JUNE, 2024

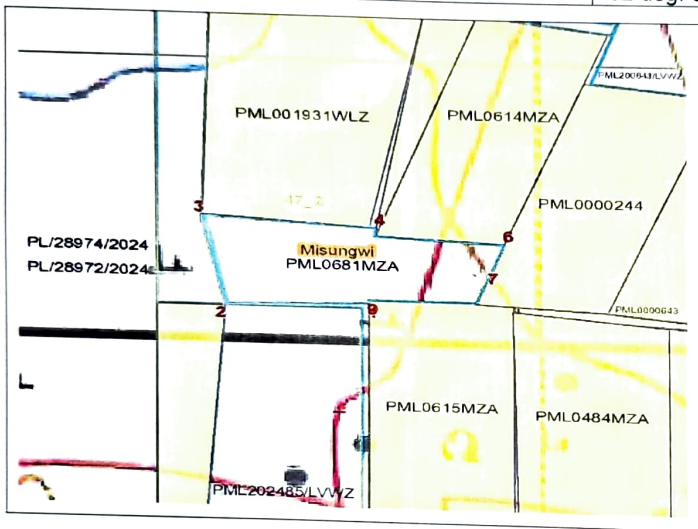
.....
Eng. Nyaisara F. Mgaya
For: EXECUTIVE SECRETARY

ANNEX A

DESCRIPTION OF THE PRIMARY MINING LICENCE AREA

The Primary Mining Licence is at **Mwamazengo** area in **Misungwi** District, QDS **47/2** defined by the following corner co-ordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 03 deg. 09 min. 57.72 sec.	32 deg. 50 min. 9.28 sec.
2	- 03 deg. 09 min. 57.93 sec.	32 deg. 50 min. 3.04 sec.
3	- 03 deg. 09 min. 52.71 sec.	32 deg. 50 min. 2.08 sec.
4	- 03 deg. 09 min. 53.19 sec.	32 deg. 50 min. 9.60 sec.
5	- 03 deg. 09 min. 53.69 sec.	32 deg. 50 min. 9.55 sec.
6	- 03 deg. 09 min. 54.03 sec.	32 deg. 50 min. 15.32 sec.
7	- 03 deg. 09 min. 56.00 sec.	32 deg. 50 min. 14.63 sec.
8	- 03 deg. 09 min. 57.54 sec.	32 deg. 50 min. 14.06 sec.
9	- 03 deg. 09 min. 57.53 sec.	32 deg. 50 min. 9.30 sec.



Legend	
Licensed area	
License Number	PML0681MZA
District	Misungwi
Direction	N

An area of approximately 5.02 Hectares.

ANNUAL RENT PAYMENTS

Year	ERV	Amount (TShs.)	Date	Signature & Stamp
1.	924162255283335	451,800/=	10/06/2024	
2.
3.
4.
5.
6.
7.

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA MADINI

TUME YA MADINI

MASHARTI MUHIMU YA UMILIKI WA LESENI ZA UCHIMBAJI MDOGO WA MADINI

M/S JOSHUA STEPHEN KAZI
S.L.P 1201, MWANZA
Nambari ya Simu: 0713264250

Unapaswa/mnapaswa kuyazingatia yafuatayo kwa leseni yako/ yenu/ zenu namba;
..... P.M.L. 06.8112A

mlizopewa, eneo la MWAMAZENGO wilaya ya MLSUNGWI

Pamoja na kupata leseni hii/hizi unapaswa/mnapaswa kuzingatia kikamilifu matakwa ya Sheria ya Madini Sura namba 123 na Kanuni zake ikiwa ni pamoja na;

1. Kujitambulisha na kuutambulisha mradi wenu wa uchimbaji Madini kwenye Mamlaka za Serikali za Mitaa ikiwemo Serikali ya Kijiji ili kupata maoni yao kabla ya kuanza shughuli za uchimbaji (**Kifungu cha 95 (b) cha Sheria ya Madini ya Sura namba 123**);
2. Kuwasilisha ridhaa ya maandishi ya mmiliki wa ardhi kwenye eneo la leseni na kwamba itahitajika kufanya hivyo kabla ya kuanza shughuli za uchimbaji (**Kifungu cha 95 cha Sheria ya Madini Sura namba 123**);
3. Kuzingatia matakwa ya Sheria na Kanuni zinazo simamia Utunzaji Mazingira ikiwemo Kutofanya kazi ya ujenzi, uchimbaji, kuchenjua, kubadiri matumizi au kuharibu miundombinu ya mto au kingo za mto bila kupata kibali kutoka kwa Baraza la Mazingira au Mamlaka ya Serikali za Mitaa (Afisa Mazingira Wilaya) (**Kifungu Namba 55(1) – (2) cha Sheria ya Mazingira ya Mwaka 2004**);
4. Kutofanya kazi za uchimbaji ndani ya mita 200 toka kwenye makazi ya watu (**Kifungu cha 95(b) cha Sheria ya Madini Sura namba 123**);
5. Kutofanya kazi za uchimbaji ndani ya mita 100 toka kwenye miundombinu ya barabara isipokuwa kwa ruhusa ya maandishi (*Written Consent*) toka kwenye mamlaka husika (**Kifungu cha 95(f) cha Sheria ya Madini Sura namba 123**);
6. Kuweka alama za mipaka (*Beacons*) ya eneo la leseni (**Kanuni ya 8 ya Kanuni ya Leseni za Madini ya mwaka 2018**);
7. Kuwasilisha mpango wa uhifadhi mazingira (*Environmental Protection plan EPP*) kabla ya kuanza shughuli za uchimbaji katika eneo la leseni (**Kanuni Na.3 Kanuni za Madini (Utunzaji Mazingira kwa wachimbaji wadogo) ya mwaka 2010**);
8. Kuwasilisha taarifa za utendaji kazi kila mwezi (**Kanuni ya 16 ya Kanuni ya Leseni za Madini ya mwaka 2018**);

9. Kulipa mrabaha unaotokana na uzalishaji wa Madini (**Kifungu cha 87 cha Sheria ya Madini ya Sura namba 123**);
10. Kulipa ada ya mwaka (*Annual Rents*) ya leseni yenu/zenu kwa kila inapofika tarehe ya kutolewa kwa leseni yenu/zenu. (**Sheria ya Madini Sura namba 123, Kanuni Na. 10 ya Kanuni za leseni za Madini (*Mineral Rights*) ya mwaka 2010**);
11. Kuwasilisha kiapo cha uadilifu (*Statement of Integrity Pledge*),-(**Kifungu cha 54 cha Sheria ya Madini Sura namba 123**);
12. Kulipia tozo mbalimbali zinazotambulika kisheria katika mamlaka za Serikali za mitaa kwenye maeneo ya leseni yako/yenu/zenu. (**Kwa mujibu wa Sheria ndogo ndogo (By Laws) za mamlaka husika**);

NOTE

Mamlaka ya utoaji leseni Madini inaweza kusitisha au kufuta leseni kutokana na mmiliki wa leseni kushindwa kutekeleza matakwa ya sheria ya Madini na Kanuni zake, Kifungu (**Kifungu cha 63 cha Sheria ya Madini Sura namba 123**)



Mha. Nyaisara F. Mgaya
Kny: **KATIBU MTENDAJI**
TUME YA MADINI

Sahihi ya mpokeaji; 

Jina; Joshua S. Kari

Tarehe; 11/6/24