

**MINING OPERATIONS & MANAGEMENT
AGREEMENT**

采矿运营管理协议

BETWEEN

之间

Xiancheng International Ltd

&

YUETONG COMPANY LIMITED

MINING OPERATIONS & MANAGEMENT AGREEMENT
采矿运营和管理协议

This **AGREEMENT** is made on the day of 07/Aug 2024.
本协议于 2024 年 08/07 日订立。

BETWEEN

XIANCHENG INTERNATIONAL LTD, a company incorporated in Tanzania with Incorporation number 1.75.856102 (herein referred to as "**Party A**") which expression shall where the context so requires or admits includes their successors in title and assigns of the first part.

XIANCHENG INTERNATIONAL LTD，一家在坦桑尼亚注册成立的公司，注册号为 1.75.856102 (以下简称 "甲方")，在上下文需要或允许的情况下，包括其所有权继承人和第一部分的受让人。

AND

YUETONG COMPANY LIMITED, a company incorporated in Tanzania with Incorporation number 100767 (herein referred to as "**Party B**") which expression shall where the context so requires or admits includes their successors in title and assigns of the other part.

YUETONG COMPANY LIMITED，一家在坦桑尼亚注册成立的公司，注册号为 100767。(以下简称 "乙方")，在上下文要求或允许的情况下，该表述应包括其所有权继承人和另一方的受让人。

Both Parties shall be referred to as Parties or Party in singular.
双方均应称为缔约方或单数缔约方。

WHEREAS 鉴于

- i. The Party B is a company limited incorporated in Tanzania with existing mineral rights of sand and gravel, and a plant located at Bagamoyo, Lugoba
乙方是一家在坦桑尼亚注册成立的有限公司，现有砂石开采权，工厂位于 Bagamoyo, Lugoba
- ii. Party A shall undertake to obtain possession and custody of the related mineral operations and sites including but not limited to the provision of necessary equipment under this agreement, upgrading of the production

capacity, control, management and supervision of the relevant sites and the associated operations currently under Party B's entitlement on the basis of current machinery and equipment and to undertake the related operations of mining, production and trading for the purposes under this agreement.

甲方应承诺使用和保管相关的矿产业务和场地，包括但不限于根据本协议提供必要的设备，提高生产能力，控制、管理和监督相关场地以及在现有机械设备的基础上目前属于乙方权利的相关业务，并根据本协议的目的进行相关的采矿、生产和贸易业务。

- iii. Both parties are desirous to enter into a mining operations contracting, tenure and assignment agreement in respect of the said subject matter and any other incidental operations and processes thereto.

双方均希望就上述标的物及其任何其他附带业务和流程签订采矿业务承包、保有权和转让协议。

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

兹协议如下

1. PURPOSE 目的

- i. That Party B hereby enters into an exclusive mining tenure and operation agreement with Party A for the agreed purpose as above herein provided to provide the necessary machineries, equipment, expertise, supervision and management and to undertake and advance the provided operations.

乙方特此与甲方签订独家采矿权和经营协议，以实现上述商定目的，提供必要的机械、设备、专业知识、监督和管理，并开展和推进所提供的业务。

- ii. Party B is located in Lugoba ward Makombe village.....(address) sand and gravel plant and mine a (mining right expiry date:), sand and gravel plant existing production equipment name, model: Makombe Village

乙方位于 Lugoba ward Makombe village (地址) 砂石厂及矿山一座 (采矿权到期日:), 砂石厂现有生产设备名称、型号 (详情见附件)。

- iii. All related licenses and permits of the mining operations subject to this agreement shall be annexed herein and form Part of this agreement and each Party shall be fully furnished the same before the final execution of this agreement and beginning of operations. Party B shall ensure proper

and smooth handover of the same to enable Party A to undertake their performance as provided herein.

本协议所涉采矿作业的所有相关执照和许可证应作为本协议的附件，并构成本协议的一部分，各方应在最终签署本协议和开始作业之前充分获得这些执照和许可证。乙方应确保妥善、顺利地移交上述文件，以便甲方能够按照本协议的规定履行其职责。

2. DURATION OF COOPERATION 合作期限

- i. This agreement shall commence on the date first written above and remain in full force and effect for an initial period of 1.0 years (the initial Term) and at the end the initial Term this agreement, the Parties have the right to extend or reduce the term of the agreement depending on the actual situation of operation.

本协议自上文首写之日起生效，并在 1.0 年的初始期限（初始期限）内完全有效，在本协议初始期限结束时，双方有权根据实际经营情况延长或缩短协议期限。

- ii. If the term of the agreement expires and the parties do not renew the same, but Party A continues with either the operations, the leasing activities, etc., the activities shall continue to be implemented in accordance with the terms of this contract.

如果协议期满，双方不再续签协议，但甲方继续开展经营、租赁等活动，则应按照本合同的条款继续开展活动。

- iii. Party B is required to provide copies of valid business license, mining right permit, account opening permit, vehicle driving license, driver's license, vehicle insurance (compulsory and commercial insurance), and ID cards of legal representatives at all duration of performance of this agreement.

乙方在履行本协议期间，需提供有效的营业执照、采矿许可证、开户许可证、车辆行驶证、驾驶证、车辆保险（交强险、商业险）、法定代表人身份证复印件。

3. Rights and Obligations of Party A 甲方的权利和义务

- i. Party B shall release and deliver to Party A the machinery and equipment to the site facilities and mine resources stipulated herein before the day of 2020/09/10 and keep the condition of the

equipment, the mining site and mine resources in line with the agreed use during the term of this agreement.

乙方应在2024/08/08日前向甲方授权交付使用本协议规定的机械设备、场地设施和矿山资源，并在本协议有效期内保持设备、矿山场地和矿山资源的状况符合约定用途。

- ii. If Party B delays the delivery, the term of the agreement shall be adjusted based on the actual date of delivery, and Party B shall bear the loss caused to Party A.

乙方延期交货的，协议期限按实际交货日期调整，由此给甲方造成的损失由乙方承担。

- iii. Party B shall undertake to deliver equipment, sites and mines, to ensure that there is no property rights objections and without any economic disputes, before the delivery date. Party A shall not be responsible of any and all the debts and liabilities of Party B.

乙方应承诺在交货日前交付设备、场地、矿山，保证无产权异议，无任何经济纠纷。甲方不承担乙方的任何及一切债权债务。

- iv. Before the delivery date, Party B must ensure that there are no objections related to property and mining rights and that there are no any disputes, debts or liabilities associated with the same to ensure a smooth transfer of assets and properties without legal or financial complications for Party A. Additionally, Party A shall not be held liable for any debts or obligations incurred by Party B in relation to this performance and in case of breach of this term, Party B shall bear the loss suffered by Party A.

乙方负责向甲方交付设备、场地和矿山。在交付日期之前，乙方必须确保财产权和采矿权没有任何异议，也没有任何与此相关的纠纷、债务或负债，以确保资产和财产顺利转移，不给甲方带来法律或财务上的麻烦。此外，甲方不承担乙方因履行本条款而产生的任何债务或义务，如违反本条款，乙方应承担甲方所遭受的损失。

- v. The machinery and equipment provided by Party B must have good performance, complete functions, neat appearance and meet Party A's production requirements. At the same time, Party B shall spray Party A's logo and mark according to Party A's requirements.

乙方提供的机械设备必须性能良好、功能齐全、外观整洁，符合甲方生产要求。同时，乙方应按甲方要求喷涂甲方标识和标志。

- vi. Party B shall undertake to ensure all transfers are completed efficiently and shall undertake to assist Party A in obtaining all necessary rights and permits to enable proper and effective functions and operations under this agreement. During the cooperation period, Party B shall be responsible for coordinating all the relations between the sand and gravel mining plant and the government departments as well as ensuring the furnishing of all related costs.

乙方应承诺确保有效完成所有转让，并应承诺协助甲方获得所有必要的权利和许可，以便根据本协议正常有效地履行职能和开展业务。在合作期间，乙方应负责协调砂石开采厂与政府部门之间的所有关系，并确保提供所有相关费用。

4. Rights and obligations of Party A 甲方的权利和义务

- i. Party A shall be responsible for upgrading mining equipment and sand and gravel production, including investing in excavators, dump trucks, and loaders. The property rights for this equipment belong to Party A. If Party B wishes to continue using the upgraded machinery after the cooperation period, they will be charged at market price rates.

甲方负责升级采矿设备和砂石生产，包括投资购买挖掘机、自卸车和装载机。合作期满后，如果乙方希望继续使用升级后的机械，将按市场价格收费。

- ii. The Party A will oversee and be in charge of all activities taking place at the mining including management, operation and logistic infrastructure however this will not prevent Party A from requiring any necessary assistance from Party B.

甲方将监督和负责矿区的所有活动，包括管理、运营和后勤基础设施，但这并不妨碍甲方要求乙方提供任何必要的协助。

- iii. The cost of the production process is Party A's responsibility, management and sales personnel are Party A's personnel, wages, insurance, and all related processes. Party A shall also be responsible for payments, and for the safety of Party B's equipment and property.

生产过程中的费用由甲方负责，管理人员、销售人员由甲方负责，工资、保险及所有相关流程由甲方负责。甲方还应负责付款以及乙方设备和财产的安全。

- iv. Party A operates externally under the company name of Xiancheng International limited and shall issue invoices for the sale of sand and gravel, and Party B shall issues invoices for Party A for rental fee.
甲方以宪诚国际公司名义对外经营，开具砂石销售发票，乙方为甲方开租赁发票。

5. Payments 付款

- i. Party A shall pay Party B the lease fee in strict accordance with the provisions of this Agreement.
甲方应严格按照本协议的规定向乙方支付租赁费。
- ii. If Party B is unable to issue invoices with the contracted tax rate due to changes in national tax policies or Party B's reasons, the necessary adjustments shall be made and any increased cost due to Party B's negligence or fault in any such inability or delays under these circumstances shall be borne by Party B.
如因国家税务政策变化或乙方原因导致乙方无法按合同约定税率开具发票，应进行必要的调整，在此情况下因乙方疏忽或过失导致无法开具或延误开具发票而增加的费用由乙方承担。
- iii. Party B shall not assign all or part of the rights in the contract to a third party. Otherwise, Party B shall reimburse Party A 20 per cent of the total amount of the contract for breach of contract and pay damages for any loss suffered due to any such assignment.
乙方不得将合同中的全部或部分权利转让给第三方。否则，乙方应向甲方偿付合同总金额 20% 的违约金，并赔偿因任何此类转让而遭受的任何损失。
- iv. During the leasing period, without Party A's consent, Party B shall not ask to adjust the unit price of this contract for any reason. If Party B stops leasing due to price adjustment, it will voluntarily bear 20% of the amount of liquidated damages; and if Party B stops leasing and delays Party A's work schedule, Party B undertakes to bear all direct or indirect economic losses caused by Party A, and Party A has the right to deduct from any of the sums of money from Party B as a matter of priority.

租赁期间，未经甲方同意，乙方不得以任何理由要求调整本合同单价。如乙方因价格调整停止租赁，自愿承担 20% 的违约金；如乙方停止租赁，延误甲方工期，乙方承诺承担由此给甲方造成的一切直接或间接经济损失，甲方有权从乙方任何款项中优先扣除。

6. Settlement of Lease Payments 租赁付款结算

- i. The rental fee will be 15,000 USD per month.
租金或承包费用每月 15000 美元。
- ii. The payments shall be made to the following Bank Accounts:
付款应存入以下银行账户：

PARTY A

Name of Bank: Diamond Trust Bank
Name of Account Holder: Xian Cheng International Ltd.
Account Number: 03128190010

PARTY B

Name of Bank: Equity Bank prestige Branch
Name of Account Holder: Yue Tong Company Limited
Account Number: 3006211216698

- iii. Both parties will settle the leasing fee on a monthly basis and Party B will invoice the leasing fee on a monthly basis based on the settlement amount.
双方按月结算租赁费，乙方根据结算金额按月开具租赁费发票。

7. Payment of expenses 费用支付

- i. The payment method agreed upon by the parties under this agreement is payment by dollar.
双方在本协议中约定的付款方式为美元付款。
- ii. Previous settlement cycle of payments shall be made by the 30th day of the following month from the date of issuance of the Settlement Report.

上一个付款结算周期应在结算报告发布之日起的下个月 30 日之前完成。

- iii. Party B must provide invoices in accordance with Party A's financial requirements when receiving payment, and it is a prerequisite for Party B to provide invoices in accordance with the agreement of this contract, otherwise Party A has the right to postpone the period for payment of contractual amounts and it does not constitute a breach of contract.

乙方在收款时必须按照甲方财务要求提供发票，乙方按照本合同约定提供发票是前提条件，否则甲方有权顺延合同款项支付期限，不构成违约。

- iv. Each Party undertake that they have fully understood the provisions of the above terms and the commercial risks arising therefrom, and that they have voluntarily agreed to the terms and all adverse consequences arising therefrom.

各方承诺已充分理解上述条款的规定及由此产生的商业风险，并自愿同意这些条款及由此产生的所有不利后果。

8. Liability for breach of contract 违约责任

- i. Both Parties shall strictly fulfil the terms and conditions stipulated in this agreement, and if either Party defaults, the defaulting party shall be liable for the breach and shall compensate for the economic loss of the injured Party.

双方应严格履行本协议规定的条款和条件，如任何一方违约，违约方应承担违约责任，并赔偿受害方的经济损失。

- ii. During the lease period, if any dispute related to Party B affects Party A's use of the contracted equipment or performance of this agreement, Party B shall bear the full liability for the losses suffered by Party A. If Party B is unable to continue the performance of this contract as a result, Party B shall pay to Party A liquidated damages equivalent to 10 per cent of the total leasing fee stipulated in this contract and shall ensure transfer back to Party A of all properties and rights belonging to them.

在租赁期内，因乙方原因发生纠纷，影响甲方使用合同设备或履行本合同的，乙方应对甲方遭受的损失承担全部赔偿责任；如因此导致乙方无法继续履行本合同的，乙方应向甲方支付相当于本合同约定租赁费总额 10% 的违约金，并保证将属于乙方的所有财产和权利移交回甲方。

9. Termination of the Contract 合同的终止

- i. The Parties have the right to terminate this agreement by issuing 90 days' notice to the other Party with the reasons of termination stated thereof.
i. 双方有权提前 90 天通知对方终止本协议，并说明终止原因。
- ii. This contract can come to an end in the event of new government order and directives that will permanently impede all operations activities.
如果政府发布新的命令和指令，永久性地阻碍所有业务活动，则本合同可能终止。
- iii. In the event this contract is terminated the Parties will have right to move all the machineries and available infrastructure under their title and legal possession from the areas of operations hereunder to their possession at any place of their own choice.
在本合同终止的情况下，双方有权将其所有权和合法拥有的所有机器和现有基础设施从合同规定的作业区转移到自己选择的任何地方。
- iv. Under the termination of the agreement, the parties shall assess the liabilities and obligations of each Party and settle the same in accordance to the entitlement of each Party. The parties to the agreement shall prepare a Mineral Operations Close plan which they can implement and follow all proper procedures.
在协议终止时，各方应评估各自的责任和义务，并根据各自的权利进行结算。协议各方应制定矿产业务关闭计划，并遵循所有适当程序予以实施。

10. Confidentiality 保密性

Both parties agree to maintain confidentiality and not to disclose any details or information on the intended business association or any terms of this agreement to other 3rd parties save only to its advisors counsel employees and affiliates as each party deems necessary and any such appropriate disclosure if required by applicable laws. Breach of this Part shall impose liability on the breaching Party.

双方同意保守机密，不向其他第三方披露有关意向业务合作或本协议任何条款的任何细节或信息，仅在双方认为必要时向其顾问、法律顾问、雇员和关联方披露，以及在适用法律要求时进行适当披露。违反本部分规定应由违约方承担责任。

11. Dispute Resolution 争议解决

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties. Failure to reach settlement, the matter will be referred to a court of competent jurisdiction at Tanzania.

因本协议引起或与本协议有关的任何争议应在双方之间友好解决。如果未能达成和解，此事将提交给坦桑尼亚有管辖权的法院。

12. Execution of this Agreement 本协议的签署

This agreement shall be signed in three original copies and it shall supercede every other previous agreement orally and or written made on any matter herein provided by parties.

本协议正本一式三份，取代双方此前就本协议规定的任何事项达成的所有其他口头或书面协议。

13. Applicable Laws 适用法律

This agreement shall be governed under the laws of Tanzania being in force.
本协议受坦桑尼亚现行法律管辖。

14. FORCE MAJEURE 不可抗力

- i. In any case where unforeseen situations events or effects such as acts of God, war, weather, fire, civil unrest, and any other reasonable cause, which is beyond a party's anticipation or control (called "force majeure" cause) arise affecting the correct execution of this agreement, the Parties shall not be considered responsible nor liable of non-performance, losses and damages occurred as long as the conditions set in this agreement are observed.

在任何情况下，如天灾、战争、天气、火灾、内乱等不可预见的事件或影响，以及任何其他超出一方预料或控制的合理原因（称为"不可抗力"原因）影响本协议的正确执行，只要遵守本协议规定的条件，双方均不对所发生的不履约、损失和损害负责或承担责任。

- ii. The affected Party who is unable to comply with the provisions of this agreement to carry out the responsibilities required herein must notify the other Party immediately within 24 working hours and shall undertake to do all necessary activities and processes to ensure execution of this agreement.

受影响的一方如果无法遵守本协议的规定，履行本协议要求的责任，必须在 24 个工作日内立即通知另一方，并应承诺开展一切必要的活动和程序，以确保本协议的执行。

iii. Should the force majeure cease, the affected Party shall notify the same to the other Party and the plan to proceed with the performance of this agreement.

如果不可抗力停止，受影响的一方应将此情况和继续履行本协议的计划通知另一方。

15. Severability 可分割性

Should any clause / terms of this Agreement become invalid or unenforceable, it shall not affect the remaining clauses. The ineffective or unenforceable clauses shall be replaced by primarily such effective and enforceable terms, that are as close to the original clauses from legal or business aspects as permissible by the laws and the rest of the Agreement shall remain in full force and effect without the invalid or unenforceable clauses / terms.

如果本协议的任何条款失效或无法执行，不应影响其余条款。无效或不可执行的条款应主要由有效和可执行的条款取代，这些条款应在法律或商业方面允许的范围内尽可能接近原始条款，协议的其余部分应在没有无效或不可执行的条款的情况下保持完全的效力和作用。

16. Integrated Agreements, Supplements and Modifications 综合协议、补充和修改

The Parties hereby acknowledge and agree that this agreement may be negotiated further and entered into supplementary agreements. These shall be integrated as parts of one unified agreement only if such supplementary agreements are made in writing. The Party intending to make any additional changes or supplementary arrangements shall serve the other Party an immediate written notice of not less than 14 working days to the other Party's recognized address or that which is supplied by the Party to be notified. Service by recognized electronic mail, post or delivery note shall be sufficient.

双方特此承认并同意，本协议可进一步谈判并签订补充协议。只有在补充协议以书面形式订立的情况下，这些补充协议才应作为统一协议的组成部分。有意做出任何额外变更或补充安排的一方应立即向另一方发出书面通知，并在不少于 14 个工

作日内送达另一方的公认地址或由被通知方提供的地址。通过公认的电子邮件、邮寄或送货单送达即可。

IN WITNESS whereof the parties hereto have executed these present on the day and year and in the manner herein after appearing.

本协定双方于 年 月 日以下述方式签署本协定，以昭信守。

SEALED with the COMMON SEAL

of the said, **XIANCHENG INTERNATIONAL LTD**

COMPANY LIMITED and **DELIVERED** in the

presence of us at **DAR ES SALAAM**

on this day of 2024.



王立志

PARTY A



AUTHORIZED PERSONS

Signature: 王立志

Name:

Address:

Designation:

Signature: [Handwritten Signature]

Name:

Address:

Designation:

BEFORE ME

Signature: [Handwritten Signature]

Name: Godfrey Joseph Chitawala

Address: P.O. Box 2884 DSM

Designation: Advocate.

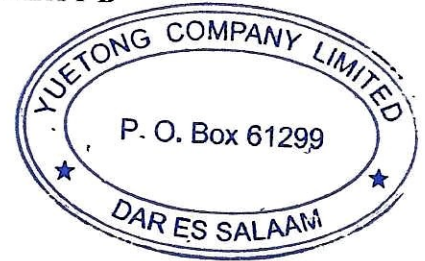


SEALED with the **COMMON SEAL**
of the said, **YUETONG COMPANY LIMITED**
and **DELIVERED** in the presence of us at
DAR ES SALAAM
on this day of 2024.



[Handwritten signature]
.....

PARTY B



AUTHORIZED PERSONS

[Handwritten signature]
Signature:
Name:
Address:
Designation:

Signature:
Name:
Address:
Designation:

BEFORE ME:

Signature:
Name:
Address:
Designation:

附:

Machine name 机械名称	Specification 规格型号	mechanical state 机械状态	unit (of measure) 单位	quantities 数量	price of item 单价	sum of money 金额	Number of operators 操作员人数	Remarks 备注
stone crusher 碎石机		Year						
wheel loaders 装载机		3 years						
Facilities 场地设施		5 years						
colour steel shed 彩钢棚								
Total amount 合计金额:			Upper case (大写):					
			Lower case (小写):					
			RMB					