

AGREEMENT FOR SALE OF MINERAL RIGHTS

BY AND BETWEEN

**MS. HUSENI ABDALLAH KIYAUKI acting under power of Attorney
donated by BABU ABDALLA PAMUI, RASHID HASSAN NAKUMBYA,
RIZIKI ISMAIL GWAJE, WILBERT GODFREYKAROMBA and
PROSPER PAUL MASAWA.**

And

MS. STONE FLOWER COMPANY LIMITED

**For SALE AND PURCHASE OF PML 0853LND, PML 0854LND, PML
0855LND, PML 0856LND, PML 0859LND, PML 0860LND, PML
0861LND, PML 0862LND, PML 08563LND, PML 0864LND,
PML01093LND, PML1094LND, PML1095LND and PML1096LNND
located at Lindi Rural District Tanzania.**

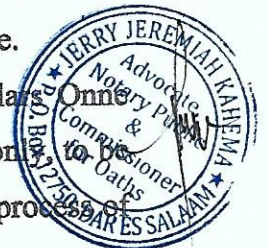
PML1096LNND located at Lindi Rural District , in Tanzania, which is rich in GRAPHITE, for prospecting of GRAPHITE, with a size of Approximate 124.06 Hectares (“Licensed Area”), and defined by lines of latitude and longitudes enclosed in Appendix A, which has been granted by the Ministry of Energy and Minerals of Tanzania (“the Ministry”) pursuant to the Mining Act, 2010 (“the Mining Act”),
-Is free of any charge, encumbrance and rights of third parties, and Sellers has not signed any option and/or sale etc. agreement regarding the License; and Attached herewith is a copies of the License marked as Annex A constituting part of this agreement

C. the seller has offered to sell the 14 GRAPHITE PML and the buyer has agreed to buy the said Nickel Licenses as it is more particularly as described and referred to above;

D. AND WHEREAS the Buyer is desirous of purchasing the said 14 PML Licences and the Sellers are desirous of selling the same to the Buyer.

NOW THIS AGREEMENT, for good and valuable consideration, the receipt and sufficiency of which acknowledged by the parties and on the terms and conditions as hereafter set forth in this Sale Agreement, the Parties agree as follow;

1. That in pursuance of the said agreement and in consideration of United States Dollars Four Hundred and Twenty Thousand Dollars Only (USD. 420,000.00) only, to be paid by the buyer Respectively, the Seller does hereby dispose by way of absolute sale to the buyer all that is comprised in the 14 PML License described above.
2. The Buyer covenants to pay 30 percent payment cum United States Dollars One Hundred Twenty-Six Thousand four twenty Dollars Only (USD. 126,000) only, paid on or before 22nd march 2024 and the buyer shall commence with the process of changing/transferring the said licenses from PML to ML respectively.
3. That the seller shall give the original Copies of all PML to the buyer before depositing the said amount to the sellers Account number.
4. That the buyer shall pay the remaining 70 percent cum United States Dollars Two Hundred Ninty Four Thousand Only (USD. 294,000) shall be paid to the seller after transferring ownership from the seller’s name to the buyer’s name respectively.
5. The sellers have collectively Agreed that All the proceeds for payment with respect to this contract shall be deposited in the Account of the seller by the names of HUSENI ABDALLAH KIYAUKI with, Account No.033206007056, NBC Bank,



Handwritten signatures in blue ink, including the name "Dank".

6. That upon receipt of the consideration fee in clause 4 above the Sellers forfeits their rights to negotiate the Licensed Area with any other third party and shall forthwith cause the Licences to be transferred to the Buyer without unnecessary delay and guarantees that the Licence is free and clear from any lien or encumbrance
7. The seller, by signing and execution of this agreement, acknowledges to have received the part payment price herein stipulated and acknowledges that, his beneficiaries, assigns, and any other person claiming under his title, shall have no claim whatsoever from and against the buyer in respect to this transaction.
8. The buyer shall do all that is required to effect the transfer of the said 14 PML License unto himself upon permissions required for the completion of the sale, and the seller undertakes to give all and appropriate assistance as would be required to effect the transfer.
9. The seller hereby further covenants with the buyer that wherever reasonably required by the said buyer, and at the cost of the buyer, the seller shall do all other acts, and shall sign and execute any other deeds and writings for further and better assuring the said coal mine hereby sold is conveyed and legally transferred to the Purchaser.
10. The seller hereby declares that he shall hand over to the buyer all documents ie the 14 PML Licenses immediately after payment of money and upon execution of these presents, and shall further hand over to and place the buyer in possession of the said Nickel licenses hereby granted, transferred and assigned unto the buyer immediately upon the execution of these presents.
11. No part of this agreement may be altered or amended in absence of the written consent of the parties, save that the parties shall negotiate in good faith on amendments to this agreement satisfactory to the parties and with substantially the same commercial benefits of a party is advised by its tax or legal advisors that such amendments are required in order to obtain a better tax or legal result consistent with the party's commercial intention
12. This Agreement and its application and interpretation shall be governed and interpreted in accordance with the laws of Tanzania with respect to any property situated in Tanzania or any obligation, transaction to be performed in Tanzania pursuant to documents or other writings and undertakings prepared or performed subject to the laws of Tanzania, including but not limited to the Mining Act as amended from time to time, or performance of which is sought before the courts of Tanzania.



13. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity of the same shall be settled by arbitration in accordance with the Tanzanian Laws and Rules of procedures.
14. All parties agree to observe high standard of professional conduct, ethics, skills and abide to the laws to avoid any possible liabilities to either party and any party which shall be responsible for such liabilities shall indemnify the other party in case of any monetary loss.
15. Each of the parties hereto shall be excluded from the performance of its obligations by any event of force majeure occurring, and such excuse shall continue so long as the condition constituting such force majeure continues plus thirty days after termination of such conditions, for the purpose of this agreement, force majeure events are defined to include causes beyond the control of either party including without limitation to acts of God, regulations or law of any government, war, civil commotion, destruction of production facilities materials by fire, earthquake or storm, labor disturbances, epidemic and failure of public utilities.
16. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted agents and assigns
17. This Agreement and any other correspondents between the parties may be executed in any number of counter parts which may be delivered by the fax or electronic means and the respective dates of execution of the separate counterparts shall be deemed to be effective and shall be deemed dully saved upon the parties.
18. The Legal fees for preparing this Agreement shall be paid by the Buyer

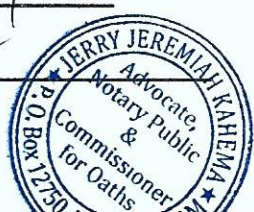
In witness whereof, the seller and the buyers have hereunto set their respective hands to this agreement on the day, month and year first above herein written.

SIGNED by the said
 MS. HUSENI ABDALLAH KIYAUKI
 Who is known to me personally/
 Identified to me by.....
 the latter being known to me personally
 this 8th day of March, 2024

[Handwritten Signature]

seller

In the presence of a Notary Public: -
 Name: Jerry J. Kahema
 Signature: [Handwritten Signature]



Postal Address:

12750

[Handwritten signature]

Designation:

Advocate

SEALED with the common seal of the said
MS. STONE FLOWER COMPANY LIMITED

Who is known to me personally/

Identified to me by.....

the latter being known to me personally

SEAL

this *[Handwritten]* day of *March*, 2024



Signed by.

Name: *HOJ JENG PARK*

Signature: *[Handwritten signature]*

Qualification: Director.

Name: *Byeong kwon Kim*

Signature: *[Handwritten signature]*

Qualification: Director/Company secretary.

In the presence of a Notary Public: -

Name: *Jerry J. Kahema*

Signature: *[Handwritten signature]*

Postal Address: *P.O. Box 12750*

Designation: *Advocate*



THE UNITED REPUBLIC OF TANZANIA
THE REGISTRATION OF DOCUMENTS ACT
SPECIAL POWER OF ATTORNEY
(UNDER CAP. 117)
KNOW ALL MEN BY THESE PRESENTS

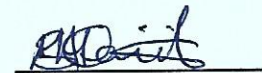
That we BABU ABDALLA PAMUI, RASHID HASSAN NAKUMBYA, ABDALLAH MOHAMEDI MANG'ONYOLA, WILBERT GODFREY KAROMBA all of P.O BOX 51 Ruangwa, Lindi Tanzania (hereinafter referred to as "Donor/Principal"), have constituted and appointed and by these present **DO HEREBY** make, constitute and appoint **HUSENI ABDALLAH KIYAUKI** (hereinafter referred to as "Donee") to be my true lawful Attorney for us and our names, place and our stead to do any or all of the following acts in relation to the sale of the primary mining licenses no PML01093LND PML1094LND, PML1095LND, PML1096LNDP, in case of the graphite mines in Lindi Rural District QDS 283/3 over an area described overleaf ANNEX A.

HEREBY GRANTING unto our Attorney full power and authority to execute and perform every act necessary to render effective act on our behalf on all activities in relation to the above mentioned property as though myself, has so performed it and **HEREBY APPROVING ALL** that he may do by virtue hereof with full right of substitution of her person and revocation of this instrument.

THIS POWER OF ATTORNEY GIVEN TO HUSENI KIYAUKA IS STRICTLY limited to acts, deeds and things lawfully done by us for our interest in connection with sale of the primary Mining licences no PML01093LND PML1094LND, PML1095LND, PML1096LNDP in case of the graphite mines in Lindi Rural District QDS 283/3 over an area described overleaf ANNEX A.

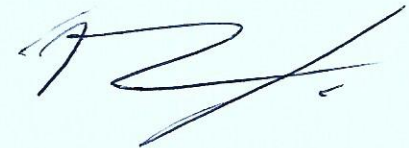
IN WITNESS WHEREOF, I have hereunto set my hand on this on the day of MARCH 2024 at RUANGWA,LINDI,TANZANIA

Solemnly **SWORN** and **DELIVERED**
by the said **BABU ABDALLA PAMUI**
who is known to me personally/identified
to me by _____
the latter being know to me personally
this 02 day of MARCH 2024



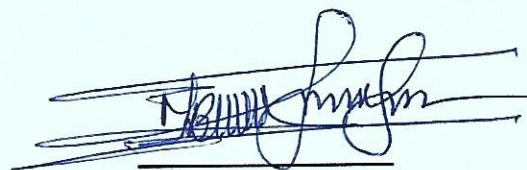
DONOR

Solemnly **SWORN** and **DELIVERED**
by the said **RASHID HASSAN NAKUMBYA**
who is known to me personally/identified
to me by _____
the latter being know to me personally
this 02 day of MARCH 2024



DONOR

Solemnly **SWORN** and **DELIVERED**
by the said **ABDALLAH MOHAMEDI MANG'ONYOLA**
who is known to me personally/identified
to me by _____
the latter being know to me personally
this 02 day of MARCH 2024



DONOR

Solemnly **SWORN** and **DELIVERED**
by the said **WILBERT GODFREY KAROMBA**
who is known to me personally/identified
to me by _____
the latter being know to me personally
this 02 day of **FEBRUARY 2024**



DONOR

BEFORE ME:

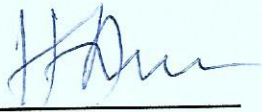
Signature: *JNds*
Name: **JESCA NDEMBEKA**
Postal Address: **76945 DSM**
Designation: **COMMISSIONER FOR OATHS:**



ACKNOWLEDGEMENT

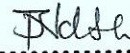
I, **HUSENI ABDALLAH KIYAUKA** do hereby acknowledge and accept to be an Attorney of the above afore mentioned under the terms and conditions contained in this SPECIAL POWER OF ATTORNEY and I Promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

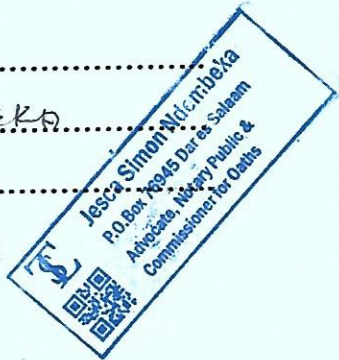
Solemnly **SWORN** and **DELIVERED**
by the said **HUSENI ABDALLAH KIYAUKA**
who is known to me personally/identified
to me by _____
the latter being know to me personally
this 02 day of **MARCH 2024**.



DONEE

BEFORE ME:

Signature: 
Name: **JESCA NDSMBEKO**
Postal Address: **76945 DSM**
Designation: **COMMISSIONER FOR OATHS:**



THE UNITED REPUBLIC OF TANZANIA
THE REGISTRATION OF DOCUMENTS ACT
SPECIAL POWER OF ATTORNEY
(UNDER CAP. 117)

KNOW ALL MEN BY THESE PRESENTS

That we BABU ABDALLA PAMUI,RASHID HASSAN NAKUMBYA,RIZIKI ISMAIL GWAJE,WILBERT GODFREY KAROMBA AND PROSPER PAUL MASSAWE all of P.O BOX 51 Ruangwa,Lindi Tanzania (hereinafter referred to as "Donor/Principal"), have constituted and appointed and by these present **DO HEREBY** make, constitute and appoint **HUSENI ABDALLAH KIYAUKI** (hereinafter referred to as "Donee") to be my true lawful Attorney for us and our names , place and our stead to do any or all of the following acts in relation to the sale of the primary mining licenses no PML0853LND PML0854LND,PML0855LND,PML0856LNDP,,PML0859LND,PML0860LND,PML0861LNDPML0862LND, PML08563LND,PML0861LND,in case of the graphite mines in Lindi Rural District QDS 283/3 over an area described overleaf ANNEX A .

HEREBY GRANTING unto our Attorney full power and authority to execute and perform every act necessary to render effective act on our behalf on all activities in relation to the above mentioned property as though myself, has so performed it and **HEREBY APPROVING ALL** that he may do by virtue hereof with full right of substitution of her person and revocation of this instrument.

THIS POWER OF ATTORNEY GIVEN TO HUSENI KIYAUKA IS STRICTLY limited to acts,deeds and things lawfully done by us for our interest in connection with sale of the primary Mining licences no ML0853LND PML0854LND,PML0855LND,PML0856LNDP,,PML0859LND,PML0860LND,PML0861LNDPML0862LND, PML08563LND,PML0861LND n case of the graphite mines in Lindi Rural District QDS 283/3 over an area described overleaf ANNEX A .

AGREEMENT FOR SALE OF MINERAL RIGHTS

This Agreement is made at Dar es Salaam this 2 day of March, 2024

By and between

MS. HUSENI ABDALLAH KIYAUKI acting under power of Attorney donated by BABU ABDALLA PAMUI, RASHID HASSAN NAKUMBYA, RIZIKI ISMAIL GWAJE, WILBERT GODFREYKAROMBA and PROSPER PAUL MASAWA of Postal Office Box.51 Rungwa Lindi, Arusha hereinafter referred to as "the Seller" (which expression shall include wherever applicable his heirs, executors, legal representatives and assigns) of ONE PART;

And

MS. STONE FLOWER COMPANY LIMITED, Postal Office Box Postal Office Box 34180, Plot No.119 Mwai Kibaki Street hereinafter referred to as "the Buyer" (which expression shall include wherever applicable his heirs, executors, legal representatives and assigns) of the OTHER PART:

WHEREAS:

- A. the seller is the law full owner of the said 14 PML 0853LND, PML 0854LND, PML 0855LND, PML 0856LND, PML 0859LND, PML 0860LND, PML 0861LND, PML 0862LND, PML08563LND, PML0864LND, PML01093LND, PML1094LND, PML1095LND and PML1096LND located at Lindi Rural District Tanzania;
- B. WHEREAS the Sellers have represented that they are the License Owners and lawful owner in possession of the following Mineral Rights; -

-Mineral License No PML 0853LND, PML 0854LND, PML 0855LND, PML 0856LND, PML 0859LND, PML 0860LND, PML 0861LND, PML 0862LND, PML 08563LND, PML 0864LND, PML01093LND, PML1094LND, PML1095LND and




IN WITNESS WHEREOF, I have hereunto set my hand on this on the day of MARCH 2024 at RUANGWA,LINDI,TANZANIA

Solemnly **SWORN** and **DELIVERED**
by the said **BABU ABDALLA PAMUI**
who is known to me personally/identified
to me by _____


DONOR

Solemnly **SWORN** and **DELIVERED**
by the said **RASHID HASSAN NAKUMBYA**
who is known to me personally/identified
to me by _____


DONOR

Solemnly **SWORN** and **DELIVERED**
by the said **RIZIKI ISMAIL GWAJE**
who is known to me personally/identified
to me by _____


DONOR

Solemnly **SWORN** and **DELIVERED**
by the said **WILBERT GODFREY KAROMBA**
who is known to me personally/identified
to me by _____




DONOR

Solemnly **SWORN** and **DELIVERED**
by the said **PROSPER PAUL MASSAWE**
who is known to me personally/identified
to me by _____



DONOR

BEFORE ME:

Signature: 

Name: **JESCA NDEMBEKE**

Postal Address: **76945 DSM**

Designation: **COMMISSIONER FOR OATHS:**



I, **HUSENI ABDALLAH KIYAUKA** do hereby acknowledge and accept to be an Attorney of the above afore mentioned under the terms and conditions contained in this SPECIAL POWER OF ATTORNEY and I Promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

Solemnly **SWORN** and **DELIVERED**

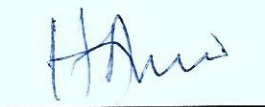
by the said **HUSENI ABDALLAH KIYAUKA**

who is known to me personally/identified

to me by _____

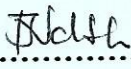
the latter being know to me personally

this 02 day of **MARCH 2024**.



DONEE

BEFORE ME:

Signature: 

Name: **JESCA NDEMBEKA**

Postal Address: **76943 DCM**

Designation: **COMMISSIONER FOR OATHS:**

