

JOINT VENTURE AGREEMENT

NALA QUARREL COMPANY LIMITED

AND

TANZANIA HANGTAI MINING DEVELOPMENT COMPANY
LIMITED

PREPARED BY

GAVEL ATTORNEYS

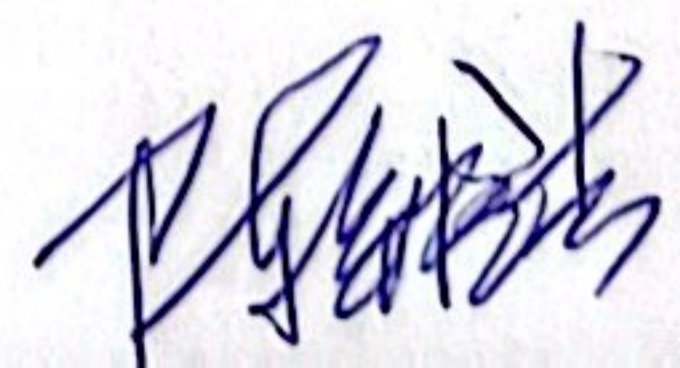
SHANEL PETER RICHARD (ADVOCATE)

P.O.BOX 4213-DODOMA

0785-792528 shanelpeterz@gmail.com

Joint Venture Agreement 1

Kamo



JOINT VENTURE AGREEMENT

THIS AGREEMENT is made as of the^{27th} day of *November*....., 2023

BY AND BETWEEN

NALA QUARREL COMPANY LIMITED, of P.O. BOX 441, DODOMA registered under the Companies Act with Registration No.(The "First Party"),

and

TANZANIA HANGTAI MINING DEVELOPMENT COMPANY LIMITED, of P.O. BOX 6276, DAR ES SALAAM, Company registered under the Companies Act with Registration No. (The "Second Party,") and collectively, (the "Parties").

WHEREAS the First Party is engaged in the business of Quarrying;

WHEREAS the Second Party is engaged in the business of Mining;

WHEREAS: Following the good relationship between The First Party and The second party, the two entered into this Joint Venture Agreement so that they jointly undertake the project of quarrying at Nala (site), within Dodoma City Council;

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the

Parties agree as follows:



1.0 FORMATION

The Joint Venture formed pursuant to this Agreement shall do business under the name HANGTAL-NALA QUARRY and shall have its legal address at P.O.BOX 6276, DAR ES SALAAM and nothing in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties.

2.0 PURPOSE

The Joint Venture shall be formed for the purpose of undertaking quarrying activities at Nala, within Dodoma City Council.

3.0 CONTRIBUTIONS

The Parties shall each make an initial contribution to the Joint Venture according to the following terms:

ON THE PART OF THE FIRST PARTY

3.1 First party shall provide license and the licensed area to disposal of the Second party so as for the Second party to perform its obligation under this agreement and shall be responsible to ensure that safety and health issues are maintained by coordinating with local and central government including social corporate responsibilities.

3.2 The First party shall ensure that Second party works in licensed area which is safe and stable.

3.3 The First party shall provide all necessary documents to the Second Party to ensure that the Second party works in a legal environment without any breach of the local laws and national laws.

3.4 That the First Party shall also assist Second party in marketing the products of the joint venture and shall also assist where necessary to collect payment which shall



be deposited in the account of the Second Party's account for purposes of accounting.

ON THE PART OF THE SECOND PARTY

3.5 Second party shall invest in the license and the licensed area by providing the amount of finance required ensuring that the plant is running properly.

3.4 Second party shall provide necessary technology and technical knowhow to establish the plant and technical knowhow to mine.

3.6 The Second Party shall take responsibilities of heading technical staff management of both human capital and equipment. In other words, the Second party shall be responsible for the whole process of production without the intervention of the First party.

3.7 That the Second party shall be responsible to employ staff that are skilled to undertake the quarrying activities.

3.8 That the second party shall also be responsible to undertake security and safe measures of all persons entering the quarrying area including providing safety gears to be worn at all the time while in the mining area.

3.9 That the Second party shall make advanced Payment and or provide a loan of Seven Thousand United States Dollars (USD 7,000) to the First Party for purposes of mobilization and construction of Kongwa Dolomite whereas the said payment shall be made through;

ACCOUNT NUMBER- 0152718513700

ACCOUNT NAME- JUMA NKAMIA



BANK- CRDB

3.10 That the loan amount/the Advanced payment shall then be deducted from the distribution of profits/revenue of subsequent production and sales.

4.0 DISTRIBUTION OF PROFITS/REVENUE

4.1 The First Party shall be entitled to Two Thousand Tanzania Shillings (Tsh. 2000) per ton sold from the site and the remaining amount shall remain for the Second Party to conduct business and other affairs. This payment shall be effected upon Receipt of payment from the buyers by the second party

4.2 That all payments stipulated on this section shall be made to the Bank Account provided/issued by the First party to the Second Party. In case of change of Bank account, The first Party shall inform the Second Part in Writing other words the account that shall be used shall be as bellow;

ACCOUNT NUMBER: 0152718513700

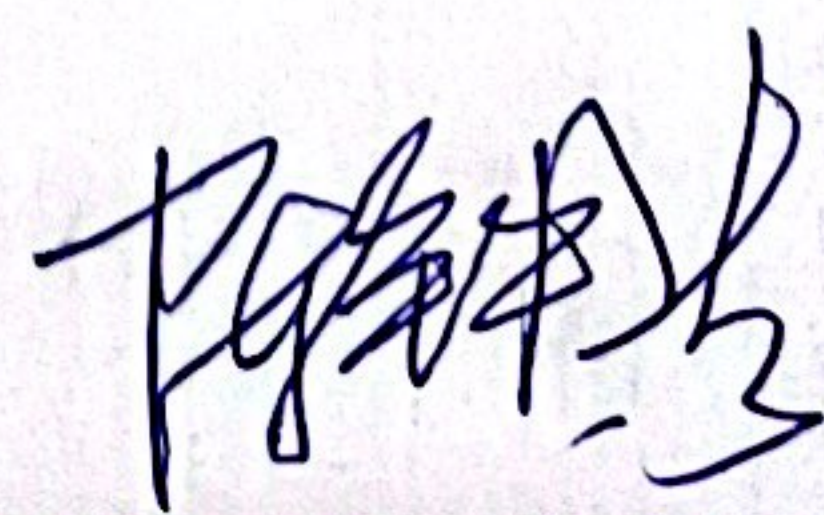
ACCOUNT NAME: JUMA NKAMIA

BANK: CRDB

5.0 MANAGEMENT

5.1 The Second Party shall manage the quarry site and any person employed therein and shall make sure that any person employed, the first party is informed to avoid illegal employment.

5.2 The First Party shall nominate/designate an employee who will work with the Second Party *whereas* the Second Party shall be responsible to pay the salary and other employment benefits of the said employee.



6.0 RESPONSIBILITIES OF THE PARTIES

- 6.1 The Second Party shall be responsible for the coordination of this project, at the above-mentioned site.
- 6.2 The Second Party shall be responsible for the mobilization, production and sales of the aggregates from the above-mentioned site.
- 6.3 The First party shall be responsible for processing all required licenses and permits of the quarry.
- 6.4 The First Party shall also be responsible to coordinate with both local and national authorities in safeguarding the whole activities of the project.

7.0 Scope of Work and Warranty

- 7.1 The parties represent the following to each other acknowledge that each party entering into this agreement is relying on these warranties.
- 7.2 That each party has not entered into and shall not enter into any arrangement that contradict the implementation of this agreement, or no party shall be a joint venture participant in a project of similar nature unless so agreed by both parties.
- 7.3 That each party is duly established under the laws of Tanzania and has ability to contract and implement this Joint Venture Agreement.

7.0 NO EXCLUSIVITY

Neither Party shall be obligated to offer any business opportunities or to conduct business exclusively with the other Party by virtue of this Agreement.

8.0 TERM

This Agreement shall remain in full force and effect, for a period of five years



11.0 FURTHER ACTIONS

The Parties hereby agree to execute any further documents and to take any necessary actions to complete the formation of the Joint Venture.

12.0 ASSIGNMENT

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party's assets, or is pursuant to a sale of a Party's business, then no consent shall be required. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party's assets or pursuant to a sale of the business, then written notice must be given of such transfer within 10 days of such assignment or transfer.

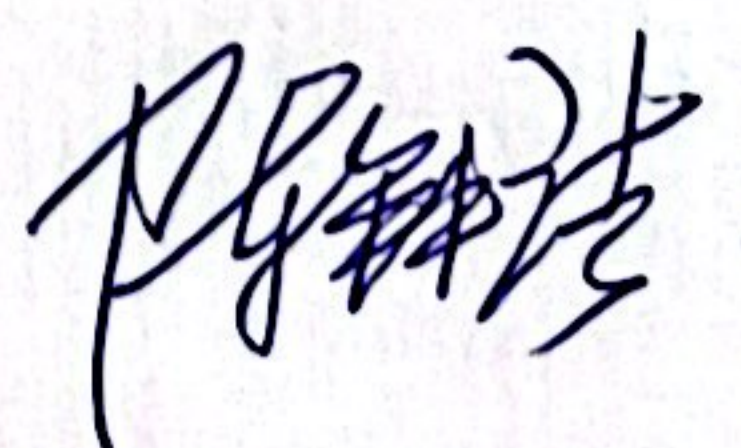
13.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between First Party and Second Party, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

14.0 GOVERNING LAW AND DISPUTE SETTLEMENT

14.1 The parties shall use their best effort to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

14.2 Any dispute or difference arising out of this contract or in connection therewith, which cannot be amicably settled between the parties shall be finally settled in accordance with the laws of Tanzania mainland for the time being force.



IN WITNESS THEREOF: - the parties have executed these presents on the manner and day as indicated herein below

SEALED by the Common seal of NALA

QUARRELCOMPANY LIMITED in our

presence this.....^{27th}.....day of *November*.....2023

}
.....

seal

Name: *Juma Elemani Nkamia*

Signature: *J Kamis*

Postal Address: *820 Cheeba*

Qualification: DIRECTOR

In the presence of:

Name: *Onesmo David Martin Issiah*

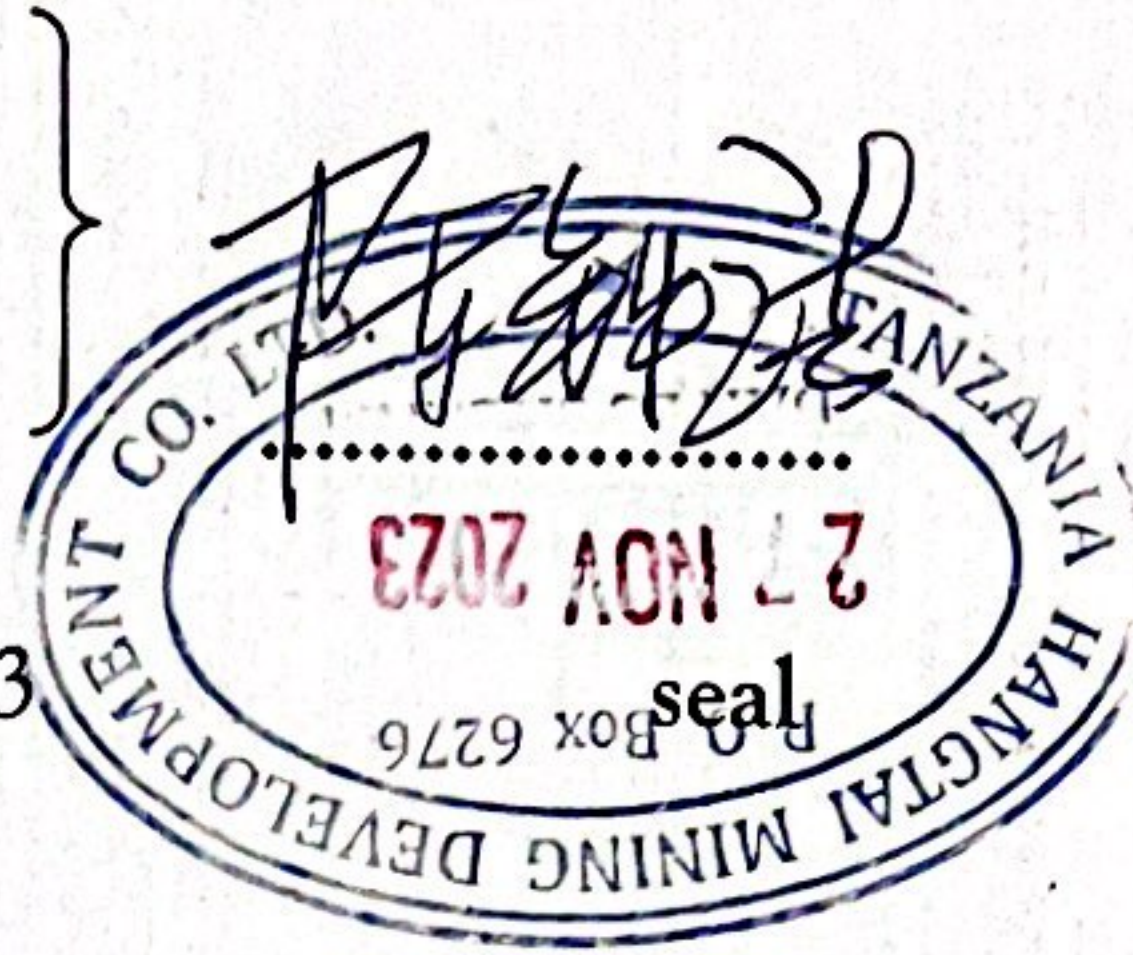
Signature: *[Signature]*

Postal Address: *17099 DODOMA*

Qualification: ADVOCATE



SEALED by the Common seal of
TANZANIA HANGTAI MINING
DEVELOPMENT COMPANY LIMITED



in our presence this 27th day of November 2023

Name: CHEN ZHONGFA

Signature: [Handwritten Signature]

Postal Address: P.O. Box 6276 DMR

Qualification: DIRECTOR

In the presence of:

Name: VANESSA MLUNGWANA MSANGI

Signature: [Handwritten Signature]

Postal Address: 1723, Dodoma

Qualification: COMMISSIONER FOR OATHS



ANNEX A

DESCRIPTION OF THE PRIMARY MINING LICENCE AREA

The Primary Mining Licence is at **Nala** area in **Dodoma Urban** District, QDS 162/1 defined by the following corner co-ordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 06 deg. 04 min. 37.10 sec.	35 deg. 34 min. 23.22 sec.
2	- 06 deg. 04 min. 37.50 sec.	35 deg. 34 min. 30.12 sec.
3	- 06 deg. 04 min. 48.50 sec.	35 deg. 34 min. 29.90 sec.
4	- 06 deg. 04 min. 48.80 sec.	35 deg. 34 min. 27.10 sec.
5	- 06 deg. 04 min. 42.80 sec.	35 deg. 34 min. 27.10 sec.
6	- 06 deg. 04 min. 42.10 sec.	35 deg. 34 min. 23.40 sec.



Legend	
Licensed area	
License Number	PML0495DOM
District	Dodoma Urban
Direction	

An area of approximately **4.96** Hectares.

ANNUAL RENT PAYMENTS

Year	ERV	Amount (TShs.)	Date	Signature & Stamp
1.	24333906	223,200/=	30/08/2019	
2.				
3.				
4.				
5.				
6.				
7.				

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF MINERALS

MINING COMMISSION

THE MINING (MINERAL RIGHTS) REGULATIONS, 2018

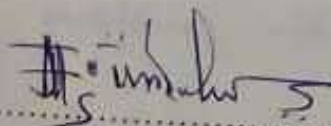
PRIMARY MINING LICENCE 0495DOM

The Mining Act, [Cap. 123 RE. 2002] as amended from time to time

The exclusive right, subject to the provisions of *The Mining Act, [Cap. 123 RE. 2002]* 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 Donald Simango Mejitii** of **P.O Box 2993 , Bahi, Dodoma, Tanzania** (hereinafter called the Licensee), to prospect and mine for **Aggregates**, at **Nala**, in **Dodoma Urban** District, QDS 162/1 over an area described in Annex A.

This Licence, unless sooner cancelled, suspended or surrendered pursuant to the provisions of *The Mining Act, [Cap. 123 RE. 2002]*, shall be valid for a period of **seven (7)** years, effective from the date of grant.

Granted this 04th day of September, 2019



Jonas M. Mwano
For: EXECUTIVE SECRETARY