

TECHNICAL SUPPORT AGREEMENT

1. SUBJECT OF THE AGREEMENT

- 1.1. **NABII ELIA MAKULI, ROBERT C. MABULA na JAMES MAKULU** of P.O. Box 25 Kiomboi (hereinafter referred to as "Collectively referred to as "**Licence Holders**") which expression shall, where the context so admits include successors and assigns in title on one part. And
- 1.2. **XINCHENG DEVELOPMENT INVESTMENT COMPANY LIMITED** a limited liability company duly incorporated and existing under the laws of Tanzania, and of Postal Office Box No 32698 Dar es Salaam (hereinafter called the "**Investor**") which expression shall include its successors and permitted assigns on the other part (Collectively referred to as "Parties")

2. BACKGROUD OF THE AGREEMENT

- 2.1. WHEREAS the Licence Holders are the lawful owner of Primary Mining Licences number PML00049SGD, PML007289CZ, PML007291CZ, PML007290CZ, PML007292CZ and PML1002SGD. All licences being for Metallic Minerals to prospect and mine for Gold at Misigiri Village in Iramba District, Singida Region. The 6 copies of the said Primary Mining Licences are hereby attached to this Agreement.
- 2.2. This Agreement is about mining for gold by **XINCHENG DEVELOPMENT INVESTMENT COMPANY LIMITED** in all areas under the Primary Mining licence of NABII ELIA MAKULI who shall obtain the approval and the final approval documents issued by the government to carry out comprehensive and legal prospecting and mining for gold. The Investor shall provide technical and financial support, and the scope of cooperation between the two parties is the area specified in the Licenses.
- 2.3. The Licence Holders and Investor have agreed to enter into Agreement for provision of technical support pursuant to Section 8(3) of the Mining Act.



3. DEFINITION

- 3.1. **Licence Holders:** refers to NABII ELIA MAKULI, ROBERT C. MABULA and JAMES MAKULU with the six Primary Mining Licenses/Prospecting Licenses included in this Agreement.
- 3.2. **Investor:** refers to **XINCHENG DEVELOPMENT INVESTMENT COMPANY LIMITED** that invests in technology, equipment, machinery and capital for the purpose of this Agreement.
- 3.3. **Mining licence:** refers to the six Primary Mining Licenses attached to this Agreement (Licence number includes PML00049SGD, PML007289CZ, PML007290CZ, PML007291CZ, PML007292CZ and PML1002SGD).
- 3.4. **Prospecting and Mining Zone:** refers to the entire area for prospecting and mining specified in the six Primary Mining Licenses/Prospecting Licenses.

4. HOLDING OF THE LICENSES AND OWNERSHIP OF THE EQUIPMENT INVESTED

- 4.1. The licenses shall continue to be held in the name of the Licence Holders, and the equipment invested by the investor shall be owned by the Investor.

5. EFFECTIVENESS OF THE AGREEMENT

- 5.1. This Agreement shall come into force from the date of signing. Both parties shall own the minerals produced in accordance with the proportion agreed upon compliance with the terms of this Agreement.

6. OBLIGATIONS OF THE PARTIES

- 6.1. **Time schedule for Licence Holders to handle the official approval document of prospecting and mining for gold**

The Licence Holders promises and guarantees to complete all government approval procedures, licenses, approval documents within 6 months from the date of signing this Agreement, so as to ensure that the gold in all mining



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areas can be formally and legally mined by both parties.

6.2. Licence Holders are obliged to ensure the effective implementation of this Agreement in the following ways.

- 6.2.1.** Not granting any user rights to any third party to operate a mining project in those particular licenses.
- 6.2.2.** Not entering into any other agreement or merge with any other organ or body without prior notice and consent in writing of the Investor.
- 6.2.3.** The Licence Holder shall not provide external guarantee in its own name or the name of the mine rights mentioned in this Agreement, including but not limited to guarantee, mortgage and pledge.
- 6.2.4.** Comply with laws and regulations obligatory to the Licence Holder.
- 6.2.5.** Comply with all requirement of the Mining Act, Cap. 123 and its regulations including renewal of the licence which shall not affect the implement of this Agreement.
- 6.2.6.** The Licence Holders are responsible for renting, buying the land needed within the license area; and coordinate the relationship of the entire mining area surrounded.
- 6.2.7.** The Licence Holders are responsible for coordinating the relationship with the government to ensure the smooth mining of both parties.
- 6.2.8.** The licence holders shall also comply with the following:-
- a) To pay royalty of gold productions of his 20% share of ore according to the agreement.
 - b) To pay government tax and statutory levy to the Tanzania Revenue Authority in accordance with the provisions of the Income Tax Act CAP: 332 R.E 2019 and subject to valid assessments that will be made by TRA to the relevant selling party. Each party shall pay tax, levy and any other statutory outgoings accordingly.
 - c) To handle matters of community relation.
 - d) To handle and implement all forecasted Environmental Matters that have been listed in the Environmental Protection Plan prepared by the parties.



The parties shall jointly honor the Environmental Protection as it was forecasted as well as any other issues related to or directed by relevant authorities.

6.3. Contribution of Licence Holders

Licence Holder's contribution in the Agreement is the mining area which had already acquired as per the Mining Act, Cap. 123, and the government approval documents which ensure that the gold **in all mining areas** can be formally and legally mined on schedule according to the clause 6.1 of this Agreement.

6.4. Investor's obligations

The Investor shall have obligations to ensure this Agreement is effectively effected by:

- 6.4.1.** To construct and maintain all necessary building infrastructure, and to ensure that all immovable fixtures of a permanent nature whose removal may cause damage to the environment shall devolve to the Licence Holders upon the lapse of the Agreement, excluding removable machinery and equipment.
- 6.4.2.** Observing all applicable laws and regulations concerning to environmental protection, mine safety and health, and facilities to protect the environment.
- 6.4.3.** To pay the relevant fees for handling all approval procedures and licenses to the government.
- 6.4.4.** The Investor shall have the duty to train the Licence Holder or his representatives with modern labor skills, with a view to develop and facilitate gold mining activities at Misigiri village, in Iramba_District, Singida Region
- 6.4.5.** The Investor shall also comply with the following:-
 - a. To provide necessary financial resources for the running of the mining activities.
 - b. To purchase all the necessary equipment for production as well as supply of electricity and water facilities to the mining site area.
 - c. To provide and pay qualified manpower as well as necessary working capital with the agreed amount of USD 100,000.00 (One hundred thousand United States Dollars) to start as a start-up capital with view to increase production of the raw gold to the optimal level including all



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production expenses, salaries for local and experts, legal matters, taxes and all overheads.

- d. To mobilize production of raw gold within 90 days from the date investment plan and action is approved by the Mining Commission in Dodoma.
- e. To continue, simultaneously with the production activities, carry out exploration within the Primary License area, with view to identify areas for further mining activities.

6.5. Investor's contribution

The Investor will undertake to fund the mining Activities within the mining area by providing necessary Machines/equipment, technology expatriates, assets for the success of mining investment.

7. PRODUCTION DISTRIBUTION

- 7.1. The parties agreed that from the date of signing this Agreement, the payment shall be 80% of the **Ore** produced will be owned by the Investor and 20% by the Licence Holders.
- 7.2. The parties shall be responsible for payment of royalties and other government fees on proportionate shares as described on clause 7.1 and 7.2 above.

8. SPECIAL AGREEMENT

The Licence Holders agrees that the 80% share held by the Investor is clearly stated in all mining license documents of the government and the relevant license documents are handled to the government for the Investor moreover.

9. MANAGEMENT

- 9.1. Management of the licenses, the approval documents and other relevant documents and other relevant documents for this Agreement shall be jointly managed by both parties, which is to set up a specialized safe at the mining area office, and each party holds different keys. When needed, the representatives of both parties hold their own keys to open the safe, and then use the relevant



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documents.

- 9.2. All mining operation and management matters shall be conducted by the Investors, and the Licence Holders shall not participate in the management during the whole period of this Agreement but shall have representatives to foresee his interest in the activities carried out.
- 9.3. After the ore is mined, both parties and its authorized representative shall jointly confirm the gross weight of the minerals produced, and distribute it according to the proportion described in clause 7.1 and 7.2 of this Agreement. Distribution of ore shall be done using trucks of the same volume as may be agreed by both parties at that particular time.

10. DURATION AND TERMINATION

- 10.1. This Agreement shall come into force on the date of signing and shall continue in force for a period of **SEVEN (7) years renewable** and subjected to an authorization of Technical Support issued by the Mining Commission of Tanzania for renewable period of **THREE (3) years**.
- 10.2. Both the Licence Holders and the Investor shall not terminate this Agreement for any reason without any fatal breach by the investor. If any part unilaterally breaches the contract, it shall bear the liability for breach including the investment in all the mining area of this Agreement, and all the expected income.
- 10.3. The Agreement may be renewed for a further term of 6 years or any other period at the option of the Investor and upon consent by the license holders.
- 10.4. As the Agreement are based on the exist of the gold on or within the license identified place; So the Investor shall have the right to terminate the Agreement and move out all the equipment which has brought by the investor for the purpose of the mining activities freely without any further payments to the licenses owner in case of the operation results in failing of find the Gold reserves on or within the Licenses.



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11. REPRESENTATIONS AND WARRANTIES

11.1. The Investor warrants and represents to Licence Holders as follows;

11.1.1. The Company has the Capacity to enter into and perform this Agreement and all transactions contemplated herein and that all corporate, board of directors, shareholder to authorize it to enter into and perform this Agreement have been properly taken.

11.2. The Licence Holders make the following representations and warranties to the Investor with respect to the Licence;

11.2.1. Is in exclusive possession of the Licence;

11.2.2. Has not received any notice of default of any of the terms or provisions of such Licence, leases or other Agreement.

11.2.3. Has the authority under the licence to perform fully its obligations under this Agreement.

11.2.4. Commit and guarantee to handle all relevant documents required for the legal mining of minerals in accordance with the provisions of this Agreement to ensure the smooth mining of Investors.

11.2.5. Have delivered or made available for inspection by Investor all existing data in its possession or control, and true and correct copies of any other relevant documents relating to the licence.

11.2.6. The Licence Holder guarantees that it does not owe any fees or debts in respect of the mining area described in this Agreement, including relevant fees owed to the government, and unpaid fees and debts to the third party.

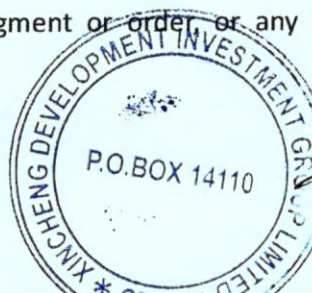
12. CONFIDENTIALITY

12.1. Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of the Agreement, any information obtained from the other party as a result of negotiating, entering into or implementing the Agreement other than information which:

12.1.1. is required to be disclosed by operation of law or any stock exchange regulations or any binding judgment or order, or any requirement of a



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competent authority.

12.1.2. is reasonably required to be disclosed in confidence to a party's professional advisers.

13. AMENDMENTS TO THE AGREEMENT

This Agreement shall be effective when signed by both parties, and further it may be amended by the mutual written consent of the parties.

14. DISPUTE RESOLUTION

14.1. This Agreement shall be governed by and construed in accordance with the laws of the Tanzania Mainland.

14.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Tanzania over any claim or matter arising under or in connection with this Agreement or the legal relationships established by it.

15. LANGUAGE

All parties agree that the language of this Agreement shall be in English.



16. LAW GOVERNING THE AGREEMENT

This Agreement will be implemented and interpreted in accordance with the laws of the United Republic of Tanzania that existed when this Agreement was entered into.

17. NOTICE

There shall be a 30 days' notice in respect of any breach communicated to the defaulting party for the purpose of rectifying such breach. If such default is not rectified by the defaulting party within 30 days of notice, both parties shall negotiate and resolve it jointly and if negotiations fails the contract shall be terminated in accordance with the laws of the United Republic of Tanzania.

17.1. All notice or other communications to be given or made hereunder shall be in writing, shall be addressed for the attention of the persons indicated below and

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shall be delivered personally or sent by courier, e-mail or facsimile. The address of the Parties, official emails and their respective facsimile numbers shall be.

(a) If to the Licence Holders:

For the attention of Mr.

NABII ELIA MAKULI

P.O Box 25,

[Tel:+255787542222](tel:+255787542222) or [0679608510](tel:0679608510)

E-mail: nurueliah154@gmail.com

(b) If to the Investor

For the attention of director;- WANG ZHENGANG

P.O Box 326,

Kinondoni - Dar es Salaam

Tel:-0762219006



Or such other address or fax number as the one Party informs the other Party, which change of address shall only take effect if delivered and received in accordance with this section.

(c) A notice so addressed shall be deemed to have been received for all purposes of this Agreement if

(i) Personally delivered, at the time of delivery;

(ii) Sent by confirmed courier, the date of delivery as confirmed by the courier;

(iii) Sent by registered mail, five business days after the date of posting to the relevant address.

18. FORCE MAJEURE

Both parties shall not be liable for damages if performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control which are war and terrorism.



19. SEVERABILITY

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

20. ENTIRETY OF THE AGREEMENT

This agreement represents the entire agreement by and between the Parties and supersedes any or all previous agreements or arrangements, whether oral or written by and between the parties. No representations, warranties or other terms and conditions of whatever nature not contained or recorded herein shall form part of this agreement.

21. MINE CLOSURE

At the end of mining activities, the parties to this agreement have agreed that, the investor shall prepare a Mine Closure plan that will be jointly implemented by both parties.

In Witness Whereof the Parties hereto have duly executed these presents in the manner hereinafter appearing.

SIGNED AND DELIVERED at SINGIDA by the said NABII ELIA MAKULI identified to me bythe latter being known to me personally this 13th day of October, 2023

[Handwritten Signature]

Licence Holder


Witness) Name *George Mwandu*
Qualification *Advocate*
Postal Address *Post Box 5048, Ave 9 Salama*
Signature *[Handwritten Signature]*




[Handwritten Signature]

ENT GROUP I

SIGNED AND DELIVERED at SINGIDA by the said **ROBERT C. MABULA** identified to me by **DABU MAKULU** the latter being known to me personally this 13th day of October, 2023


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Licence Holder

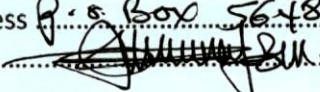


Witness)
Name George Mwandu
Qualification ADVOCATE
Postal Address P.O. Box 5648, Dar es Salaam
Signature 

SIGNED AND DELIVERED at SINGIDA by the said **JAMES MAKULU** identified to me by **DABU MAKULU** the latter being known to me personally this 13th day of October, 2023

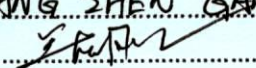

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Licence Holder



Witness)
Name George Mwandu
Qualification ADVOCATE
Postal Address P.O. Box 5648, Dar es Salaam
Signature 

SIGNED, SEALED and DELIVERED at SINGIDA on behalf of **XINCHENG DEVELOPMENT INVESTMENT COMPANY LIMITED** this 13th day of October, 2023.

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COMPANY STAMP

- Name WANG ZHEN GAUG
Signature 
Address
Qualification DIRECTOR
- Name PENG DA QIU
Signature 
Address
Qualification DIRECTOR

