

LEASE AGREEMENT

初级采矿业许可证转为采矿许可证

AGREEMENT

合同协议

BETWEEN

于

SENG TONG GOLD (T) COMPANY LIMITED

森通金（坦桑尼亚）有限公司

AND

和

**FRANCIS BEATUS KIGANGA
AMOSI ELIAS MBAGA
SALOME MASUKA BUSUBUTIMO**

弗朗西斯·贝阿特斯·基甘加

阿莫西·埃利亚斯·姆巴加

萨洛美·马苏卡·布苏布蒂莫

INTRODUCTION

介绍

SONG TENG GOLD (T) COMPANY LIMITED a company duly incorporated under the laws of Tanzania with incorporation

森通金有限公司是一家根据坦桑尼亚法律正式注册成立的公司,

number 183231103, conduction the business of mining activities and for the purpose of this agreement shall be known as, **"THE COMPANY"**

注册编号为183231103,其业务范围涉及采矿活动,在本协议中被称为"该公司" (乙方)。

FRANCIS BEATUS KIGANGA, AMOSI ELIAS MBAGA, SALOME MASUKA BUSUBUTIMO, Tanzanians who legally

弗朗西斯·贝阿特斯·基甘加, 阿莫西·埃利亚斯·姆巴加, 萨洛美·马苏卡·布苏布蒂莫, 为坦桑尼亚公民们

holds two (02) Valid Primary Mining License (hereby mentioned as **PML0049SHY and PML001488CWZ**, in Mining

他们合法持有两份有效的初级采矿许可证 (以下简称PML0049SHY和PML001488CWZ) ,

areas which are located at Kahama, within Shinyanga Region in the United republic of Tanzania and for the purpose of

采矿区位于坦桑尼亚联合共和国的Shinyanga地区的Kahama,

this agreement shall be referred to as **LICENSE HOLDER**

在本协议中称他们为许可证持有人 (甲方)

The licences above mentioned have been granted by the Tanzanian Mining Commission

上述的许可证已由坦桑尼亚矿业委员会批准

NATURE OF THE AGREEMENT

协议性质

This agreement is based on technical support in mining operation activities and transfer of primary mining license into the

这个协议是基于采矿运营活动的技术支持和将初级矿业许可证转让给该公司 (乙方) 的名下。

name of the company. The technical and mechanical support shall be within the terms and conditions as provided under

技术和机械支持应在初级采矿许可证规定的条款和条件内,

the primary mining licenses and in accordance with the rules and regulations regulating operations of primary mining

并按照规定条款和条件进行，

licenses until the primary mining license are transferred into Mining License and into the name of the Company.

直到将初级采矿许可证转让为采矿许可证并转让至该公司（乙方）名下。

For the purpose of achieving the objective under this agreement, the support shall include management support and other day to day operational activities under the supervision of the company.

为了实现本协议下的目标,提供的支持应包括管理支持和其他日常运营活动，均在该公司（乙方）的监督下进行。

WHEREFORE,

因此

The company has entered into this agreement basing on the information provided to the supporter by the license holder, 该公司（乙方）依据许可证持有人（甲方）提供给支持者的信息签署了本协议，

where by the license holder has assured the supporter, that the area has huge amount of minerals and all the document relates to such information are true and has been legally obtained.

许可证持有人（甲方）向支持者保证,该地区拥有大量的矿物资源,所有与该信息相关的文件均为真实且合法获取。

AND, the license holders with sober mind and without any undue influence or force has agreed to enter into this agreement, under the terms and condition as shall stipulated her under.

并且，许可证持有人（甲方）在清醒且没有任何不当的影响或强迫的状态下，同意根据本协议的条款和条件签署本协议。

THEREFORE, BOTH PARTS HAVE AGREED AS FOLLOWS:

因此，双方同意如下：

1. PHASE AND MODE OPERATION

阶段和模式操作

Thus, as agreed by the parties this agreement shall be executed in different phases. That the execution of next phase shall depend on successfulness and completion of the previous phase. Therefore, the phase shall be as follows:

经双方同意后,本协议应分不同阶段执行。下一阶段的执行应取决于上一阶段的成功和完成。因此，

阶段应如下:

i. FIRST PHASE

第一阶段

- a) The first phase shall involve provision of financial, technical, mechanical and expertism support to conduct feasibility experiment of the licensed mining areas.

第一阶段应涉及提供资金、技术、机械和专家支持,对获得许可的矿区进行可行性试验。

- b) License holder shall provide any assistance upon request of the supporter and the licence holder shall not withhold such assistance upon request.

许可证持有人(甲方)应根据支持者的请求提供所有协助,许可证持有人(甲方)不得拒绝要求的任何协助。

- c) The first phase shall include feasibility study which shall include all experiment, drilling, metallurgical and geophysical experiments which shall be compared to the information provided by the license holders regarding the content and the amount of minerals available there to.

第一阶段应包括可行性研究,其中应包括所有实验、钻探、冶金和地球物理实验,并应与许可证持有者(甲方)提供的有关可用矿物含量和数量的信息进行比较。

- d) That after the completion feasibility experiment the provider shall prepare feasibility report, which shall be shared to the license holders, and submitted to the mining authority by the license holders.

可行性试验完成后,提供者应准备可行性报告,该报告应共享给许可证持有人(甲方),并由许可证持有者提交给采矿当局。

ii. SECOND PHASE

第二阶段

- a) The second phase shall be executed subject to the successfulness and completion of the first phase. This phase involves further development in the licensed mining areas, which shall include instalment of machinery and infrastructure for mining operational activities.

第二阶段的执行应以第一阶段的成功和完成为前提。此阶段涉及许可采矿区的进一步发展,其中包括为采矿作业活动安装机械和基础设施。

- b) The cost for execution of second phase shall be covered by the company however the license holders shall be of assistance where necessary and whenever required by the service provider, and he shall not withhold to do so

第二阶段的执行费用应由该公司(乙方)承担,但许可证持有人应在必要时以及服务提供商需

要时提供帮助,并且不得拒绝。

That before execution of the second phase the parties have agreed to the following conditions
在第二阶段执行之前,双方已同意以下条件

- a) That the license holders shall be registered as share holders in the company and they will be issued a total of 20 % shares which shall be divided to each according to their agreement and arrangement

许可证持有人们（甲方）应注册为公司股东,并将获得总计共20%的股份,这些股份会根据其协议和安排分配给每个人

- b) That the license holders shall appoint a person who shall be appointed and registered as director to form part of company management and decision making.

许可证持有人们（甲方）应指定一名人员,任命并注册该人员为董事,以参与公司管理和决策。

- c) That after license holders being registered and issued with shares they shall apply to the mining authorities to merged all Primary Mining Licenses and other nearby license into one mining license and cause it to be transferred to the company name.

许可证持有人（甲方）注册并发行股份后,应向采矿当局申请将所有初级采矿许可证和其他附近许可证合并为一个采矿许可证,并将其转让给该公司乙方（乙方）名下。

- d) The whole process of merging the license into as single Mining License and transfer it into company name shall be conducted/done by License holders with the help from the company.

在整个合并采矿许可证并将其转让到该公司（乙方）名称下的过程中,应由许可证持有人（甲方）在该公司（乙方）的协助下进行/完成。

- e) That the License Holders shall clear and settle all third-party claims if any including compensation of small miners, land owners and all other who eligible for compensation.

许可证持有人（甲方）应清算并解决所有第三方索赔,如果有的情况下,其赔偿包括小矿工、土地拥有者和所有其他有资格获得赔偿的人。

2. TERMS AND CONDITIONS OF THE AGREEMENT

协议的条款和条件

Both parties have agreed to the following terms and conditions
双方均同意以下条款和条件

- i. **THE COMPANY**, shall cooperate with the license holder to obtain approval from mining authority however the

license holders shall play the vital role to get the necessary/required approval as per law.

该公司（乙方），应与许可证持有人（甲方）合作,获得采矿当局的批准,但许可证持有人（甲方）也应充当至关重要的角色去依法获得必要的/需要的批准。

- ii. The License holder shall not carry out or allow anybody whether is an individual or corporate body to conduct any mining operations within the above-mentioned Primary Mining Licenses during the period of this agreement, this includes halt all ongoing projects/activities

在本协议有效期内,许可证持有人（甲方）不得开展，或允许任何人（无论是个人还是法人）在上述主要采矿许可证范围内开展任何采矿作业, 包括停止所有正在进行的项目/活动

- iii. Failure to do so shall amount to breach of this agreement and the license holder shall refund the company all the money paid and other cost incurred

不这样做将构成违反本协议,许可证持有人（甲方）应向该公司（乙方）退还所有已支付的款项和其他造成的费用

- iv. That the first phase period shall commence upon availability of the technical support and after approval from the mining authority allowing the company to carry out feasibility study on the mining area. The License Holders shall facilitate the application for the approval from the mining authority. Failure of license holder to obtain approval, shall amount to breach of this agreement.

第一阶段应在获得技术支持和获得采矿当局批准后开始,允许该公司（乙方）对矿区进行可行性研究。许可证持有人（甲方）应协助申请采矿当局的批准。许可证持有人（甲方）若未能获得批准,即构成违反本协议。

- v. That all information achieved from the first phase shall be submitted to the mining authority by the license holder subject to the terms and condition of this agreement and as provided by the mining laws and regulations.

第一阶段获得的所有信息均应由许可证持有人（甲方）根据本协议的条款和条件以及采矿法律和法规的规定提交给采矿当局。

- vi. That this agreement shall be submitted to the mining authority for approval.
本协议应提交矿业当局批准

- vii. That the company and license holders shall abide to the laws and regulations of Tanzania and other government orders, when performing his obligation under this agreement.

该公司（乙方）和许可证持有人（甲方）在履行本协议规定的义务时，应遵守坦桑尼亚的法律法规和其

他政府命令。

- viii. That the signing of this agreement has been induced by the information provided to the company by the license holders. Thus, at any stage where the company become aware or it comes into his mind that the information supplied are not true, it shall amount to breach of the agreement and license holders shall be liable to refund the whole amount paid by the company and compensate the company all the cost he has incurred from the beginning of the project.

本协议的签署是由许可证持有人（甲方）向该公司（乙方）提供的信息产生的。因此,在任何阶段, 该公司（乙方）意识到或想到所提供的信息是不真实的, 均构成违反协议,许可证持有人（甲方）有责任退还该公司（乙方）支付的全部金额, 并补偿该公司（乙方）自项目开始以来产生的所有成本费用。

- ix. That the company shall issue a total amount of Tanzania Shillings Seven Hundred Million (Tshs 700,000,000) to the license holders as agreed as follows

该公司（乙方）应按照以下协议向许可证持有人（甲方）发放总计 7 亿坦桑尼亚先令 (700,000,000 坦桑尼亚先令)

- a) Tanzania shillings Two Hundred Million (Tshs 200,000,000/=) as transferring fees of the primary mining license into Mining License and then into the name of the company

2亿坦桑尼亚先令 (200,000,000 坦桑尼亚先令), 此费用为初级采矿许可证转为采矿许可证,然后转入该公司（乙方）名下

- b) Tanzania Shillings Five Hundred Million (Tshs 500,000,000/=) as a loan as they have requested for the same

5亿坦桑尼亚先令 (500,000,000 坦桑尼亚先令) 作为贷款, 如他们所要求的一样

- c) The license holder shall use the fund to compensating the persons who are eligible for compensation as to avoid third party interest and clear all disputes/claims if any

许可证持有人（甲方）应使用该基金对有资格获得赔偿的人进行赔偿,以避免第三方利息并清算所有争议/索赔, 如果有的此情况的话

- d) To clear and prepare the area for mining operation
清理并准备采矿作业区域

- e) That the amount shall be paid in three instalments as follows

该金额应分三期支付,具体如下

- a. **Tshs 200,000,000/= (Two Hundred Million)** upon signing of this agreement

200,000,000 (2亿) 坦桑尼亚先令, 本协议签署后支付

- b. **Tshs 200,000,000/=** (Two Hundred Million) upon finishing compensating third parties, clearing the area for starting operation and transferring the primary mining license into mining license and into the name of the company

200,000,000 (2亿) 坦桑尼亚先令, 在完成对第三方的补偿、清理完准备开采 运营的区域以及将初级采矿许可证转换为采矿许可证和转入该公司 (乙方) 名下后支付

- c. **Tshs 300,000,000/=** (Three Hundred Million) shall be paid once the company is settled at the mining area and upon the mining license has been issued in the name of the company

300,000,000 (3亿) 坦桑尼亚先令, 会在该公司 (乙方) 在矿区运营稳定下来, 并且采矿许可证颁发到该公司 (乙方) 名下后支付

- d. That the amount paid to the license holder shall be paid through one of the license holders bank accounts as shall be issued

支付给许可证持有人 (甲方) 的金额应通过其中一个甲方的银行账户支付

- e. That the company shall recover the Tshs Five Hundred Million (Tshs 500,000,000/=) which has been given as loan by deducting from 20% profit that is suppose to be paid to the license holders as shall be arranged in the near future

该公司 (乙方) 之后应收回已作为借款提供的5亿坦桑尼亚先令(500,000,000坦桑尼亚先令), 从应支付给许可证持有人 (甲方) 的20%利润中扣除

- f. That in case the license holders fail to transfer the license as agreed they shall refund the company all costs and money paid

如果许可证持有人 (甲方) 未能按照约定转让许可证, 他们应向公司退还所有已支出的费用和款项

3. CONFIDENTIALITY

保密性

- i. That all data and information (geological, mining, metallurgical and business) generated during feasibility studies and mining operations shall belong to both parties and shall be kept between the parties unless agreed otherwise.

可行性研究及采矿作业过程中产生的所有数据和信息 (地质、采矿、冶金和商业) 均应属于双方,除非另有约定,否则只应在双方之间保密。

- ii. That the information above in paragraph one shall be shared to the Mining Authority and other government

authorities as required by the laws.

第一款中的上述信息，应按照法律要求共享给矿业管理局和其他政府当局。

- iii. That no information or any report regarding the experiment shall be published in any form of media without prior consent of both parties and the mining authority.

未经双方和采矿当局事先同意,不得以任何形式的媒体发布有关活动的任何信息或报告。

- iv. That breach of the duty of confidentiality shall amount to breach of this agreement and either party shall be at the liberty to terminate this agreement. The party responsible for the breach shall compensate the party affected there to;

违反保密义务即构成违反本协议,任何一方均有权终止本协议。违约责任方应当向受影响方进行赔偿 ;

4. BREACH OF AGREEMENT

违反协议

- i. In the event of dispute arising during this Agreement tenure, efforts shall be made by both parties to resolve the matter, failure to which arbitration through the courts of Tanzania shall be done to preside over the matter with the party in breach paying for all legal fees, loss of business costs and penalties.

如果在本协议有效期内发生争议,双方应努力解决该事项,如果未能通过坦桑尼亚法院进行仲裁以解决该事项,违约方应支付所有法律费用、业务成本损失和罚款。

- ii. In the event by the breaches this agreement by the company then the license holders shall have the right to institute legal proceedings against the supporter to enforce specific performance or and claim for any damages due to him with interest.

如果该公司(乙方)违反本协议,则许可证持有人(甲方)有权对支持者提起法律诉讼,以强制执行特定履行或要求对其应得的任何损害并支付利息。

- iii. In the event of termination of contract by license holder without legal foundation, the company shall be entitled to claim the refund of the all the monies paid to the license holder and all other cost incurred by there to.

如果许可证持有人(甲方)在没有法律依据的情况下终止合同,该公司(乙方)有权要求退还支付给许可证持有人(甲方)的所有款项以及由此产生的所有其他费用。

5 JURISDICTION

管辖权

- i. That parties are very aware that the mining commission is only authority that is vested with jurisdiction to solve tall disputes that arise from the mining operation however the parties shall have exclusive liberty to instate legal claim for damage in court of law

甲乙双方非常清楚,采矿委员会是唯一有权解决采矿作业引起的重大纠纷的机构, 但甲乙双方应都拥有向法院提出损害赔偿法律索赔的专属自由

- ii. That this provision does not oust the statutory power of the mining commission to resolve dispute originating from mining operations however by sanctity of the contract's parties may opt to resort to court of law.

该规定并不排除采矿委员会解决因采矿作业引起的争议的法定权力,但出于合同双方的神圣性,可以选择诉诸法院。

6 FORCE MAJEURE

不可抗力

Neither of the party shall be liable for the partial or full default of the obligations under this agreement whenever such default shall be due to the situations/circumstances or events beyond the control either party such as but not limited to Acts of God

如果本协议项下的义务部分或全部违约是由于任何一方无法控制的情况/情况或事件 (例如但不限于人类无法控制的因素)造成的,则甲乙双方任何一方均不对本协议项下的义务的部分或全部违约承担责任

- a) Legal or Illegal strikes, flood and other natural disaster, fire

合法或非法罢工、洪水和其他自然灾害、火灾

- b) War and similar acts which may prevent the other party from performing his/her obligation.

战争和类似行为可能会阻止另一方履行其义务

- c) Change of laws and government intervention which cannot be resolved in any way

无法干预的法律变更和政府干预

- d) However, the any of the party shall raise a reasonable cause which shall hinder him/her to operate his/her obligation under this agreement

然而, 如果遇到任何阻碍履行本协议规定的义务, 甲乙双方任何一方均应提供合理理由。

The parties shall meet as soon as possible to address the situation thereto before this agreement comes to an end;

双方应在本协议结束前尽快举行会议,讨论有关情况

7. SUCCESSION

继承

- i. That this agreement third party in case the current parties fail to operate by reasons beyond control such as death, incapacitation, illness and permanent disability or any kind of disability that make it impossible to perform contractual duty

本协授权第三方,如果甲乙各方因死亡、丧失行为能力、疾病和永久性残疾或任何导致无法履行合同义务的残疾等不控制的原因,而无法运作的话

- ii. That the company shall also have the liberty to transfer it rights to another company or person upon consultation with the license holders

该公司(乙方)有权在与许可证持有人(甲方)协商后将其权利转让给另一家公司或个人

- iii. That the terms and conditions of this agreement shall remain the same during the period of succession unless mutually agreed otherwise by both parties

除非双方另有协约,本协议的条款和条件在继承期间应保持不变

8. GOVERNING LAWS

管辖法律

This agreement is governed by the laws of Tanzania and any question of interpretation shall be interpreted in accordance with the laws of Tanzania.

本协议受坦桑尼亚法律管辖,任何解释问题均应根据坦桑尼亚法律进行解释。

IN WITNESS THEREOF the parties hereto have duly executed these presents in the manner on the day and year hereinafter appearing.

由此见证本协议的甲乙各方已按照下列日期和年份正式签署

SIGNED and **DELIVERED** at Mwanza by the said
_____ on behalf of SENG TONG GOLD
(T) COMPANY LIMITED who is personally know to me
Personally/ introduced to me by the said _____
_____ and later become known
To me personally This _____ day of _____ 2025

SIGNATURE

签署和交付在 Mwanza, 由此人员 (签名)
_____ 代表森通金有限公司

并且上述此人于我个人也认识

_____, (签名)
____ 日 ____ 月 2025。

} _____ 签名

IN THE PRESENCE OF

Name _____
Address _____
Signature _____
Qualification: Notary Public, & Commissioner for Oaths

SIGNED and **DELIVERED** at _____ said
FRANCIS BEATUS KIGANGA who is personally known to me
Personally/ introduced to me by the said _____
_____ and later become known
To me personally This _____ day of _____ 2025

} _____
SIGNATURE

IN THE PRESENCE OF

Name _____
Address _____
Signature _____
Qualification: Notary Public, & Commissioner for Oaths

SIGNED and **DELIVERED** at Mwanza by the said
AMOSI ELIAS MBAGA who is personally known to me
Personally/ introduced to me by the said _____
_____ and later become known
To me personally This _____ day of _____ 2025

} _____
SIGNATURE

IN THE PRESENCE OF

Name _____
Address _____
Signature _____
Qualification: Notary Public, & Commissioner for Oaths

SIGNED and **DELIVERED** at Mwanza by the said
SALOME MASUKA BUSUBUTIMO who is personally known to me
Personally/ introduced to me by the said _____
_____ and later become known
To me personally This _____ day of _____ 2025

} _____
SIGNATURE

IN THE PRESENCE OF

Name _____
Address _____
Signature _____
Qualification: Notary Public, & Commissioner for Oaths