

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT IS MADE THIS...02nd.....DAY OF JULY, 2024

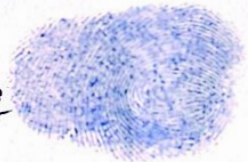
BETWEEN

A. YOHANA ANDREA MPANGWE and BARAKA HASSAN CHEWE who are residents of CHUNYA MBEYA who own primary mining license (PML) No PML0765MBY extracting gold at Chokaa Ward, Chunya District, Mbeya Region - Tanzania. Whereas, YOHANA ANDREA MPANGWE owns 50% and BARAKA HASSAN CHEWE owns 50% (Hereinafter called the "FIRST PARTNERS" which expression shall where the context requires includes their successor and assigns) of one part;

B. YOHANA ANDREA MPANGWE resident of Chunya District -Mbeya region Tanzania P.O.BOX 33 CHUNYA who owns mining license application No PML 235808/SWZ, PML 235814/SWZ, PML 235805/SWZ and PML 235815/SWZ for extraction of gold that he applies his ownership on 9th June, 2024 (Hereinafter called the "FIRST PARTNER" on which expression shall where the context requires includes their successor and assigns) of one part that covers the following coordinates:

(i) A. 08 24 59.00 033 24. 01

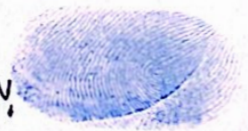
YOHANA ANDREA MPANGWE



(ii) B. 08 24 50. 00 033 24. 01

(iii) C. 08 24 50.00 033 23 49. 20

NICHOLAUS PATRICK FABIAN



(iv) D. 08 24 59.00 033 23 49.20

1. I Mr. Yohana Andrea Mpangwe have received 1st installment of ten million. Signature Ympangwe

2. I. Mr. NICHOLAUS PATRICK FABIAN have paid 1st installment of ten¹ million. Signature Nicholas

23/07/2024 1. Mr Yohana Andrea Mpangwe have received 2nd Installment of 90,000 million (Nineth Million). Signature Ympangwe

2. Mr Nicholas Patrick Fabian have paid 2nd Installment of 90 million (Nineth Million). Signature Nicholas

i. A. 08 24 59.00 033 24 01.00

ii. B. 08 24 59.00 033 23 49.20

iii. C. 08 25 08.00 033 23 49.20

iv. D. 08 25 08.00 033 24 01.00

i. A. 08 24 59 .00 33 23 49.20

ii. B. 08 24 59.00 33 23 37. 40

iii. C. 08 25 08.00 33 23 37.40

iv. D. 08 25 08.00 33 23 49.20

i. A. 08 24 50.00 033 23 49.2

ii. B. 08 24 59.00 033 23 37.40

iii. C. 0824 59.00 033 23 37 . 40

iv. D. 08 24 50.00 033 23 37.40

AND

C. ABC MINING a Company in Dar res Salaam whose registration No. is 178522671

and has its residence and place of business at Dar re s salaam (hereinafter called the "SECOND PARTNER" which expression shall where the context requires include its success and assigns) on the second part;

1. INTERPRETATION

i. Definitions:

In this agreement unless otherwise provided these terms shall be interpreted to means the

following:-

- a. **“Technical support agreement”** means the contents of this document and any annexure thereto, addendum's and amendments between the parties (if any).
- b. **“Commencement Date”** means the date of signing this Agreement.
- c. **“Due payments”** means payments that to be paid by a party to this agreement following obligations set out in this agreement.
- d. **“Mining manager”** means the party that provides technical support for mining, explorations and development programme on the tenements.
- e. **“Mining act means”** the Mining Act (cap 123 R.E. 2022) and all other relevant legislation and amendments thereto governing mineral prospecting and/or exploration and/or development as the matter may demand of mining in Tanzania.
- f. **“Parties”** means the services providers and license holder and **“Party”** means anyone of them.
- g. **“Minerals”** means all minerals on, in or under the property being base and/or precious minerals and/or industrial minerals or any minerals that occurs within license.
- h. **“Mineral rights”** means the right(S) granted to the license holder(s) of the license described in Annexure A hereto.

2. CONVERSELY:

- 2.1 **BARAKA HASSAN CHEWE** whose name appears in the license No **PML0765MBY** and owns 50% decided on his willingness without being forced to sell his shares to **YOHANA ANDREA MPANGWE** through a contract dated 15th August, 2022 the said contract form part of this contract and marked Annexure **YMP-1**.

- i. **FOR REASONS THEREOF:** both 1st Partners will sign this joint venture for the purpose of clearing doubt that **BARAKA HASSAN CHEWE** despite being mentioning in the license and owns 50% , he no longer enjoys the status of ownership from the date when he sold his 50% share to **YOHANA ANDREA MPANGWE**.
- ii. **THEREFORE:** The first partner to be referred in this Joint Venture shall be **YOHANA ANDREA MPANGWE** whereas **BARAKA HASSAN CHEWE** shall be referred as a witness for his consent to sell his 50% share registered in the License No **PML0765MBY** and that he no longer benefit nothing from the said license.
- iii. That, **YOHANA ANDREA MPANGWE** owns other mining application license awaiting to be registered on his name by the ministry of minerals as stipulated in Part B. hereinabove. However, this joint venture on other four license shall only be binding to **YOHANA ANDREA MPANGWE** in terms of ownership and 2nd partner in terms investment up to 08th February, 2028.
- iv. That the 1st Partner consented to form joint venture for the purpose of mineral construction in all areas mention in the license No. **PML0765MBY** and those other application awaiting approval by the ministry of minerals.
- v. That, the 2nd partner in this joint venture shall pay to the 1st partner three hundred million Tanzania Shillings(300,000,000/=), whereas one hundred million Tanzanian Shillings shall be an entrance fee, and Tanzanian Shillings two hundred million shall be a loan given to the 1st partner which he shall reimburse in four installation when receiving his 20%. However, the entrance fees shall cover registered license and those awaiting approval from the ministry of minerals.

3. RECITALS:

- i. **WHEREAS, the “First Partners” are individuals owning Primary Mining License registered under the laws of Tanzania that was granted on 19th August, 2021**
- ii. **Whereas, sometimes the 1st Partners applied for primary mining license No PML0765MBY on 09th February, 2021 and the same was granted on 19th August, 2021 by the Ministry of Minerals (hereinafter to be referred to as “The Ministry”)**
- iii. **That the first partner BARAKA HASSAN CHEWE decided to sell his 50% shares to YOHANA ANDREA MPANGWE registered in their collectively registered primary mining license no. PML0765MBY as stipulated in clause 1 above.**
- iv. **That, the first partner YOHANA ANDREA MPANGWE has decided to form joint venture with the 2nd Partner for the purpose of minerals extraction in all areas covered by PML0765MBY, and those awaiting for approval with application No PML 235808/SWZ, PML 235814/SWZ, PML 235805/SWZ and PML 235815/SWZ. Whereas the 2nd partner will pay three hundred million Tanzanian Shillings (300,000,000/=). However, One hundred million Tanzanian shillings shall be an entrance fee and two hundred million Tanzanian Shillings shall be a loan with no interest. Furthermore, the entrance fees shall covers both registered license No PML0765MBY and PML 235808/SWZ, PML 235814/SWZ, PML 235805/SWZ and PML 235815/SWZ awaiting approval from the ministry of mineral.**
- v. **Whereas, the 2nd Partner is an individual who engaged in business of minerals extraction at Chunya by contributing shares to the owners of the mining license No PML0765MBY who desire partnership of joint venture to become part and parcel of the mineral extraction.**

- vi. Whereas, the parties herein have decided to enter into Joint Venture Agreement, for the purposes of production and selling of minerals subject to the terms and conditions as contained herein and in compliance to the laws of the country.

4. MODE OF PAYMENT:

- i. That the 2nd Partner shall pay to the 1st partner One hundred million Tanzanian Shillings (TZS 100,000,000/=) as an entrance fee and two hundred Tanzanian Shillings shall be a loan.
- ii. That, the 2nd partner shall pay advance of Ten million Tanzanian Shillings (10,000,000/=) to the 1st partner on the date of signing this contract.
- iii. That 2nd partner after signing of the Joint venture shall within fourteen days pay ninety million Tanzanian Shillings(TSH 90,000,000/=) on account of the 1st partner No 60710024227 with the name **YOHANA ANDREA MPANGWE NMB BRANCH CHUNYA.**
- iv. That, the remaining amount of two hundred million Tanzanian Shillings (TZS 200,000,000/=) which is a loan shall be paid to the 1st partner after finalization of the registration and approval of other mining license No **PML 235808/SWZ, PML 235814/SWZ, PML 235805/SWZ and PML 235815/SWZ** by the ministry of minerals within fourteen days(14).

WHEREAS, the parties wish to establish, participate in and operate as partners, a Joint Venture agreement (hereinafter referred to as the "JVA") using the minerals license of the 1st partner to carry out within the United Republic of Tanzania the business of extracting minerals, selling them within the united Republic of Tanzania or outside the United Republic of Tanzania under the terms and conditions of this Agreement and in compliance to the Laws of the country on exportation of minerals.

THAT, where the 2nd partner is willing to export gold outside the United Republic of Tanzania, he shall apply to the respective authority to be granted the same as stated by the laws of the Country on his shares of gold (80%).

NOW THEREFORE, the parties herein, in consideration of the facts stated hereinabove, DO

• **HEREBY** agree as follows: -

5. The parties herein have entered into this agreement on their own free will and they further agrees to be bound by the terms and conditions contained hereunder.

i. The name of this joint venture agreement shall be: - **ABC MINING AND YOIIANA ANDREA MPANGWE JOINT VENTURE.**

ii. The offices and address for the purposes of the operation and management of the affairs of this JVA shall be located **CHUNYA DISTRICT-MBEYA REGION.**

6. DURATION

i. The duration of this joint venture agreement shall start from the date of signing this joint venture to the date of expiration of PML license No. 0765MBY which is 08th February, 2028.

ii. The parties may wish to extend the time of this joint venture agreement subject to the licenses granted by the Government of United Republic of Tanzania.

7. RESPONSIBILITY OF THE PARTIES.

i. The 1st Partners shall be responsible to provide valid license to all areas of extraction which is subject to this joint venture.

ii. 1st Partner shall reimburse the 2nd partner Tanzania Shillings two hundreds (Tsh 200,000,000/=) from the paid entrance fee by the 2nd partner as stipulated on clause 2(iv) for four period, during division of profit of production by both parties and he shall pay fifty million(50,000,000/=) from his share of 20%.

- iii. In case the share distribution is less than 20% to the 1st partner, he shall pay fifty (50%) to reimburse the loan.
 - iv. The 1st Partners shall provide all other necessary support in regards to extraction of minerals and other required support to the areas of extraction.
8. The rights and liabilities of the parties under this agreement shall be individual and separate. Each party to the joint venture shall carry its own liabilities.

9. Rights to Property

The rights of ownership, usage and disposal of all movables property invested by the Services Provider For the provision of technical support services shall belong solely to the Service Provider

Except PMLS and land.

10. No Restriction

Nothing in this Agreement shall restrict in any way the freedom of any Party to the joint venture, except with respect to the activities of the joint venture in the claim, to conduct as it sees fit any business or activity in all areas covered by the license.

11. LEADING PARTNER.

- i. **ABC MINING** is the Leader and sponsor for the Joint Venture and shall be responsible in all aspects of the joint-venture on behalf of the Parties to the joint venture. He is hereby authorized empowered and delegated to Sign and submit the bid for the project for and on behalf of the Joint Venture. The Leader shall be responsible for total technical administrative and financial project management and contract management. However, the 1st partner shall be consulted on technical administration and contract management except financial project management. However, the 1st partner advice shall not be binding to the 2nd partner.

12. . Expenses.

All expenses for running the project shall be under **ABC MINING** subject to conditions agreed by the parties to this joint venture.

13. TERMS AND CONDITIONS:

a. General terms

- i. The parties agrees to comply with the laws applicable to the United Republic of Tanzania.
- ii. The parties herein agrees to comply with all terms and conditions stipulated under the special license.
- iii. The parties further agrees to comply with all laws in relation to the Tax. However, each individual partner shall be responsible to pay tax and other government revenue upon division of shares to the respective authorities. Furthermore, not the 2nd partner nor the 1st partner shall be responsible for the other party in this joint venture in case there is tax evasion. Each party shall be responsible to pay all taxes as required by the law.
- iv. That after the signing of this joint venture, both parties agree that 2nd partner is free to start extraction of the gold and do all other activities as the parties agreed in the plot registered with license No PML0765MBY and those which its application are pending as per joint venture.
- v. That after registration of the other mining plots, the 1st partner shall submit and handle over copies all the new certificate with application No PML 235808/SWZ, PML 235814/SWZ, PML 235805/SWZ and PML 235815/SWZ to the 2nd Partner.

b. Terms applicable to the 1st partner

- i. The 1st Partner (YOHANA ANDREA MAPNAGWE) shall be responsible in supplying all necessary documents regarding the ownership of the mining license **NO PML0765MBY** and those unregistered licenses upon being registered handle over to the 2 partner.

- ii. That the 1st partner is bound by this joint venture not to mortgage, to lease or form another joint venture to another party, individuals or organization to the areas of mining which are subject to this joint venture prior to expiration of this joint venture as agreed by the parties in clause 5.1.

- iii. That, the 1st partner is bound by this joint venture not to sell the mining areas mentioned in this joint venture, to any individual, company, prior expiration of the agreed period as stipulated in clause 5.1 hereinabove.

- iv. To communicate to the local communities around the production site, all sub-village and villages leaders, ward leaders and higher government authorities in all matters requires compliance according to the law.

- v. To be a link between the government and the 2nd partner and ensure security and safety to the management team and other staffs of the Joint venture.

- vi. The 1st partner shall be responsible to compensate the 2nd partner in case of any loss that occurs due to intentional misrepresentation by the 1st partner.

- vii. That the compensation of intentional misrepresentation shall be 100% of the investment by the 2nd partner to the joint venture.

- viii. That 1st partner shall make sure that the area of extraction is free from disputes from dispute of any kind from the community around, individual, or organization

- ix. The 1st partner shall always make sure that the license is active by paying the necessary required tax to the government.
- x. That in case of any liability that results before signing of this joint venture the 1st partner will be responsible to clear the said liability.
- xi. That all claims or debts of the employees of the 1st partner before signing of this joint venture shall be cleared by himself and the 2nd partner shall never be liable in whatever means.
- xii. That he shall terminate the contracts of all employees who were working in the respective area of joint venture before signing of this joint venture.

c. Terms applicable to the 2nd partner

- i. The 2nd Partner Shall be responsible for the financing of the Joint Venture
- ii. The 2nd Partner Shall be responsible on providing necessary technological support needed,
- iii. The 2nd partner shall be responsible in all matters related to human resources and other affairs of the joint venture.

14. FINANCE AND CAPITAL CLAUSE

- a. That 2nd partner shall be responsible to provide all resources needed for the production of gold in all times as the parties agreed in clause 2(vi) herein above.
- b. That, the 2nd Partner shall pay an entrance fee of Tanzanian Shillings Three hundred million (TSH 300,000,000/=) of which two hundred million (200,000,000/=) is a loan and shall be reimbursed to the 2nd partner.
- c. That the 1st partner shall give his license to the joint venture for the purpose of achieving its objective as agreed by the parties.

- d. 1st partner shall make communication to all government authorities from the sub-village level, village level to the ministry of mineral in all matters regarding compliance of the law as ordered by the respective authorities.
- e. That the 1st partner is the link between the 2nd partner and the communities around the area of joint venture.

15. MANAGEMENT CLAUSE

- That, the management of the affairs of the terms of this joint venture shall be in two categories:
 - a. The first category shall be management
 - All affairs of the management shall be under the management of the 2nd partner
 - b. The second category shall be operation

That, the 2nd partner shall be responsible in all matters related to operation of minerals extraction.

16. Profit:

- After production of gold, the 2nd Partner shall take 80% and the 1st Partners 20% of mined gold
- That 1st partner shall select one individual who shall represent him in the extraction area to make sure that he/she sees all activities taking place and the production that will be achieved for the purpose of easy division as agreed by the parties.

17. . CONFIDENTIALITY

- i. For the purpose of this Agreement 'Restricted Information' means, in relation to each party to this Agreement ('the Recipient') any information which is disclosed to that party by another party ('the Discloser') pursuant to or in connection with this Agreement,

whether orally or in writing and whether or not the information is expressly stated to be confidential or marked as such..

- ii. The Recipient undertakes with the Discloser that, except as provided by clause 9.3 or as authorized in writing by the Discloser, it shall, at all times during the continuance of this Agreement and after its termination:
- iii. Use its reasonable commercial endeavors to keep confidential all Restricted Information and accordingly not to disclose any Restricted Information to any other person; not in use any Restricted Information for any purpose otherwise than as contemplated by this Agreement;
- iv. Not make any copies of, record in any way or part with possession of any Restricted information; and

18. The Recipient may disclose any Restricted Information to:-

- i. Any customer, sub-contractor, supplier or licensee of the JVC;
- ii. Any bona fide transferee of the Recipient's Shares;
- iii. Any governmental or other authority or regulatory body; or
- iv. any employees of that party or of any of the aforementioned persons; to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and subject in each case to the Recipient using its reasonable commercial endeavors to ensure that the person in question keeps the same confidential.

19. Good Faith:

The parties enter into this agreement with each other in the utmost good faith and each binds itself to do all such things, to perform all such acts and to take all such steps and to produce the

doing of all such things, the performance of all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be opened to it and necessary for or incidental to the putting into the effect of the terms and conditions of this agreement.

20. Applicable laws

The Law applicable to this agreement shall be the law of the United Republic of Tanzania.

21. Language.

The language of this agreement is both Kiswahili and English Language.

22. Jurisdiction.

The Courts having jurisdiction in respect of this agreement, are Courts of the United Republic of Tanzania.

IN WITNESSWHERE OF parties hereto have agreement to be signed and sealed by duly authorized advocate on the day, month, and year in the manner herein after appearing.

SIGNED at Chunya by **YOHANA ANDREA MPANGWE**

(the 1st partner) the owner of the license who is able to read and Write the language) in which the above document is Written) and who is known to me personally / Identified to me by..... This ^{02nd} day of July 2024.)



Y. Mpangwe

LISENCE HOLDER

Witness:

2. Name BARAKA HASSAN CHEWE (who sold his 50% share registered

In License No. PML 0765.

Signature. *[Handwritten Signature]*.....

National Identity Number..... 19880108-14110-00002-22



BEFORE ME:

Name. *Bahati Christopher Gondwe*.....

Signature. *[Handwritten Signature]*.....

Occupation. *Advocate*.....

Address. *832-MBEA*.....



SIGNED at Chunya by ABC MINING the partner)

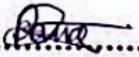
service provider who is able to read and write the language) in wh
above document is Written) and who is known to me personally / Identify the
to me by..... This *02*..... day of *July* 2024.)



[Handwritten Signature]
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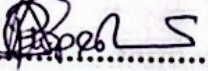
SERVICE PROVIDER.

2. RAMADAHANI SAID RAMADHANI

SIGNATURE.....

PHONE NO.....065.7166765.....

3. BARAKA KIPESHA.

SIGNATURE.....

PHONE NO.....0688634889.....

BEFORE ME:

Name.....Julius John Lwamba.....

Signature.....

Occupation.....Advocate.....

Address.....P. O Box 13697.....

