

THE UNITED REPUBLIC OF TANZANIA

坦桑尼亚联合共和国

THE LAW OF CONTRACT ACT CAP 345 RE 2019

合同法法案第 345 章 RE 2019

AND

和

THE MINING ACT CAP 123 RE. 2019

2019 年《矿业法》第 123 章

PAYMENT AGREEMENT

付款协议

This AGREEMENT is made this 15 day of May, 2025

本协议于 2025 年 5 月 15 日签订

BETWEEN

之间

GODFREY MICHAEL MWANKENJA, a natural person of Postal Office Box 02-Chunya-Tanzania (Hereinafter to be referred to as "Mineral License Holder" which expression shall where the context so admits include its assigns, administrators and successors in title) of the one part;

一方为 GODFREY MICHAEL MWANKENJA, 邮政信箱 02, Chunya -Tanzania 的自然人 (以下简称“矿产许可证持有人”, 在上下文允许的情况下, 该表述应包括其受让人、管理人和权利继承人);

AND

和

LIU WEI, a natural person of Postal Office Box 77 -Songwe, 0793-958888 (Hereinafter to be referred to as "The Mining Technician" which expression shall where the context so admits include its assigns, administrators, and successors in title) of the other part.

刘伟, 自然人, 邮政信箱 77-Songwe, 0793-958888 (以下简称“采矿技术员”, 该表述在上下文允许的情况下应包括其受让人、管理人和权利继承人)。

RECITAL 独奏会

WHEREAS 然而

- (a) The Mineral License Holder is the holder of the Primary Mining Licence Number 001914 SWZ,001393 SWZ,001380SWZ,PML0518SGW AND PML172840SWZ authorizing mining activities in the area described therein.

刘伟

AS

(a) 矿产许可证持有人是初级采矿许可证号 001914 SWZ、001393 SWZ、001380SWZ、PML0518SGW 和 PML172840SWZ 的持有人，授权在其中所述区域进行采矿活动。

(b) The Mining Technician desires to carry out mining activities on the licensed area and agrees to pay entrance fees as specified in this Agreement.

(b) 采矿技术人员希望在许可区域开展采矿活动，并同意支付本协议规定的入场费。

NOW, THEREFORE 因此，现在

The Parties hereby agree as follows: 双方特此达成协议如下：

1. Payment of Entrance Fees: 1. 支付入场费：

a) The Mining Technician agrees to pay the entrance fee amounting to TZS 400,000,000/= (Four Hundred Million Tanzania Shillings).

a) 采矿技术人员同意支付入场费 400,000,000/= TZS (四亿坦桑尼亚先令)。

b) The payment shall be made on or before the 15 day of May **2025** where The Mining Technician shall pay TZS. 200,000,000/= as a first installment of payments, after reaching the gold ore vein The Mining Technician shall pay TZS. 100,000,000/= as a second Installment of Payment and the last installment shall be after the period of three year when The Mining Technician is on the process of renew this contract, shall pay TZS. 100,000,000/=.

(b) 付款应在 2025 年 5 月 15 日或之前支付，其中采矿技术人员应支付 TZS. 200,000,000/= 作为第一期付款，到达金矿脉后采矿技术人员应支付 TZS. 100,000,000/= 作为第二期付款，最后一期应在三年后支付，当采矿技术人员正在续签本合同时，应支付 TZS. 100,000,000/=。

c) Payment shall be made to the Mineral License Holder's designated account as follows:

刘伟

c) 付款应支付到矿产许可证持有人的指定账户，如下所示：

Bank Name: NMB BANK

Account Name: **GODFREY MICHAEL MWANKENJA**

Account Number: **60710030699**

Swift Code: **NMBIBTZTZ**

银行名称：NMB BANK

账户名称：GODFREY MICHAEL MWANKENJA

账号：60710030699

Swift Code：NMBIBTZTZ

2. Rights Granted: 授予的权利

- a) Upon receipt of the entrance fees, the Mineral License Holder grants the Licensee the right to enter and carry out mining activities as permitted under the Primary Mining License Mentioned herein.
- a) 收到入场费后，矿产许可证持有人授予许可证持有者进入矿区并开展本文所述初级采矿许可证所允许的采矿活动的权利。
- b) The Mining Technician shall have a right to uninstall and remove all mining instrument and machine upon the end of this contract.
- b) 本合同结束时，采矿技术人员有权卸载和移除所有采矿仪器和机器。
- c) The licensee shall take 80% of ore and Licensor shall take 20% of ore produced on the PML mentioned herein.
- c) 被许可方应获取此处所述 PML 上生产的矿石的 80%，而许可方应获取 20%。

3. Obligations of the Licensee:

- a) Comply with all applicable laws and regulations governing mining activities. b) Maintain the integrity and safety of the mining area.

3. 许可方的义务：

24/5/17

- a) 遵守所有适用的采矿活动法律法规。 b) 维护采矿区的完整性和安全。

4. Obligations of the Licensor:

- a) Allow The Mining Technician access to the mining site upon payment of the entrance fees.
b) Facilitate any necessary legal or administrative procedures to ensure compliance.

4. 许可方的义务：

- a) 允许采矿技术人员在支付入场费后进入采矿现场。 b) 协助办理任何必要的法律或行政手续，以确保合规。

5. Termination:

- a. This Agreement may be terminated if the Licensee fails to pay the entrance fee within the specified period.

5. 终止：

- a. 如果被许可人未能在规定期限内支付入场费，本协议可终止。

6. Duration:

- i. This contract shall be three (3) years with effect from the date of signing. And that, if during this period the licenses expires then it is the responsibility of the Mineral Right Holder to renew them.
ii. Upon expiration of this stated period, this agreement shall be extended for a further term of any duration without new terms and the share percentage may not change between the parties.

6. 期限：

- i. 本合同自签署之日起有效期为三年（3）。如果在此期间许可证到期，则矿产权利人有责任续签。 ii. 上述期限届满后，本协议可续签，续签期限不限，且双方的份额比例不得更改。

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Governing Law:

This Agreement shall be governed by the laws of Tanzania.

7. 适用法律：本协议受坦桑尼亚法律管辖。

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

兹证明，双方已于上述日期签署本协议。

SIGNED and DELIVERED at Songwe by
the said **GODFREY MICHAEL
MWANKENJA**
who is known/Identified to me by.....
in my presence this.....day of.....
2025.


.....
MINERAL LICENCE HOLDER

BEFORE ME:
Name
Signature
Address
Qualification: **ADVOCATE**

SIGNED and DELIVERED at Songwe by
the said **LIU WEI**
who is known/Identified to me by.....
in my presence this.....day of.....
2025.


.....
TECHNICAL SUPPORTER

BEFORE ME: -
Name
Signature
Address
Qualification: **ADVOCATE**

1 .

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS
MINING COMMISSION



THE MINING (MINERAL RIGHTS) REGULATIONS, 2018
PRIMARY MINING LICENCE 001914SWZ

The Mining Act, Cap. 123

The exclusive right, subject to the provisions of *The Mining Act, Cap. 123* 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 **Geofrey Michael Mwankenja** of P.O. Box 2, **Chunya, Tanzania** (hereinafter called the Licensee), to prospect and mine for **Gold**, at **Saza**, in **Chunya District**, **QDS 227/4** 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* shall be valid for a period of seven (7) years, effective from the date of grant.

Granted this 24th day of July 2018

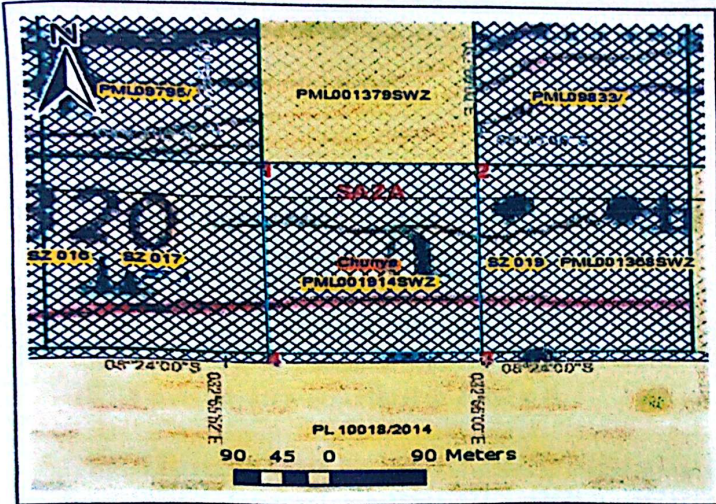
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Eng. Ramadhani M. Lwamo
For: EXECUTIVE SECRETARY

ANNEX A

DESCRIPTION OF THE PRIMARY MINING LICENCE AREA

The Primary Mining Licence is at area in Chunya District, QDS 227/4 defined by the following corner co-ordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 08 deg. 23 min. 51.38 sec.	32 deg. 55 min. 53.32 sec.
2	- 08 deg. 23 min. 51.38 sec.	32 deg. 55 min. 59.85 sec.
3	- 08 deg. 23 min. 59.57 sec.	32 deg. 55 min. 59.85 sec.
4	- 08 deg. 23 min. 59.57 sec.	32 deg. 55 min. 53.32 sec.



Legend	
Licensed area	
License Number	PML001914SWZ
District	Chunya
Direction	

An area of approximately 5.02 Hectares.

ANNUAL RENT PAYMENTS

Year	ERV	Amount (TShs.)	Date	Signature & Stamp
1.	8885236 19759496	447,600/=	17/07/2017	
		4000/=	30/07/2018	
2.	92293133059222	451,800.0	20.10.2022	
3.	922293133059222	451,800.0	20.10.2022	
4.	922293133059222	451,800.0	20.10.2022	
5.	922293133059222	451,800.0	20.10.2022	
6.				
7.				

Resident Mines Officer
 P. O. Box 21
 Chunya
 Kny: AFISA MADINI
 S. L. P. 138
 MKWAJUNI - BONCWE