

COOPERATION AGREEMENT

Between

**Mayenga Mayala Ngweso
[PML Owner]**

And

**Waridi Mining Limited
[Investor]**



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COOPERATION AGREEMENT

Between:

Mr. Mayenga Mayala Ngweso a natural person and a Citizen of Tanzania of P.O. Box 109 Nyamitondo Geita, a holder of Nation ID No 19781220-39124-00001-20 and owner of the Primary Mining Licenses, (hereinafter referred to as the "PML Owner" which expression, where the context permits, shall include its assigns and successor in title of one part;

And

Waridi Mining Limited, a limited liability company incorporated and registered under the laws of Tanzania with registration number 176562757 and whose registered office is situated at P.O. Box 80163, 369 Toure Drive, 2nd floor Kilwa House, Oysterbay, Dar es Salaam ((hereinafter referred to as the "Investor" which expression, where the context permits, shall include its assigns and successor in title of the other part;

Background

- (A) The PML Owner holds two (2) primary mining licenses registered with number PML1641GTA and PML1640GTA respectively covering the areas described in Annexure A to this Agreement ("the **Primary Mining Licenses**") issued by the Mining Commission in Nyamalulu village, Geita District, Geita Region in Tanzania.
- (B) The PML Owner has the exclusive right under the Primary Mining Licences to prospect mine and sell gold.
- (C) The Investor is a mining and processing investment company with the capacity and technological skills of mining and processing gold and other mineral deposits.
- (D) The Investor has the requisite expertise and technological knowhow in mining and processing mineral deposits and is ready to cooperate with the PML Owner in accordance with the terms and conditions set out in this Agreement.
- (E) The Parties wish to cooperate in mining and processing of the gold deposits in the entire area covered by the Primary Mining Licenses.
- (F) The Parties therefore agree to enter into this Agreement with the purpose of exploration, mining, processing, marketing and sale of gold (the **Project**).
- (G) The PML Owner irrevocably agrees and appoints the Investor as its exclusive mining and processing operator of the gold ore to production, marketing and sale of the gold.
- (H) The purpose of this Agreement is to define the general framework for the relationship, duties, obligations and cooperation between the Parties in relation to the Project.



It is agreed as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

Affected Party has the meaning given to it in Clause 10.1;

Affiliates means any Person who at any tier Controls, is Controlled by, or is Controlled by an entity that Controls another Person;

Agreement means this Cooperation Agreement.

Business Day means a day exclusive of weekends and public holidays when banks and financial institutions are open for business in the United Republic Tanzania;

Commencement Date shall mean sixty days (Sixty Days) after signature of this agreement and is the date whereby the investor is obligated to commence the operations described in this agreement;

Exclusivity Period means a period commencing on the Commencement Date and continuing with respect to each Party for fifteen (15) years thereafter and any other extension as may be directed by the Investor.

Force Majeure Events has the meaning given to it in Clause 10.1;

Mine Site means the gold deposits located in the Primary Mining Licenses areas;

Parties mean the Parties to this Agreement and **Party** shall mean any of the Parties;

Person means an individual, partnership, joint venture, corporation, limited liability company, government entity, or other entity;

Primary Mining Licenses has the meaning given to it in Annexure (A).

Principles has the meaning given to it in Clause 2.1

Signature Date has the meaning of the date on which this agreement is signed.

1.2 Certain Rules of Interpretation

In this Agreement:

(a). The division into Clauses, and the insertion of headings and the Table of Contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

(b) The expressions "hereof", "herein", " hereto", "hereunder", "hereby" and similar expressions refer to this Agreement as a whole and not to any particular portion of this Agreement; and

(c) Unless specified otherwise or the context otherwise requires:



(i). References to any Clause or Annexure are references to a Clause of, or Annexure to, this Agreement;

(ii). "Including" or "includes" means "including (or includes) but is not limited to", and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it.

(iii). "The aggregate of", "the total of", "the sum of", or a phrase of similar meaning means the aggregate (or total or sum), without duplication, of;

(iv). References to any legislation, statutory instrument or regulation, or a section thereof, are references to the legislation, statutory instrument, regulation or section as amended, restated and in effect from time to time;

(v) Words in the singular include the plural and vice-versa, and words in one gender include all genders;

(vi) Any instance of the word "including" means "including without limitation";

(vii) References unless otherwise stated, a reference herein to a numbered or lettered article, section, subsection, clause or schedule refers to the article, section, subsection, clause or schedule bearing that number or letter in this Agreement;

(viii) A reference to "this Agreement", "hereof", "hereunder", "herein" or words of similar meaning, means this Agreement including the schedules hereto, together with any amendments thereof.

2 PRINCIPLES OF COLLABORATION

2.1 The Parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- (c) act in good faith to support compliance with these Principles; and
- (d) The PML Owner acknowledges and agrees that any investment made by the Investor in terms of this Agreement including but not limited to machinery, vehicles, processing equipment and infrastructure remains the lawful property of the Investor even after any termination of this Agreement.

3 ROLES AND RESPONSIBILITIES OF THE PARTIES

3.1 The Parties agree to work together in good faith and shall each dedicate personnel and efforts as reasonably necessary for the performance of their respective responsibilities as part of their contribution to the implementation of this Agreement.



3.2 PML Owner:

- (a) Hereby appoints and pledges to the Investor to be its exclusive mining operator, giving full authority to the Investor to prospect, mine and sell gold as the case may be on the land under Primary Mining Licenses for the duration of the Exclusivity Period; and
- (b) The PML Owner shall be personally present or may appoint a reputable person who will represent his interests at the final recovery of gold by the Investor.
- (c) Ensure that the representative referred in the above paragraph is available whenever required and shall not without any reasonable justification hinders the operations of the Investor.

3.3 The Investor shall:

- (a) Be responsible for all expenses in the performance of its obligations incurred pursuant to this Agreement;
- (b) Pay the PML Owner an amount of \$46,100.00 (Forty-Six Thousand One Hundred United States Dollars) upon signing the contract as a signing fee.
- (c) Not appoint any other party to mine and/or work on Primary Mining Licenses except for its Affiliates;
- (d) Give the PML Owner the right to be present in person or by designated representative, at the final recovery of gold by the Investor and to inspect any activity in this regard.
- (e) Shall pay all annual rent payments (and other related government fees) due and payable to the Mining Commission as of the Commencement Date and for entire duration of the Exclusivity Period.

4 **PAYMENTS**

4.1 The Investor shall pay to the PML Owner five percent (5.0%) of the gross sale of gold whenever gold is sold in accordance with the local market prices of gold Tanzania as published by the Mining Commission. The 5% will be calculated from the amount remaining after covering of all the relevant government taxes and levies.

4.2 Subject to performance of its obligations under this Agreement and Clause 10 (*Force Majeure Event*), payments to the PML Owner shall commence upon commencement of production by the Investor and shall be paid to a designated bank account to be provided by the PML Owner.

4.3 All payments to be paid to the PML Owner shall be made in the following bank details;

Bank: NMB

Tawi: Bariadi



TZS Account No. 30510007440

Account Name: Mayenga Mayala Ngweso

- 4.4 The Investor shall be entitled to ninety-five percent (95%) of the gross value of gold production minus government taxes and levies.

5 DURATION AND TERMINATION

- 5.1 This Agreement shall take effect from the Commencement Date and thereafter shall remain in force for the entire Exclusivity Period. After expiry of the Exclusivity Period, this Agreement may be renewed at the sole discretion of the Investor.
- 5.2 This Agreement may be terminated prior to the expiry of the Exclusivity Period:
- (a) upon both Parties agreeing in writing to terminate this Agreement;
 - (b) due to impossibility of implementation in the event of revocation of the Primary Mining Licenses; and
 - (c) if either of the Parties is in breach of a material term of this Agreement and the innocent Party sends a Thirty (30) Business Day notice of its intention to terminate this Agreement due to such breach and the breach remains un-remedied following the expiry of the aforementioned notice period.
 - (d) the investor has not fulfilled the conditions precedent to the commencement date.
 - (e) the investor has not fulfilled his obligation to pay the PML Owner the full amount as stated in Clause 3.3 (b), the agreement will be terminated with immediate effect.
- 5.3 On the termination of this Agreement whether by effluxion of time or otherwise the Investor shall, for a period of ninety (90) days thereafter be entitled to access the PML licence area to remove any machinery, plant and any non-permanent installations brought onto or erected by it on the area which does not include any permanent structures.

6 CONDITIONS

- 6.1 The proposed implementation of the Project shall be conditional on:
- (a) Compliance with the Mining Act (Cap. 123 R.E. 2019);
 - (b) the renewal of the Primary Mining Licenses by the PML Owner;
 - (c) the confirmation and provision of evidence by the PML Owner that all outstanding annual rent payments have been paid; and
 - (d) no legislation or regulation being proposed or passed that would prohibit or materially restrict the implementation of the Project by either Party.



7 **INDEMNITY**

7.1 The PML Owner shall indemnify, defend, and hold harmless the Investor, and its respective officers, directors, employees, agents, representatives, successors, affiliates, and permitted assigns from and against any losses (including attorneys' fees and costs) which the Investor suffers, sustains or becomes subject to as a result of, or in connection with matters such as those set out below;

- (a) unrenewed Primary Mining Licenses;
- (b) unpaid annual rent payments; and
- (c) any breach of this Agreement by PML Owner or PML Owner's agent's negligence or wilful misconduct.

8 **EXCLUSIVITY**

8.1 During the Exclusivity Period, the PML Owner shall not directly or indirectly enter into or be involved in any partnership or investment discussions or negotiations in connection with the Project with any other person except with the Investor or its Affiliates.

9 **CONFIDENTIALITY**

9.1 The Parties undertake to each other not to disclose, divulge or transmit to any third persons any information concerning the business or administration of the other.

9.2 All technical information know-how and the like provided by the Parties to each other during the implementation of this Agreement and the Project shall be kept confidential and shall not be disclosed or made use of in any way whatsoever by the other Party except for the purpose of and to fulfil the objectives of this Agreement unless such technical information know-how or the like:

- (a) was known to the third party prior to the Commencement Date;
- (b) comes to be in the public domain through no fault of either of the Parties;
- (c) is disclosed by the Party which is the proprietor of such technical information know-how to a third party who is not under any obligation to keep such information confidential; or
- (d) is disclosed in the course of any judicial or quasi-judicial proceedings before a court or administrative or legislative tribunal where either Party is under a legal obligation to make such disclosure provided that in such event the Party under a duty to disclose will use its best endeavours if such is not inconsistent with the terms of the legal requirement to notify the other Party of that fact as soon as practicable to allow that other Party to have an opportunity to prevent disclosure of the confidential information. The Party under the duty to disclose shall thereafter be



entitled to comply with such legal process to the extent required by the law.

10 FORCE MAJEURE EVENT

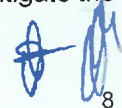
10.1 No Party shall be responsible for whole or partial non-performance of its respective obligations under this Agreement to the extent such non-performance is due to occurrence of any event or circumstance (the "**Force Majeure Event**"), occurring after the Commencement Date, which is beyond the reasonable control, directly or indirectly and without the fault or negligence, of the Party affected (the "**Affected Party**") which, despite all reasonable continuing efforts of the Affected Party to obstruct it or mitigate its effects, causes delay or disruption in the performance of any of the terms and conditions of this Agreement, only to the extent that they satisfy the above requirements, and shall include but is not limited to:

- (a) acts of a public enemy, war (declared or undeclared), threat of war, warlike conditions, civil commotion, riots, insurrection, mobilization, blockade, revolution or civil disturbance;
- (b) storms, fires, floods, tempest, tidal wave, landslide, lightning, earthquake, tsunami or any other severe adverse weather conditions or other acts of God;
- (c) embargoes, breakdown of loading and unloading facilities or railroad;
- (d) circumstances caused by reason of laws, regulations, orders or acts of any governmental authority; and
- (e) plague, epidemic, pandemic or quarantine restrictions (including but not limited to any restrictions arising out of, in relation to or as a consequence of the Covid-19 pandemic),

but excluding: (i) weather conditions to be reasonably expected for the climate in the geographical area of the Mine Site; (ii) general economic conditions and exchange fluctuations; and (iii) the financial condition of any Party.

10.2 If an Affected Party desires to invoke such Force Majeure Event as a cause for delay in the performance of any obligation hereunder, as soon as reasonably practicable, and in any event within fifteen (15) Business Days of the occurrence of such Force Majeure Event, it shall notify the other Party in writing of such date, the nature and expected duration of such Force Majeure Event. As soon as reasonably practicable, and in any event within fifteen (15) Business Days following the termination of such Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall notify the other Party thereof in writing.

10.3 If no consultation is made within fifteen (15) Business Days or no agreement is reached between the Parties within thirty (30) days of the notice under Clause 10.2 being made, then the performance of this Agreement by the Affected Party shall be suspended for the duration of the Force Majeure Event and the Affected Party shall not be liable for delay or failure in performance of the relevant provisions of this Agreement for such duration. The Affected Party shall take all reasonable steps to remove and mitigate the



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conditions of the Force Majeure Event, with the least possible delay, in compliance with its obligations under this Agreement.

- 10.4 If performance by an Affected Party of its obligations under this Agreement is suspended pursuant to this Clause 10 (*Force Majeure Event*) for a duration of ninety (90) days in aggregate in any consecutive period of one hundred and eighty (180) days, the Party not affected by Force Majeure Event may, by written notice to the Affected Party, terminate this Agreement without any liability.
- 10.5 For the purposes of this Clause 10 only: Business Day(s) means a day other than a Saturday or Sunday on which commercial banks are open for general business in Tanzania.

11 DISPUTE RESOLUTION

11.1 Amicable Settlement

All disputes or differences whatsoever which shall at any time arise hereafter whether during the continuance of this Agreement or upon or after its discharge or determination arise between the Parties hereto touching or concerning this Agreement or its construction or effect or as to the rights, duties or liabilities, interpretation or termination of the parties hereto or any of them under or by virtue of this agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall be resolved amicably through consultations and negotiations within thirty (30) days.

11.2 Arbitration

In case of failure to resolve the dispute amicably as provided in paragraph 11.1 above, the matter shall be referred to and finally resolved by arbitration under the Arbitration Act, 2020 (Cap 15) of the Laws of the United Republic of Tanzania.

- (a) The Arbitral Tribunal shall consist of three (3) Arbitrators. Whereas each Party to the Arbitration shall nominate one (1) Arbitrator and the Chairman of the Arbitral Tribunal shall either be appointed by the two (2) appointed Arbitrators and failure of the appointed Arbitrators to appoint the Chairman, the Chairman shall be appointed by the Chairman of the Tanzania Institute of Arbitrators (TIArb).
- (b) The language of the Arbitration shall be in English and Kiswahili.
- (c) The seat of the Arbitration shall be in the City of Dar es Salaam, Tanzania.
- (d) All costs and expenses of the arbitral tribunal and Arbitral institution shall be borne by the parties equally. Each Party shall bear its own costs and expenses (including its own counsel, experts and witnesses) involved in preparing and presenting its case.
- (e) The decision of the Arbitrators shall be final and binding on the Parties and will be enforceable under the laws of the United Republic of Tanzania.



- (f) The Arbitration proceedings shall not cause the performance of the Parties contractual obligations to be suspended during the progress of the arbitration, however the proceeds of the processing of the diamond dumps shall be sealed, described and held in trust in a facility appointed by the arbitrators.

11.3 Interim relief

- (a) Except as otherwise specifically limited in this agreement, the Arbitral Tribunal shall have the power to grant any remedy or relief that it deems appropriate whether provisional or final, including conservatory relief and injunctive relief and any such measures ordered by the applicable law, be deemed to be as final award on the subject matter of the measures and shall be enforceable as such in accordance with the Arbitration Act, 2020 (Cap15) or any statutory modification or re-enactment thereof for the time being in force.

12 GOVERNING LAW

This Agreement is governed by and construed in accordance with the Laws of Tanzania.

13 REPRESENTATION BY PARTIES

13.1 Each Party makes the following representations:

- (a) its acceptance of the terms of this Agreement has been duly authorised and does not contravene the laws of the United Republic of Tanzania or any contractual obligation binding upon it;
- (b) there is no material litigation or similar proceedings or any notice from the Government authority to the knowledge of the Parties, presently pending or threatened which would have a material adverse effect on the business or assets of the Parties; and
- (c) its incorporation and constitutional documents allow it to enter into this Agreement.

14 WARRANTIES AND UNDERTAKINGS

14.1 The PML Owner warrants and undertakes to the Investor as follows:

- (a) he is the sole legal and beneficial owner of a 100% undivided interest in the Primary Mining Licenses and that such Primary Mining Licenses are in good standing under the laws of the United Republic of Tanzania;
- (b) he has complied with all laws in effect in Tanzania with respect to Primary Mining Licenses as described in "Annexure A "and they have been duly and properly registered in accordance with Tanzanian laws;



- (c) there are no formal and legal obstacles/restrictions in relation to the implementation of this Agreement, in particular the Primary Mining Licenses are not encumbered with any rights, charges, liens and claims of any party and are free from execution seizures;
- (d) the Primary Mining Licenses and PML Owner are free from any environmental or safety claims and there are no grounds for making such claims;
- (e) on the Signature Date, the PML Owner shall hand over a certified copy of the Primary Mining Licenses to the Investor for the entire duration of the Exclusivity Period. However, this does not give the Investor the right to transfer or assign the Primary Mining Licenses to itself;
- (f) it will not be in breach of any other agreement he has by entering into this Agreement and carrying out his obligations in terms of this Agreement;
- (g) there are no litigation(s), arbitration(s) or administrative proceeding(s) before any court, arbitral body or Government agency or any other investigations, proceedings or disputes which if adversely determined will have a material adverse effect on execution of this Agreement; and
- (h) for so long as this Agreement subsists, the PML Owner shall not deal or attempt to deal with his rights, title or interest in the Primary Mining Licenses in any way that might or would affect the rights of the Investor in terms of this Agreement.

14.2 The Investor warrants and undertakes to the PML holder as follows:

- (a) shall provide his financial capability status to guarantee his ability to execute his obligations as stated in this agreement.
- (b) shall on the commencement date present to the PML holder: a copy of the Company Incorporation Certificate and Tax Identification Number (TIN).

15 NOTICES

- 15.1 Each communication to be made under this Agreement shall be made in writing and, unless otherwise stated, may be made by electronic mail or a letter.
- 15.2 Any communication or document to be made or delivered to a Party under this Agreement shall be made or delivered to the address details set out below (or any substitute address as may be notified by it to the other Party) and will only be effective:
 - (a) if by electronic mail, when received in legible form; or
 - (b) if by letter, when left at that relevant address.

Mr. Mayenga Mayala Ngweso

P.O. Box 109,

Geita, Tanzania.

Email: ngwesomayenga5@gmail.com

Phone Number: **+255 784 481 871**

Waridi Mining Limited

P.O Box 80163,

369 Toure Drive, 2nd floor Kilwa House, Oysterbay,

Dar es Salaam, Tanzania.

Attn: WILLIAMS KAZI

Email: williykazi@gmail.com

Phone number: +255 622 345 555

Company Secretary details:

Attn: Ark Associates Limited

Email: jshimbala@ark.co.tz

Phone number: +255 766 798 508

- 15.3 Any Party to this Agreement may notify the other Party of any change to its address or other details specified in this Clause 15, provided that such notification shall only be effective from the date specified in such notice or five (5) Business Days after the notice is given, whichever is later.
- 15.4 For the avoidance of doubt, the Parties agree that the provisions of this Clause 15 shall not apply in relation to the service of any writ, summons, order, judgment or other document relating to or in connection with any proceeding, suit or action arising out of, or in connection with this Agreement.

16 **STATUS**

- 16.1 This Agreement is legally binding. and the Parties enter into this Agreement warranting to honour all their obligations.
- 16.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.



17 **LANGUAGE**

17.1 This Agreement is written in both English and Kiswahili language in three copies, each Party having one copy with equal legal validity; in case of inconsistency between the Kiswahili version and the English version, the English version shall prevail.

18 **GENERAL**

18.1 This Agreement (together with the documents referred to in it) shall constitute the entire Agreement between the Parties.

18.2 No alteration, cancellation, variation of or addition to this Agreement shall be of any force or effect unless consented to by the Parties in writing.

18.3 No Party may cede or assign its rights or delegate its obligations in terms of this Agreement without the prior written approval of the other Party.

18.4 The headings of the several clauses of this Agreement are inserted solely for convenience of reference and in no way define describe limit extend or aid in the construction of the scope, extent or intent of this Agreement or any term or provision hereof; and

18.5 Each Party shall bear its own costs of, and incidental to the negotiation and preparation of this Agreement.

18.6 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18.7 Except as expressly stated in this Agreement, nothing contained in this Agreement shall be construed in any way as creating any agency, partnership, consortium or any other relationship whatsoever between the Parties.

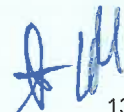
18.8 The terms of this Agreement and the rights powers and obligations conferred on the Parties between themselves shall not be transferable to any third party without the written consent of the other Party, such consent not to be unreasonably withheld or delayed.

18.9 The PML Owner shall handover the site (PML's area) to the Investor within Fourteen Days (14-Days) from the date of execution of the Agreement and the Investor shall be fully responsible with everything in the PML area including issues relating to operations and security.

18.10 The PML Owner shall consult or engage a Certified Valuer to estimate the relevant values of all properties situated (available) in the PML area (site) and the list of the same and their value shall be submitted to the Investor at the handling date.

18.11 The Investor shall be responsible to compensate the PML Owner all the properties situated or available in the PML area if or in case the Investor deems fit or reasonable to destroy, destruct or demolish them in the course of his operations. The compensation shall be prompt and fully as provided in paragraph 18.10 herein above.

This Agreement shall be legally binding on the Parties and has been signed and is entered into on the date stated at the beginning of it.



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EXECUTION PAGES:

IN WITNESS whereof this Agreement has been duly executed.

SIGNED at GEITA on this the 17th day of JUNE 2025.

FOR OR ON BEHALF OF: PML HOLDER

Name: MAYALA MAYENGA

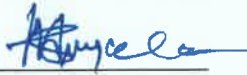
Seal/Stamp

Qualification:

PML Owner

Address:

Signature:



FOR OR ON BEHALF OF WARIDI MINING LIMITED

19.1 Name: WILLIAMS LEMUEL KAZI

Qualification: Director

Address: 368 Msasani Road, Mikumi House, Oyster bay

Signature:



19.2 Name: ARNOLD NEIL LANGE

Qualification: Director

Address: 8A York Rd, Bloemfontein South Africa

Signature:



19.3 Name: Serge Fass

Capacity: Director

Address: Prins Alberlei 15
2600 Antwerp, Belgium

Signature:



Witness:

Name: _____

Qualification: _____

Address: _____

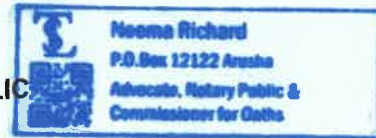
Date: _____

Signature: _____

BEFORE ME:



ADVOCATE/NOTARY PUBLIC



ANNEXURE A

1. Definition of the PML'S


A Primary Mining License (PML) is a license granted by the MINISTRY OF ENERGY AND MINERALS under SECTION 56(2) of the MINING ACT 2010 for small-scale mining operations.

It allows holders to prospect, mine and sell minerals in a designated area for a period of seven years, which is renewable. PMLs are typically issued to Tanzanian citizens or local businesses with limited capital investment.

2. Description and Location of the PML'S

S/N	LICENCE NO.	AREA/REGION	SIZE (HECTARES)	DATE OF EXPIRATION
1	PML 1640 GTA	Nyamalulu, Geita	7.88	
2	PML 1641 GTA	Nyamalulu, Geita	7.87	

Figure 1 PML 1640



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THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS
MINING COMMISSION

THE MINING (MINERAL RIGHTS) REGULATIONS, 2018
PRIMARY MINING LICENCE PML1640GTA
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 Mayenga Mayala Ngweso (100%) of P.O Box 109 Nyamtondo, Geita, Tanzania (hereinafter called the Licensee), to prospect and mine for Gold, at Nyamalulu-Nyamtondo area, in Geita District, QDS 45/2 over an area described overleaf (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 21st day of MAY 2024



Samwel D. Shoo
For: EXECUTIVE SECRETARY



1/2

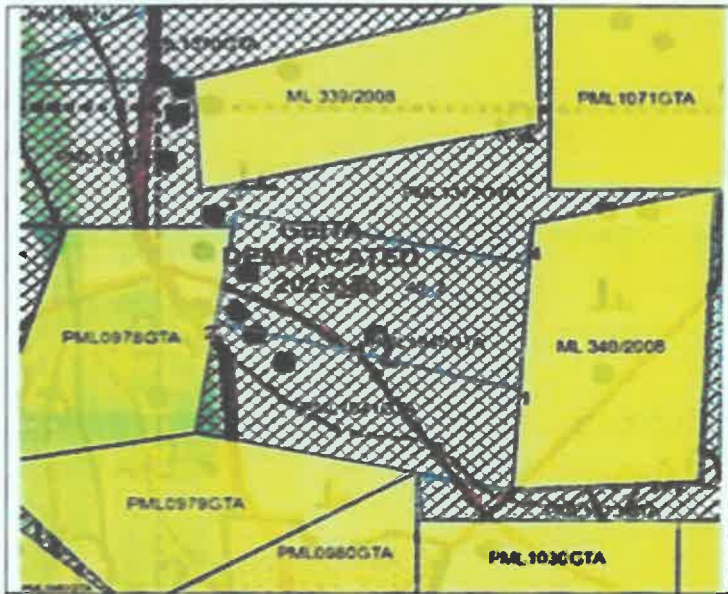
ISADIA VALUATION & REGISTRATION
ATTORNEYS

ANNEX A

DESCRIPTION OF THE PRIMARY MINING LICENCE AREA

The Primary Mining Licence is at Nyamalulu-Nyamtondo area in Geita District, QDS 45/2 defined by the following corner co-ordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 03 deg. 08 min. 3.70 sec.	31 deg. 58 min. 10.67 sec.
2	- 03 deg. 08 min. 0.20 sec.	31 deg. 57 min. 56.73 sec.
3	- 03 deg. 07 min. 54.30 sec.	31 deg. 57 min. 57.67 sec.
4	- 03 deg. 07 min. 56.92 sec.	31 deg. 58 min. 11.08 sec.



Legend	
Licensed area	
License Number	PML1640GTA
District	Geita
Direction	

An area of approximately 8.42 Hectares.

ANNUAL RENT PAYMENTS

Year	ERV	Amount (TShs.)	Date	Signature & Stamp
2024/25	995020734208	=757,800/-	22/04/2024	
2.
3.
4.
5.
6.
7.

MAG. FISA MADINI MKAZI
GEITA.

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS

MINING COMMISSION

THE MINING (MINERAL RIGHTS) REGULATIONS, 2018
PRIMARY MINING LICENCE PML1641GTA
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 Mayenga Mayala Ngweso(100%) of P.O Box 109 Nyamtondo, Geita, Tanzania (hereinafter called the Licensee), to prospect and mine for Gold, at Nyamalulu-Nyamtondo area, in Geita District, QDS 45/2 over an area described overleaf (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 21st day of MAY 2024



Samwel D. Shoo
For: EXECUTIVE SECRETARY



ANNEX A

DESCRIPTION OF THE PRIMARY MINING LICENCE AREA

The Primary Mining Licence is at Nyamalulu-Nyamtondo area in Geita District, QDS 45/2 defined by the following corner co-ordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 03 deg. 08 min. 9.21 sec.	31 deg. 58 min. 10.36 sec.
2	- 03 deg. 08 min. 6.18 sec.	31 deg. 57 min. 55.80 sec.
3	- 03 deg. 08 min. 0.20 sec.	31 deg. 57 min. 56.74 sec.
4	- 03 deg. 08 min. 3.76 sec.	31 deg. 58 min. 10.72 sec.



Legend	
Licensed area	
License Number	PML1641GTA
District	Geita
Direction	

An area of approximately 7.92 Hectares.

ANNUAL RENT PAYMENTS

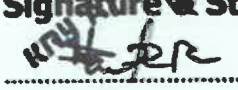
Year	ERV	Amount (TShs.)	Date	Signature & Stamp
2024/25 ¹	995020784808	= 7 52 800/-	22/04/2024	
2.
3.
4.
5.
6.
7.





Figure 2 PML 1641

[Handwritten signature] *[Handwritten initials]*