

Investment Partnership Agreement (IPA)

Between

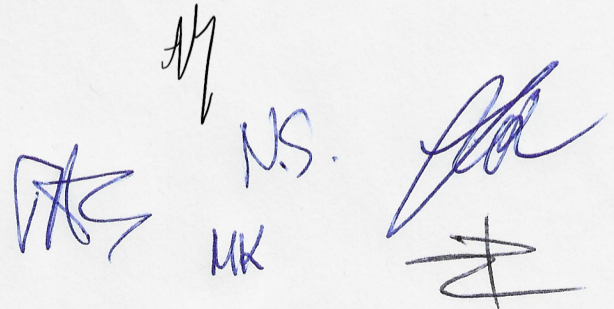
**VIJANATZ INDUSTRIES LIMITED
WHMK AS**

and

**KIRSEBÆR AS
RRHK HOLDING AG
BLESS HOLDING AS
SPJELKEVIK HOLDING AS**

in respect of

**STRATEGIC MULTI-ASSET MINING INVESTMENT
(DODOMA GRANITE, HANETI NICKEL & KIGOMA GOLD)**

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1 PARTIES

- 1.1 **VIJANATZ INDUSTRIES LIMITED**, a limited liability company incorporated in Tanzania active in the business of prospecting, mining and dealing in various minerals and having principal office at Bahari Beach Block 35/1 Kunduchi, P. O. Box 77874, Dar es Salaam, Tanzania, BRELA Reg. No. 149202722 (hereinafter referred to as "**Vijanatz**")
- 1.2 **WHMK AS**, a limited liability company incorporated in Norway having principal office at Skippergata 17, 4611 Kristiansand S, Norway, Reg. No. 924 447 605 (hereinafter referred to as "**WHMK**"), and
- 1.3 **KIRSEBÆR AS**, a limited liability company incorporated in Norway, with address at Skiveien 54, 1410 Kolbotn, Reg. No.928 034 305
- 1.4 **RRHK HOLDING AG**, Public Limited Company, incorporated in Switzerland, address at: c/o do well GmbH, Gewerbestrasse 5, 6330 Cham, Switzerland, Reg. No: 347.484.747(hereinafter referred to as "**RRHK**").
- 1.5 **BLESS HOLDING AS**, a limited liability company incorporated in Norway having principal office at Kunnskapsveien 60, 3430 Spikkestad, Norway, Reg. No. 996 221 575 (hereinafter referred to as "**Bless holding**"),
- 1.6 **SPJELKEVIK HOLDING AS**, a limited liability company incorporated in Norway having principal office at Billingstadsletta 19A, 1396 Billingstad, Norway, Reg. No. 935 777 615 (hereinafter referred to as "**Spjelkevik Holding**"),
- 1.7 (hereinafter referred to as the "**Nor-Investor**")

WHEREAS, **Vijanatz** and **WHMK** are collectively referred to as the '**Existing Shareholders**'. All six parties are collectively referred to as the '**Parties**' and individually as a '**Party**'.

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2 INTRODUCTION


This Investment Partnership Agreement (IPA) is made and entered into as of the 28th day of February, 2026, by and between Vijanatz Industries Ltd., WHMK AS and Nor-Investor.

- a) WHEREAS Vijanatz owns and controls various mining assets in the United Republic of Tanzania, including granite quarry operations (Ntyuka Granite Quarry), nickel exploration licenses, and gold exploration licenses;
- b) WHEREAS the primary asset is the Ntyuka Granite Quarry located in Dodoma, Tanzania, operating under Full Mining License No. ML 674/2022, with a 99-year Certificate of Occupancy covering 136,427 square meters (13.6427 hectares) with the Existing Shareholders' ownership of 70% for Vijanatz and 30% WHMK and currently in pre-operational status (hereinafter referred to as "**Ntyuka Granite Quarry**")
- c) WHEREAS, the Existing Shareholders control nickel exploration rights at Mwaka Hill, Haneti, Dodoma, through forty-four (44) Prospecting Mining Licenses (PMLs) covering approximately 417 hectares, with confirmed nickel mineralization at depths of 30–80 meters; and WHEREAS these rights are held under the Existing Shareholders' ownership structure of seventy percent (70%) for Vijanatz and thirty percent (30%) for WHMK, which previously undertook small-scale extraction and partial exploration activities, including Geological Mapping and Geophysical Surveys (hereinafter referred to as "**Haneti**");
- d) WHEREAS Vijanatz controls gold exploration rights at Bukuba village, Buhigwe District, Kigoma Region through 6 PMLs covering approximately 56.8 hectares within the Karagwe-Ankolean geological belt (hereinafter referred to as "**Buhigwe**")
- e) WHEREAS Vijanatz wishes to establish a strategic investment partnership whereby the Nor-Investor will provide capital of USD \$1,000,000 to develop the Ntyuka Granite Quarry and receive equity interests in three separate mining entities
- f) WHEREAS The Parties intend to structure this investment to provide immediate revenue generation from granite operations, medium-term nickel development opportunities, and long-term gold exploration advantage.

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- g) WHEREAS, Vijanatz has resolved to seek investors to provide seed capital, convertible into equity shares, together with the requisite technical support services necessary to bring the Ntyuka Granite Quarry into full operational status, including the procurement of agreed quarry equipment, coverage of initial operational expenditures, sea and land transportation costs, the purchase of cut-granite blocks currently onsite, and all associated port-clearance charges;
- h) WHEREAS, Nor-Investor has agreed to provide such seed capital.
- i) WHEREAS, Vijanatz has offered to allocate to Nor-Investor an exclusive ten percent (10%) shareholding in Dodoma Granite Ltd (operating the Ntyuka Licence), five percent (5%) in Haneti Nickel Ltd (operating the Haneti Licences), and five percent (5%) in Kigoma Gold Ltd (operating the Buhigwe Licences), in consideration of the seed capital to be provided by Nor-Investor; and WHEREAS, this allocation is strictly limited to the aforementioned Companies, which will be established upon investment, and does not confer any ownership interest in Vijanatz itself, nor does it extend to any other mining licences unless expressly provided for in a separate agreement;
- j) WHEREAS, the Parties have agreed to establish three (3) new companies in the United Republic of Tanzania, to be known as Dodoma Granite Ltd for the Ntyuka Granite project, Haneti Nickel Ltd for the Haneti project, and Kigoma Gold Ltd for the Kigoma project (hereinafter individually referred to as "the Company" and collectively as "the Companies")
- k) WHEREAS, following the execution of this IPA and the completion of the primary investment in Dodoma Granite Ltd, the Parties shall incorporate Dodoma Granite Ltd, Haneti Nickel Ltd, and Kigoma Gold Ltd; and whereas these entities are committed to developing sustainable mining operations, whether independently or through future strategic partnerships;
- l) WHEREAS, the Parties have agreed that each new Company shall exclusively hold the rights to manage and operate the respective Licences, together with all economic benefits arising therefrom;
- m) WHEREAS, the Parties have agreed to collaborate in pursuit of their mutually aligned objectives of supporting, establishing, and implementing commercially viable mining projects in Dodoma and Kigoma, in Tanzania, with the aim of generating profits to be shared among shareholders and reinvested in mining,

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economic, industrial, and agricultural development opportunities across Tanzania, thereby contributing to job creation and increased revenues for local communities.

- n) AND WHEREAS, The Parties desire to define and establish their respective rights, duties, powers, benefits, and liabilities in relation to one another and with respect to the new Companies.

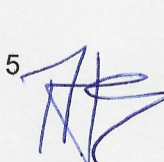
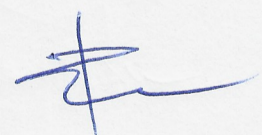
3 PURPOSE AND SCOPE

The purpose of this Agreement is to establish a strategic investment and equipment leasing partnership among the Parties for the mechanisation of operations at the Ntyuka Granite Quarry, the production of aggregates and dimension blocks, and the enabling of sustainable long-term quarry operations, together with the linked equity interests in Haneti Nickel and Kigoma Gold as set out herein. The terms of the equipment lease shall be set out in a separate Equipment Lease Agreement to be executed during implementation of this Agreement.

4 DEFINITIONS

In this Agreement, unless the context otherwise requires:

- a) Agreement means Investment Partnership Agreement (IPA) Including all schedules and attachments.
- b) Board means the Board of Directors of a Company.
- c) Capital Contribution means the investment amount of USD \$1,000,000 to be contributed by the Nor-Investor.
- d) Capital Deployment Plan means the detailed budget and expenditure schedule attached as Schedule 1.
- e) Companies means Dodoma Granite Ltd, Haneti Nickel Ltd, and Kigoma Gold Ltd, collectively.
- f) Dodoma Granite means Dodoma Granite Limited, the company (operating entity) to be established for the Ntyuka Granite Quarry.
- g) Future Investor means any third-party investor introduced to any company (Operating Entity) after the date of this Agreement, whose admission shall

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require at least an eighty percent (80%) majority resolution of the Board of Directors of the respective entity.

- h) Haneti Nickel means Haneti Nickel Limited, the company (operating entity) to be established for nickel exploration and mining at Haneti.
- i) Kigoma Gold means Kigoma Gold Limited, the company (operating entity) to be established for gold exploration and mining at Kigoma.
- j) Licences means collectively Mining License No. ML 674/2022, the 44 PMLs at Haneti, and the 6 PMLs at Buhigwe.
- k) Milestone means each of the project completion events set out in Clause 5.6 and Attachment V, the achievement of which triggers the release of a corresponding disbursement tranche by the Nor-Investor.
- l) Operating Entities means collectively Dodoma Granite, Haneti Nickel, and Kigoma Gold.
- m) PML means Prospecting Mining License issued under Tanzanian mining law.
- n) Reserved Matters means the matters set forth in Clause 7.3 requiring unanimous Board approval.
- o) Payment Waterfall means the order of priority for the application of Operating Entity revenue as set out in Clause 5.5.

5 INVESTMENT STRUCTURE

5.1 Multi-Asset Investment Framework

- a) This Agreement establishes a strategic multi-asset investment structure whereby the Nor-Investor's single Capital Contribution of USD \$1,000,000 secures equity interests in three distinct mining assets:
 - i.) Primary Investment: 10% equity in Dodoma Granite (Ntyuka Granite Quarry)
 - ii.) Linked Investment #1: 5% equity in Haneti Nickel (nickel exploration and development)
 - iii.) Linked Investment #2: 10% equity in Kigoma Gold (gold exploration and development)

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- b) The equity in Haneti Nickel and Kigoma Gold is provided to the Nor-Investor at no additional cost, contingent upon completion of the primary investment in Dodoma Granite

5.2 Transaction Structure and Leasing Framework

The following principles govern the leasing and repayment structure, to be further detailed in a separate Equipment Lease Agreement to be executed by the Parties:

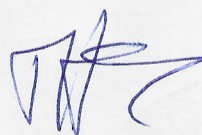
- a) The Investor will finance the acquisition of agreed quarry equipment and selected start-up / ramp-up working capital items.
- b) The financed equipment will be treated as leased assets and leased to the Company.
- c) The Investor's capital is intended to be repaid through monthly equipment lease payments calculated at agreed market rates, subject to production and sales performance.
- d) First priority of the income will be directed toward the purchase of dimension block cutting machines (type to be determined); accordingly, monthly repayments to the Investor will commence following the completion of that purchase. The full revenue priority sequence is set out in Clause 5.5. Milestone 5 in Attachment V governs the point at which this priority obligation is deemed satisfied.
- e) The equipment will serve as collateral/security for the Investor.
- f) Equipment ownership is intended to be transferred to a JV company (structure and timing: to be determined)
- g) With full back payment of invested amount, no later than 31.12.2027, as mutually agreed.

5.3 Corporate Structure

- a) The Parties shall establish three separate Operating Entities, each incorporated as a limited liability company under the laws of Tanzania:
- i.) Dodoma Granite Limited - to operate the Ntyuka Granite Quarry
 - ii.) Haneti Nickel Limited - to conduct nickel exploration and mining at Haneti
 - iii.) Kigoma Gold Limited - to conduct gold exploration and mining at Kigoma

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- b) Each Company (Operating Entity) shall be a separate legal person with its own assets, liabilities, and operations.

5.4 Allocation of Capital and Sequence of Events

The Capital Contribution shall be allocated and applied to the project costs as follows. The sequence of release of each allocation is governed by the Milestone Schedule set out in Clause 5.6 and Attachment V:

- a) USD 650,000: For the Purchase, inspection, shipping, port clearance, and transport from Dar es Salaam to Ntyuka quarry site, plus insurance of the agreed machinery, associated parts, consumables and spares, as further detailed in the Equipment Package set out in Attachment I, Part A hereto.
- b) USD 250,000: Operations & Maintenance Capital (Working Capital) for operational upgrades and initial Operation & Maintenance (O&M) costs Remitted to the Vijanatz account to cover agreed payments. Out of that amount USD 80,000 will be paid in advance, deducted from the total above, to Vijanatz account to cover early mobilisation and site preparation, surface rights and community compensation at the Ntyuka Granite Quarry site, and all licensing, regulatory, and local content compliance costs. The rest will be two more down payments of USD 80,000 and USD 90,000 respectively as per ceo's request/instructions.
- c) USD 100,000: Settlement of existing granite dimension blocks currently on site Remitted to UDBHAV INTERNATIONAL LIMITED, of P.O.Box 1617 Dodoma for the final purchase of cut-granite 82 blocks currently located onsite at the Ntyuka Granite Quarry, transferring full ownership of said inventory to the Company (Operating Entity).

5.5 Revenue Waterfall and Payment Priority

The Parties agree that all revenue generated by Ntyuka Granite Quarry shall be applied in the following order: first, statutory taxes and levies; second, essential operational costs; third, procurement of dimension block cutting machines as set out in Clause 5.2(d); fourth, monthly lease payments or full payment, due to a further negotiated agreement with all parties, and the Nor-Investor, surplus available for dividend distribution subject to Clause 7.3(e). The detailed

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payment mechanism, collection account structure, and disbursement controls shall be set out in the Equipment Lease Agreement to be executed by the Parties pursuant to Clause 5.2.

5.6 Milestones and Disbursement Triggers

5.6.1 Purpose

The Capital Contribution shall be released in tranches linked to the achievement of defined project milestones, as indicated in Attachment V.

5.6.2 Phase 1 — Equipment Deployment and Aggregate Production

Phase 1 covers the period from execution of this Agreement through to commencement of commercial aggregate production, targeting completion within three (3) months of equipment delivery. The following milestones and corresponding disbursement triggers apply:

- a) **Milestone 1 — Execution:** Upon execution of this Agreement and satisfaction of applicable conditions precedent, the Nor-Investor shall release **USD 80,000** (Advance for Preparation Activities) to Vijanatz to cover early mobilisation, surface rights, community compensation and regulatory compliance, deductible from the USD 250,000 O&M Capital allocation.
- b) **Milestone 2 — Equipment Order Confirmed:** Upon receipt by the Nor-Investor of final supplier invoices, delivery timelines, and technical specifications approved by the Board, the Nor-Investor shall effect payments directly to the approved equipment suppliers and logistics providers in accordance with Attachment I, Part A.
- c) **Milestone 3 — Equipment Delivery and Installation:** Upon written confirmation from Vijanatz, countersigned by the Nor-Investor's director, that all Leased Assets listed in Attachment I, Part A have been delivered to the Ntyuka Granite Quarry site and installed, the Nor-Investor shall release the balance of the O&M Capital after deduction of the Milestone 1 advance, to Vijanatz in accordance with the disbursement schedule in Attachment I, Part B.
- d) **Milestone 4 — Commissioning & Test Operations:** Upon acceptance by the Board of a written commissioning report from Vijanatz confirming that the

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crusher plant has completed a successful test run and is ready for commercial aggregate production, the following provisions shall apply:

- i.) No disbursement is triggered and no lease payments commence at this milestone. Revenue generated from aggregate production shall be applied in accordance with the payment waterfall, with monthly lease payments to the Nor-Investor commencing only upon satisfaction of delivery.
- ii.) No further disbursement from the Nor-Investor is triggered by this milestone.
- iii.) The commissioning report shall be accompanied by crusher test run results and shall be submitted to the Nor-Investor and WHMK within thirty (30) days of Milestone 3 being satisfied. The Board shall have ten (10) business days to accept or raise a written objection to the commissioning report.

5.6.3 Phase 2 — Dimension Block Processing

Phase 2 commences when aggregate production under Phase 1 is stable and the dimension block cutting machines have been procured in accordance with Clause 5.2(d). The following milestone applies:

- a) **Milestone 5 — Block Cutting Equipment Procured:** Upon confirmation by the **Board** that dimension block cutting machines have been delivered and installed, block processing operations shall commence. From this date, the revenue priority for machine procurement under Clause 5.5(c) shall be deemed satisfied and surplus revenue shall cascade to the next priority level.

5.6.4 Milestone 1 — Mr. Sweekar — Block Settlement

Upon receipt by the Nor-Investor of the completed Mr. Sweekar, or an entity of his choosing, purchase documentation set out in Attachment I, Part C and Attachment III, the Nor-Investor shall release **USD 100,000** directly to Mr. Sweekar, or an entity of his choosing, in full and final settlement of the granite dimension blocks onsite, transferring ownership to the relevant Operating Entity.

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5.6.5 Milestone Verification

Each milestone shall be verified by a written notice from Vijanatz to the Nor-Investor and WHMK, accompanied by supporting evidence as specified in Attachment V. The Nor-Investor shall have ten (10) business days from receipt of a milestone notice to confirm satisfaction or raise a written objection. Failure to respond within that period shall be deemed acceptance.

6 OBLIGATION OF THE PARTIES

6.1 The Operating Entities

Incorporation and Shareholding: Each of the following companies (the "Operating Entities") shall be incorporated as a private limited liability company under the *Companies Act (Cap. 212)* of the United Republic of Tanzania. Initial shareholding shall be allocated as follows:

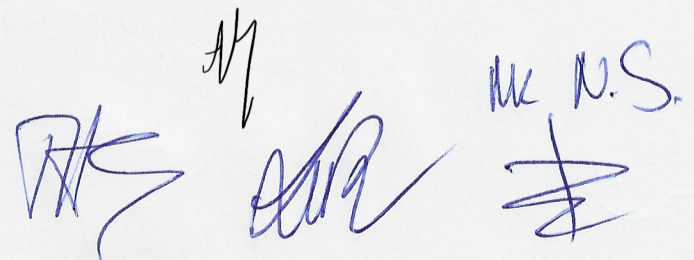
Company (Operating Entity)	Nor-Investor	WHMK	Vijanatz
i. Dodoma Granite Ltd	10%	30%	60%
ii. Haneti Nickel Ltd	5%	30%	65%
iii. Kigoma Gold Ltd	10%	6%	84%*

*Note: In Kigoma Gold Ltd, Vijanatz shall hold 84% initially, with 33% reserved for future transfer to a Strategic Investor upon the eighty percent (80%) consent of the founding Parties.

6.2 Obligations of Vijanatz

Vijanatz shall be responsible for:

- Title Management:** Ensuring each Company (Operating Entity) holds exclusive rights to manage and operate its relevant Licenses through binding legal agreements (subleases or assignments) approved by the Mining Commission.
- Regulatory Compliance:** Obtaining and maintaining all Tanzanian permits, EIA certificates, and Local Content approvals.
- Logistics and Operations & Maintenance:** Using the USD 250,000 remit to pay all logistics, compliance and operation and maintenance costs.



- d) Board Nomination: Appointing three (3) directors to the Board of each Company (Operating Entity).

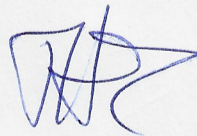
6.3 Obligations of Nor-Investor

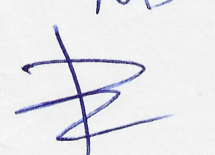
- a) Nor-Investor shall be responsible for:
 - i.) Capital Contribution: remitting USD 1,000,000 in tranches linked to milestone achievement as set out in Clause 5.6 and Attachment V to be applied as follows:
 - ii.) USD 650,000: Purchase, shipping, port clearance, and transport from Dar es Salaam to Ntyuka quarry site, plus insurance of a turnkey (complete) agreed equipment and spare parts paid against approved invoices.
 - iii.) USD 250,000: Remitted to Vijanatz to cover early mobilisation and site preparation, operational ramp-up costs, surface rights and community compensation at the Ntyuka Granite Quarry site, and all licensing, regulatory, and local content compliance costs.
 - iv.) USD 100,000: Payment to Mr. Sweekar, or an entity of his choosing, for the final purchase of cut-granite blocks currently onsite at Ntyuka.
- b) Mobilisation of investors and technical expertise for Haneti Nickel and Kigoma Gold, together with advisory support for the Ntyuka Granite Quarry.
- c) Board Representation: Appointing one (1) director to the Board of each Company (Operating Entity).
- d) Veto Power: Exercising veto rights over Reserved Matters (see Clause 7.3) to protect the capital investment.

6.4 Obligations of WHMK

WHMK shall be responsible for:

- a) Mobilisation of investors and technical expertise for Haneti Nickel and Kigoma Gold, together with advisory support for the Ntyuka Granite Quarry.
- b) Board Representation: Appointing one (1) director to the Board of each Company (Operating Entity).
- c) Governance: Participating in strategic planning and exercising veto rights over Reserved Matters.



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- d) Veto Power: Exercising veto rights over Reserved Matters (see Clause 7.3) to protect the capital investment.

6.5 Insurance

Vijanatz shall procure and maintain throughout the term of this Agreement comprehensive insurance on all Leased Assets (Attachment I, Part A), covering: (a) installation; and (b) operational all-risks insurance for the full replacement value of each item, effective from delivery.

7 GOVERNANCE AND RESERVED MATTERS

7.1 Board Composition

The Board of Directors for each Company (Operating Entity) shall be limited to five (5) members (3 Vijanatz, 1 Nor-Investor, 1 WHMK).

7.2 Quorum

No meeting of the Board shall be validly constituted unless a Quorum of three (3) directors is present, which must include the director appointed by Nor-Investor and at least one director appointed by Vijanatz.

7.3 Reserved Matters

The following actions shall require the unanimous approval of the Board (effectively granting Nor-Investor and WHMK veto power):

- a) Capital Changes: Any issuance of new shares (dilution) or changes to the constitutional documents.
- b) Debt: Incurring any financial indebtedness exceeding USD 50,000 outside the approved budget.
- c) Asset Disposal: The sale, lease, or encumbrance of any Mining License or major equipment.
- d) Related Party Transactions: Any contract between the Company and a Shareholder or their affiliates.
- e) Dividends: The declaration or payment of any dividends.
- f) Liquidation: Any petition for the winding up or insolvency of the Company.

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7.4 Reporting and Information Rights

7.4.1 Monthly Report

Within fifteen (15) days of each month end, Vijanatz shall deliver to the Nor-Investor, WHMK and other involved parties, a written monthly report for each active Operating Entity covering:

- a) production volumes, sales, and invoiced revenue;
- b) equipment utilisation and any unplanned downtime exceeding 48 hours, with cause and remedy;

7.4.2 Quarterly Financial Report

Within thirty (30) days of each quarter end, Vijanatz shall deliver unaudited financial statements including a waterfall reconciliation statement showing revenue received and payments made at each priority level during the reporting period.

7.4.3 Annual Financial Statements

Within six months of each financial year end, Vijanatz shall deliver audited annual financial statements for each Operating Entity, prepared in accordance with IFRS and audited by an independent firm approved by the Board.

8 Management Structure

8.1.1 Dodoma Granite (Ntyuka Granite Quarry)

- a) Technical Oversight: Provided by a competent Tanzanian technical team and expatriate technical team (Indian granite specialists)
- b) Operational Management: Dodoma Granite management team
- c) Regulatory Compliance: Vijanatz Industries (leveraging local expertise) but funded by the respective Company
- d) Governance: Board of Directors (all shareholders)

8.1.2 Haneti Nickel and Kigoma Gold

- a) Technical Responsibility: Joint responsibility of WHMK, Nor-Investor and Future Investors (bringing finance and technical mining expertise)
- b) Regulatory Compliance: Vijanatz Industries but funded by respective Operating Entities
- c) Governance: Board of Directors (all shareholders)



9 DISPUTE RESOLUTION

- a) Good Faith Negotiation: Disputes shall first be subject to 30 days of good faith negotiation between the Parties.
- b) Mediation: If good faith negotiation fails within 30 days, either Party may refer the dispute to mediation administered by the Tanzania Institute of Arbitrators (TIArb) in Dar es Salaam, Tanzania, under its Mediation Rules. The mediator shall be jointly selected within 14 days of referral, failing which TIArb shall appoint one. Mediation shall be conducted in English, with costs shared equally. If unresolved within 45 days of the mediator's appointment, either Party may proceed to arbitration under clause (c).
- c) Arbitration: If mediation fails, disputes shall be finally resolved by arbitration under the Rules of the Tanzania Institute of Arbitrators, with proceedings conducted in English in Dar es Salaam.

10 GENERAL PROVISIONS

10.1 Governing Law

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

10.2 Entire Agreement

This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements.

10.3 Amendments

This Agreement may only be amended by written instrument signed by all Parties.

10.4 Notices

All notices shall be in writing and delivered by email (with confirmation of receipt), courier, or registered mail to the addresses set forth in Section 11.

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10.5 Confidentiality

All Parties agree to maintain the confidentiality of this Agreement and all proprietary information relating to the mining assets, except as required by law or with prior written consent.

10.6 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11 TERMINATION AND EXIT

This Agreement shall remain in force indefinitely, subject to the following provisions:

11.1 Grounds for Termination

This Agreement may be terminated by written notice under the following circumstances:

- a) Mutual Consent: By unanimous written agreement of all Parties.
- b) Material Breach: By a non-breaching Party if another Party commits a Material Breach and fails to cure such breach within forty-five (45) days of receiving notice. "Material Breach" includes:
 - i) Violation of Reserved Matters or unauthorized transfer of interests.
 - ii) Actions resulting in the suspension or risk of forfeiture of any Mining License.
 - iii) Note: Fraud, theft, or willful misconduct shall result in immediate termination without a cure period.
- c) Insolvency: If a Party becomes insolvent, enters liquidation, or has a receiver appointed over its assets in Tanzania or its home jurisdiction.
- d) Force Majeure: If a Force Majeure event prevents operations for twelve (12) consecutive months, any Party may terminate upon ninety (90) days' notice.

11.2 Buyout and Valuation

Upon termination, the departing Party ("Seller") shall be subject to a mandatory buyout by the remaining Parties ("Buyers") under the following terms:

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- a) Valuation Expert: The equity shall be valued by an independent firm mutually agreed upon. If agreement is not reached within 14 days, the President of the Tanzania Institute of Arbitrators (TIArb) shall appoint an expert.
- b) Valuation Method: The expert shall value the interest based on Fair Market Value (FMV), taking into account the "Life of Mine" financial model.
- c) Default Penalty: If termination is due to the Seller's Material Breach or Fraud, the purchase price shall be the FMV less a twenty percent (20%) penalty.
- d) Right of First Refusal: The Buyers shall have the first right to purchase the Seller's shares in proportion to their existing holdings.

11.3 Effect of Termination

- a) Continuity: The Operating Entities shall continue as going concerns. The Seller must immediately resign all Board seats and management positions.
- b) Documentation: The Seller shall, within 14 days of the valuation, execute all share transfer forms and tax clearance documents required by BRELA and the Tanzanian Revenue Authority (TRA).
- c) Survival: Confidentiality, Dispute Resolution (Section 8), and these Buyout provisions shall survive the termination of this Agreement.

12 CONTACT INFORMATION

Party	Address	Email address
Vijanatz	CEO and Chairman Vijanatz Industries Limited Bahari Beach Block 35/1 Kunduchi, P. O. Box 77874 Dar-es-salaam, Tanzania	Peter Joseph Masika pmasika@gmail.com

WHMK

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Ari Mathiesen
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Mikael Kaczor
mikael@egron.as

CEO and Chairman
RRHK Holding AG
c/o do well GmbH,
Gewerbestrasse 5, 6330
Cham, Switzerland

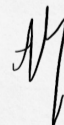
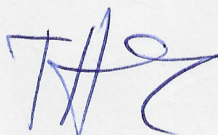
Nipun Sharma
ns@egron.as

CEO and Chairman
Bless Holding AS
Kunnskapsveien 60, 3430
Spikkestad, Norway

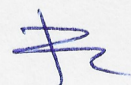
Lars-Petter Larsen
lp Lars1@gmail.com

CEO and Chairman
Spjelkevik Holding AS
Billingstadsletta 19A, 1396
Billingstad, Norway

Tor-Henry Spjelkevik
[tor-
henry.spjelkevik@swa
n.no](mailto:tor-henry.spjelkevik@swa.n.no)

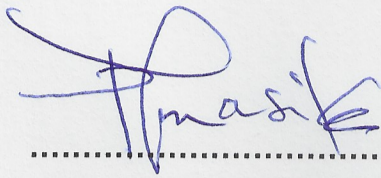


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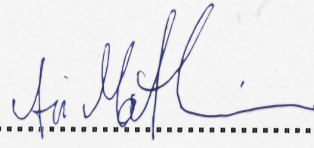


13 SIGNATURE

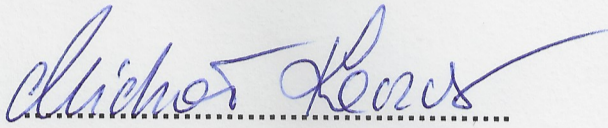
Place/date: Oslo 28th. February 2026



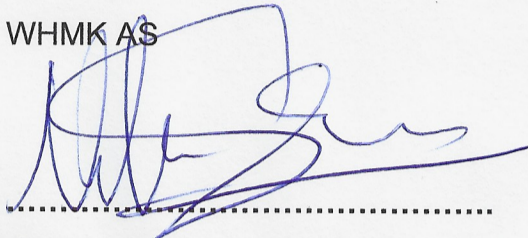
Peter Joseph Masika
Vijanatz Industries Limited



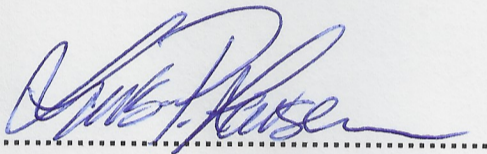
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WHMK AS



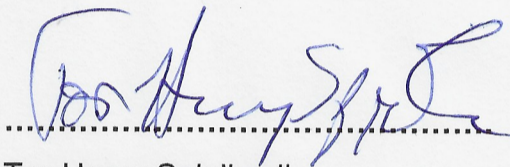
Mikael Kaczor
Kirsebær AS



Nipun Sharma
RRHK Holding AG



Lars-Petter Larsen
Bless Holding AS



Tor-Henry Spjelkevik
Spjelkevik Holding AS

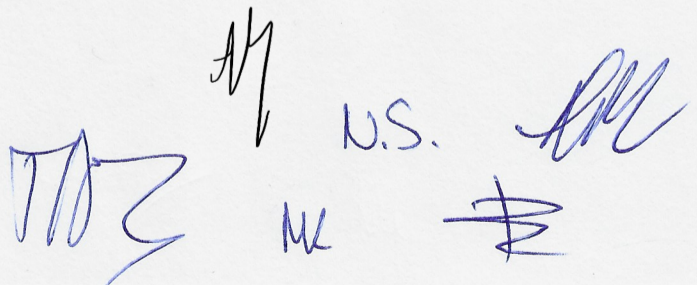
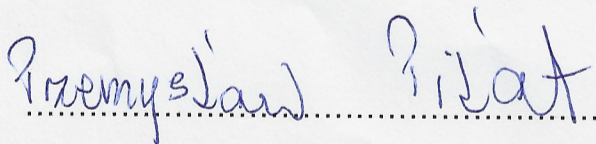
(Witness)

Name:; Przemyslaw Pilat

Qualification: Shift manager

Postal Address: Tangenveien 42, 1914 Ytre Enebakk, Norway

Place and date: Oslo 28th. February 2026



ATTACHMENT I

Schedule 1: Capital Deployment Plan

Part A: Equipment Package and Logistics

Total amount USD 650.000

Part B: Operations & Maintenance Capital (USD 250,000)

The Parties agree that USD 250,000 shall be remitted to Vijanatz for operations, logistics, regulatory compliance, and initial O&M costs during the ramp-up phase. A budget and disbursement schedule shall be agreed between the Parties and shall form an integral part of this Attachment.

Part C: Granite Block Settlement (USD 100,000)

The Parties agree that USD 100,000 shall be paid directly to Mr. Sweekar, or an entity of his choosing, in settlement of existing cut-granite dimension blocks currently located onsite at the Ntyuka Granite Quarry, transferring full ownership of said inventory to the Company. Supporting payment documentation, including the supplier's full legal name, bank details, and purchase agreement, shall form an integral part of this Attachment.

Handwritten signatures and initials: A large signature on the left, "N.S." in the middle, and another large signature on the right. Below "N.S." are the initials "ML" and a signature.

ATTACHMENT II

Licence Documentation Package

- Copy of ML 674/2022
- List of 44 Haneti PMLs
- List of 6 Buhigwe PMLs
- Maps and coordinates
- Any existing geological reports referenced in the recitals

ATTACHMENT III

Mr. Sweeka Payment Documentation

- Full legal name
- Bank details
- Invoice or purchase agreement
- Proof of ownership transfer of granite blocks

ATTACHMENT IV

Technical & Operational Plan (Ntyuka Granite)

- Equipment deployment
- Production plan
- Staffing plan
- Safety and environmental compliance

Handwritten signatures and initials: A large signature on the left, a vertical signature in the center, the initials "N.S." to the right of the vertical signature, and another large signature on the far right. Below the "N.S." initials are the initials "M.L." and a large signature on the right.

ATTACHMENT V

Milestone Schedule and Disbursement Triggers

Milestone	Description	Target Date	Disbursement Trigger	Amount (USD)	Evidence Required
M1	Execution & Preparation	Within 10 days of signing	Advance for Preparation Activities released to Vijanatz	80,000	Signed IPA; Vijanatz bank details confirmed
M2	Equipment Order Confirmed	Within 30 days of signing	USD 650,000 released to suppliers	650,000	Approved supplier invoices; delivery schedule; technical specifications
M3	Equipment Delivered & Installed	Within 60 days of M2	Balance of O&M Capital released to Vijanatz	Nil	Delivery confirmation signed by both Vijanatz and Nor-Investor director; site photographs
M4	Commissioning & Test Operations	Within 30 days of M3	Lease payments deferred to M5	Final instalment that makes total of 170,000	Commissioning report accepted by Board; crusher test run results
M5	Block Cutting Equipment Procured	Upon stable aggregate production	Monthly lease payments to Nor-Investor commence in accordance with Equipment Lease Agreement	Nil	Board confirmation; delivery certificate
M6	Mr. Sweekar, or an entity of his choosing Block Settlement	Within 60 days of signing	USD 100,000 released directly to Mr. Sweekar, or an entity of his choosing Block Settlement	100,000	Completed Attachment III documentation; purchase agreement; proof of ownership transfer

M

[Handwritten signature]

ME

N.S.

[Handwritten signature]