

# AGREEMENT FOR SELLING OF A PROSPECTING LICENSE

THIS AGREEMENT is made this.....day of.....2025.

## BY AND BETWEEN

**GOLDEN WINDBELL COMPANY LIMITED** a Limited liability Company dully incorporated in Tanzania and carrying on business pursuant to the laws of Tanzania of Dar es Salaam, Tanzania, (Hereinafter to be referred to as the "Seller", which expression shall where the context so admits include its successors and assigns in title or right) of one part.

## AND

**W.X.MINING COMPANY LIMITED** a Limited liability Company dully incorporated in Tanzania and carrying on business pursuant to the laws of Tanzania whose address for the purpose of this agreement shall be; P.O. Box 80086 Dar es salaam, Tanzania, (Hereinafter to be referred to as the "Buyer", which expression shall where the context so admits include its successors and assigns in title or right) of the other part;

**WHEREAS;** the seller is the registered owner of a prospecting license number 13513/2025 with the description as stated herein bellow.

**AND WHEREAS** the Seller is desirous of selling the said Prospecting License to the Buyer and the buyer is desirous of buying the same from the Seller free from any encumbrances.

**NOWHEREFORE IT IS HEREBY AGREED BY THE PARTIES** as follows: -

1. The preamble to this agreement shall form a part of this agreement
2. That for a consideration of the sum of Tanzania Shillings Fifteen Million (TZS.15,000,000/=) only the Seller has freely and without any undue influence, cheating, cohesion, misrepresentation, whatsoever, consented and

*Certified  
true copy of the  
1 original*



*[Handwritten signature]*

agreed to sale to the Buyer the **Prospecting license number 13513/2025** and the Buyer is hereby buying the same free from any encumbrances.

3. That the Seller shall handle over all necessary documents including a Certificate of ownership of the mining license to the Buyer on the date of signing of this agreement.
4. That upon the breach of the contract between the parties mentioned herein the matter shall be solved amicably, and if fails the innocent part shall proceed to refer the matter to the Tribunal or Court for redress and without prejudice to all rights of the innocent party to claim damages. For avoidance of doubt, in case of failure by the Purchaser to pay the first installment as stated herein above, he may request for extension of not more than 10 days to pay the same from the Seller.

### **SPECIAL CONDITIONS**

- A. That on the date of signing of this agreement by both parties, the Seller has paid to the buyer the full purchase price and the Buyer have received the same.
- B. From the date of signing of this agreement by both parties, the Prospecting License described herein above shall be the property of the Buyer and the Buyer only and in no way the Seller shall interfere with possession or usage of the same.
- C. That all government taxes regarding the sale of the properties described herein shall be paid by the Seller.
- D. The Seller shall obtain the necessary clearances, approval and consents if any to the sale of the mining license and the properties described herein and shall also cooperate and make sure that, the ownership of the Prospecting license and mentioned herein are transferred from its name to the name of the Buyer.
- E. That in case of any misrepresentation, undue influence, cheating whatsoever, in the sale of the property described herein, the Seller shall return to the Purchaser the entire amount as contracted in this sale

*Certified true  
copy of the original*

*[Signature]*



agreement plus a penalty of 30% of the full amount which would have been already paid to the Seller by the Buyer as the purchase price of the property.

F. That this Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.

**IN FURTHER WITNESS** whereof this Deed has been executed and delivered as on the date and in the manner shown herein below:-

STAMPED with the STAMP of the

Said **W.X.MINING COMPANY LIMITED** and

DELIVERED at Dar es salaam in the presence of us

This.....day of .....2025

Company stamp

Name ...李文金.....

Signature ..........

Postal Address .....

Designation .....

STAMPED with the STAMP of the

Said **GOLDEN WINDBELL COMPANY LIMITED** and

DELIVERED at Dar es salaam in the presence of us

This.....day of .....2025

Company stamp

Name ..何香菊.....

Signature ..........

Postal Address .....

Designation .....

*Correct and true  
copy of the original  
Deed*



IN THE UNITED REPUBLIC OF TANZANIA  
COMPANIES ACT 2002  
GOLDEN WINDBELL COMPANY LIMITED  
COMPANY REGISTRATION NUMBER 177182974  
SPECIAL BOARD RESOLUTION

DATED 18<sup>TH</sup> OCTOBER 2025

IN THE MEETING OF THE BOARD OF DIRECTORS OF GOLDEN WINDBELL COMPANY LIMITED HELD ON THE 18<sup>TH</sup> OCTOBER 2025 AT THE COMPANY'S OFFICES IN DAR ES SALAAM, THE FOLLOWING AGENDAS WERE DISCUSSED

**AGENDAS**

1. OPENING OF THE MEETING
2. SELLING OF THE PROSPECTING LICENCE 13513/2025 TO W.X. MINING COMPANY LIMITED

**PRESENT WERE;**

Mr, Wenjin Li – Chairman Meeting and Director

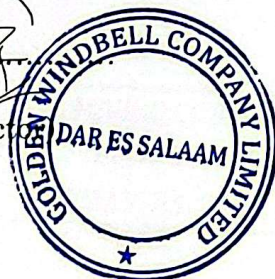
Mr.Xiangju He – Director

Mr .Xiangju He – Meeting secretary

**IT WAS ANONYMOUSLY RESOLVED THAT;**

THE COMPANY SHALL SELL THE PROSPECTING LICENSE NUMBER 13513/2025 TO W.X. MINING COMPANY LIMITED FOR THE CONSIDERATION OF TANZANIA SHILLINGS FIFTEEN MILLION

.....  
Wenjin Li  
Chairman(Director)



.....  
Xiangju He  
Director

IN THE UNITED REPUBLIC OF TANZANIA  
COMPANIES ACT 2002  
W.X. MINING COMPANY LIMITED  
COMPANY REGISTRATION NUMBER 189829701  
SPECIAL BOARD RESOLUTION

DATED 30<sup>TH</sup> SEPTEMBER 2025

IN THE MEETING OF THE BOARD OF DIRECTORS OF W.X. MINING COMPANY LIMITED HELD ON THE 30<sup>TH</sup> OCTOBER 2025 AT THE COMPANY'S OFFICES IN DAR ES SALAAM, THE FOLLOWING AGENDAS WERE DISCUSSED

**AGENDAS**

1. OPENING OF THE MEETING
2. SELLING OF THE PROSPECTING LICENCE 13513/2025 TO W.X. MINING COMPANY LIMITED

**PRESENT WERE;**

Mr, Wenjin Li – Chairman Meeting and Director

Mr.Xiangju He – Director

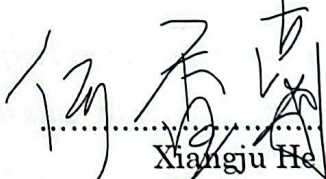
Mr . Xiangju He – Meeting secretary

**IT WAS ANONYMOUSLY RESOLVED THAT;**

THE COMPANY SHALL PROCEED TO BUY THE PROSPECTING LICENSE NUMBER 13513/2025 FROM GOLDEN WINDBELL COMPANY LIMITED FOR THE CONSIDERATION OF TANZANIA SHILLINGS FIFTEEN MILLION

  
.....  
Wenjin Li  
Chairman(Director)

**W. X. MINING COMPANY LIMITED**  
P. O. Box 80086  
DAR-ES-SALAAM

  
.....  
Xiangju He  
Secretary

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agreed to sale to the Buyer the **Prospecting license number 13513/2025** and the Buyer is hereby buying the same free from any *encumbrances*.

3. That the Seller shall handle over all necessary documents including a Certificate of ownership of the mining license to the Buyer on the date of signing of this agreement.
4. That upon the breach of the contract between the parties mentioned herein the matter shall be solved amicably, and if fails the innocent part shall proceed to refer the matter to the Tribunal or Court for redress and without prejudice to all rights of the innocent party to claim damages. For avoidance of doubt, in case of failure by the Purchaser to pay the first installment as stated herein above, he may request for extension of not more than 10 days to pay the same from the Seller.

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- C. That all government taxes regarding the sale of the properties described herein shall be paid by the Seller.
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- E. That in case of any misrepresentation, undue influence, cheating whatsoever, in the sale of the property described herein, the Seller shall return to the Purchaser the entire amount as contracted in this sale

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STAMPED with the STAMP of the  
Said W.X.MINING COMPANY LIMITED and  
DELIVERED at Dar es salaam in the presence of us  
This.....day of .....2025

Company stamp

Name ...李文金.....  
Signature .....  
Postal Address .....  
Designation .....



STAMPED with the STAMP of the  
Said GOLDEN WINDBELL COMPANY LIMITED and  
DELIVERED at Dar es salaam in the presence of us  
This.....day of .....2025

Company stamp

Name ..何香菊.....  
Signature .....  
Postal Address .....  
Designation .....

