

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

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

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.

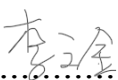
F. That this Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.

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 of2025

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 of2025

Company stamp

Name .何香菊.....

Signature

Postal Address

Designation

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS
MINING COMMISSION

PROSPECTING LICENCE NO. PL 13513/2025

GRANTED PURSUANT TO SECTION 42 OF THE MINING ACT, CAP. 123

WHEREAS M/S **Golden Windbell Company Limited** of P. O. Box 79987, Dar Es Salaam, Tanzania has fulfilled the conditions for grant of Prospecting Licence pursuant to Section 41 of *The Mining Act, Cap. 123*;

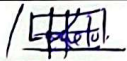

I, Eng. Ramadhani M. Lwamo, **EXECUTIVE SECRETARY**, subject to the provisions of *The Mining Act, Cap. 123* and of the regulations made thereunder or which may come into force during the continuance of this Licence, or any renewal thereof and pursuant to the powers conferred upon me under Section 42 of *The Mining Act, Cap. 123* hereby grant to M/S **Golden Windbell Company Limited** (hereinafter called the Licensee) a **Prospecting Licence - Metallic Minerals**, to prospect for **Gold**, in **Bukombe** District, over an area described in Annex A (hereinafter called the Licence Area), conferring on the Licensee the right to carry on such prospecting operations, abide to Annex B, Annex C and Annex D and execute such other works as are necessary for that purpose.

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 **forty eight (48)** months, effective from the date of grant.

Granted this^{14th}..... day of^{August}..... 2025


Eng. Ramadhani M. Lwamo
EXECUTIVE SECRETARY

INITIAL PERIOD

From Date	To Date	Prep. Fee and Rent	ERV Number	Date	Signature of ES
		777,000.00	925225357026010		
14/08/2025	13/08/2026	6,561,376.50	925225357026010		

*For: EXECUTIVE SECRETARY
MINING COMMISSION*

FIRST RENEWAL

I HEREBY CONSENT TO THE FIRST RENEWAL OF PROSPECTING LICENCE NO. of M/S of P. O. Box for Licence Area described in Annex 'A' and conditions prescribed in Annex 'B', 'C' and Annex 'D' for a period of months effective from the day of year

EXECUTIVE SECRETARY

From Date	To Date	Annual Rent	ERV Number	Date	Signature of ES

SECOND RENEWAL

I HEREBY CONSENT TO THE SECOND RENEWAL OF PROSPECTING LICENCE NO. of M/S of P.O. Box for Licence Area described in Annex 'A' and conditions prescribed in Annex 'B', 'C' Annex 'D' for a period of months effective from the day of year

EXECUTIVE SECRETARY

From Date	To Date	Annual Rent	ERV Number	Date	Signature of ES

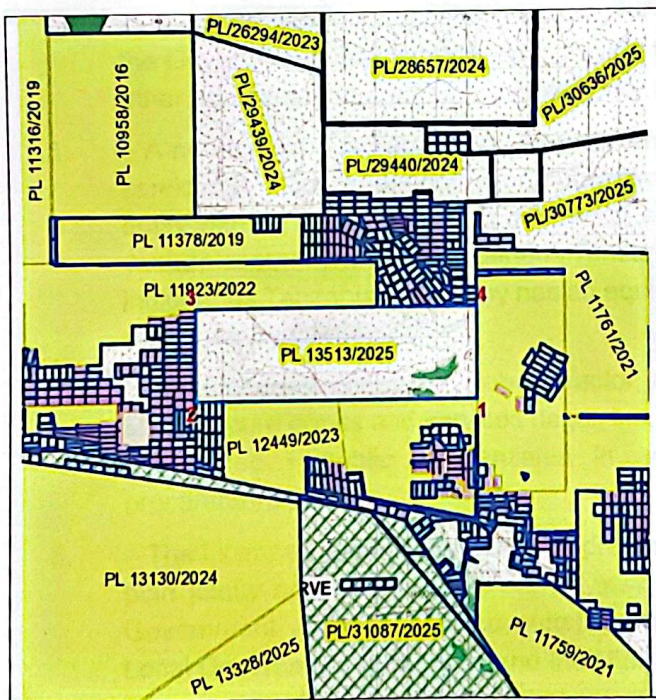
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ANNEX A

DESCRIPTION OF THE LICENCE AREA

Subject to Section 120 of the Mining Act, Cap. 123 the Licence is in Bukombe District, QDS 45/4 defined by lines of latitude and longitude having the following corner coordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 03 deg. 24 min. 0.00 sec.	31 deg. 49 min. 57.00 sec.
2	- 03 deg. 24 min. 0.00 sec.	31 deg. 45 min. 0.00 sec.
3	- 03 deg. 22 min. 30.00 sec.	31 deg. 45 min. 0.00 sec.
4	- 03 deg. 22 min. 30.00 sec.	31 deg. 49 min. 57.00 sec.



Legend	
Licensed boundary	
Licence Code	PL 13513/2025
District	Bukombe
Direction	

An area of approximately 25.3335 Square Kilometres.

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ANNEX B

LOCAL CONTENT PLAN

1. The Licensee and their contractor, subcontractor, corporation or other allied entity carrying out mineral prospecting operations shall ensure that local content component is engaged in.
2. Subject to Clause 1 and to the requirement of any law relating to immigration, the Licensee, contractor and its sub-contractor(s) may bring into Tanzania such expatriate personnel as in the Licensee's judgement, required to carry out mineral prospecting operations efficiently and successfully and the Government shall expeditiously provide the necessary work permits and other approvals required for the employment of such expatriate.
3. A non-indigenous Tanzanian company which intends to provide goods or services to a licensee, contractor, subcontractor, corporation or other allied entity within Tanzania carrying out mining activities shall incorporate a joint venture company with an indigenous Tanzanian company and afford that the indigenous Tanzanian company has an equity participation of at least twenty (20%) per centum.
4. The Licensee, contractor, subcontractor, corporation or other allied entity shall procure goods and services (legal, insurance and financial) available in the United Republic of Tanzania in accordance with the approved procurement plan.
5. The Licensee shall on annual basis prepare a credible social responsibility plan jointly agreed by the relevant Local Government Authority or Local Government Authorities in consultation with the Minister responsible for Local Government Authorities and the Minister responsible for Finance.

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ANNEX C

PROSPECTING PROGRAMME AND FINANCIAL EXPENDITURE ESTIMATE.

Subject to Section 40 of *The Mining Act, Cap. 123* and Regulation 9 of the Mining (Mineral Rights) Regulations, 2018, the Licensee shall expend on prospecting operations in respect of the licence granted as per submitted prospecting programme and financial expenditure estimates approved by the Mining Commission.

ANNEX D

INTEGRITY PLEDGE

The Licensee shall comply with the Statement of Integrity Pledge.

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