
**AGREEMENT FOR LUISHA MINING
ENTREPRISE SARL'S SALE
OF ASSETS TO EXCELLEN MINERALS
SARL**

将绿纱矿业企业有限责任公司资产转让至
安胜矿产有限责任公司的合同

25TH MAY 2018
日期:2018年5月25日



- PARTIES -
签署方

LUISHA MINING ENTREPRISE SARL
绿纱矿业企业有限责任公司

AND
和

EXCELLEN MINERALS SARL
安胜矿产有限责任公司

AND
和

AFRICAN METALS CORPORATION
非洲金属公司

AND
和

SIMEON TSHISANGAMA
SIMEON TSHISANGAMA

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Between :

签署方 :

LUISHA MINING ENTREPRISE SARL, hereinafter referred to as « **LME SARL** », with its registered capital of 200,000,000 Congolese franc (CDF), register number in Trade Register and Chattel Loan Registration (“**RCCM**”) of Lubumbashi is CD/LSH/RCCM/14-B-2032, National registration number is 6-128-N494230Q, and tax registration number is A1206739P, with its registered address at N° 7833 KILWA avenue, Commune de Lubumbashi, Ville de Lubumbashi, Province de Haut-Katanga, République Démocratique du Congo. This contract is represented by the manager Mr. Simeon Tshisangama,

绿纱矿业企业有限责任公司，缩写为“LME SARL”，注册资本为 200,000,000 刚果（金）法郎，在卢本巴希商事和动产信用登记簿（“**RCCM**”）登记号为 CD/LSH/RCCM/14-B-2032，国家注册号为：6-128-N494230Q，税务登记号码为 A1206739P，公司注册地址为刚果民主共和国上加丹加省卢本巴希市卢本巴希区 KILWA 大道第 7833 号，本合同项下由经理 Simeon Tshisangama 先生代表，

Hereinafter referred to as « **LME** »

以下简称“**LME**”

- (2) **Excellen Minerals SARL**, with its registered capital of 16,180,000 Congolese franc (CDF), register number in Trade Register and Chattel Loan Registration (“**RCCM**”) of Lubumbashi is CD/LSH/RCCM/18-B-00121, with its registered address at Route Aéroport complexe commercial Luano City Bloc B C/Annexe. This contract is represented by the Manager Mr. MA Pei

安胜矿产有限责任公司，注册资本为 16,180,000 刚果法郎，在卢本巴希商事和动产信用登记簿登记号为 CD/LSH/RCCM/18-B-00121，注册地址为 Route Aéroport Complexe commercial Luano City Bloc B C/Annexe。在本合同项下由经理马佩先生代表；

Hereinafter referred to as « **PROJECT COMPANY** »

以下简称“**项目公司**”

- (3) **African Metals Corporation**, a company incorporated and existing under the laws of Canada, with its registered address at 1600 - 925 WEST GEORGIA STREET, VANCOUVER BC V6C 3L2, CANADA, and with its incorporation number being C0712957(AMC), WITH RESPECT TO SECTION 7.5 ONLY; and

非洲金属公司，一家根据加拿大法律设立的公司，注册地址位于 1600 - 925 WEST GEORGIA STREET, VANCOUVER BC V6C 3L2, CANADA，其注册编号为 C0712957（非洲金属公司），仅与第 7.5 条有关；和

- (4) **SIMEON TSHISANGAMA**, a citizen of Democratic Republic of Congo, resident in Toronto, Ontario, Canada, the passport number of whom is Democratic Republic

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of The Congo Passport Number OP0248622 (Tshisangama), WITH RESPECT TO ARTICLE 7.5 ONLY.

SIMEON TSHISANGAMA, 刚果民主共和国公民, 其常住地址位于加拿大安大略省多伦多, 其刚果护照号为 OP0248622, 仅与第7.5 条有关。

Hereinafter referred to as « **Tshisangama** »

以下简称 “**Tshisangama**”

Each of LME and PROJECT COMPANY is referred to as a Party individually and Parties collectively. AMC and Tshisangama is referred to as a Guarantor individually and Guarantors collectively.

LME 和项目公司以下合称“**双方**”, 单称“**一方**”。AMC 和 Tshisangama 分别称为“**保证人**”, 合称为各“**保证人**”。

AFTER REMINDED AS FOLLOWS:

鉴于 :

(A) LME's shares are distributed as follows:

LME 的股份分配如下:

1. African Metals Holdings (BVI) Ltd (hereinafter referred to as « **AMH** »), is a company incorporated under the laws of the British Virgin Islands, and AMH holds 75% shares capital of LME;

非洲金属控股 (BVI) 有限公司 (下称“**AMH**”), 系根据英属维尔京群岛法律成立和存续的公司, 持有 LME 公司百分之七十五 (75%) 的股份;

2. T.S.M Entreprise Sarl (hereinafter referred to as « **T.S.M** »), is a company incorporated under the laws of the Democratic Republic of Congo, with its registered address at 7184 Usoke, Quartier Industriel, Commune Kampemba, Lubumbashi, DRC, and T.S.M. holds 25% shares capital of LME;

T.S.M 企业有限责任公司 (下称“**T.S.M**”), 系根据刚果民主共和国法律成立和存续的公司, 其注册地址位于卢本巴希市 **Kampemba** 社区工业街区 Usoke 大道 7184 号, 持有 LME 公司百分之二十五 (25%) 的股份;

3. The law of the DRC requires that 10% of the shares of Project Company be given to the DRC at no cost;

刚果民主共和国法律要求项目公司 10% 的股权应该无偿转让给刚果民主共和国;

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- (B) African Metals Corporation (hereinafter referred to as «**AMC**»), a company incorporated under the laws of the Canadian province of British Columbia, and holds 100% shares capital of AMH;

非洲金属公司（下称“**AMC**”）系根据加拿大不列颠哥伦比亚省法律成立和存续的公司，持有非洲金属控股（BVI）有限公司百分之百（100%）的股份；

- (C) KUNDELUNGU MINERALS SPRL (hereinafter referred to as «**Kundelungu**»), is a company incorporated under the laws of the Democratic Republic of Congo, with its registered address at No. 7833 KILWA Avenue, Lubumbashi Community, Lubumbashi, Katanga Province, the Democratic Republic of Congo. Kundelungu is an affiliate of AMH;

KUNDELUNGU 矿产有限责任公司，系根据刚果民主共和国法律成立和存续的公司，其注册地址为刚果民主共和国上加丹加省卢本巴希市卢本巴希社区 KILWA 大道第 7833 号，是 AMH 的关联公司（下称“**Kundelungu**”）；

- (D) TRAXYS EUROPE SA (hereinafter referred to as «**TRAXYS**»), is a company incorporated under the laws of Luxembourg, with its registered address at 21-8009, Building C+-D, Serenity building, 19-21 Arlon Road, Luxembourg;

TRAXYS EUROPE 股份有限公司是根据卢森堡法律成立和存续的公司，注册地址位于卢森堡 Arlon 路 19-21 号 Serenity 大厦 C+-D 栋二层 L-8009（下称“**TRAXYS**”）；

- (E) On 6th September 2011, Kundelungu entered into a contract (hereinafter referred to as «**Kundelungu Loan Contract**») with TRAXYS. The purpose of this contract is to set forth that Traxys agrees to loan and Kundelungu agrees to accept the required amount of money «**Loan**», this Loan is used for Kundelungu to buy dense medium separation (hereinafter referred to as «**DMS Plant**»);

2011 年 9 月 6 日，Kundelungu 与 TRAXYS 签署借款合同（下称“**Kundelungu 借款合同**”），该合同规定，TRAXYS 同意向 Kundelungu 出借且 Kundelungu 同意接受 TRAXYS 向其出借其所要求的金额（“**借款**”），该借款是为了使得 Kundelungu 拥有必要资金以购买重介分离设施（“**DMS 设施**”）；

- (F) Traxys has already loaned money to Kundelungu for which to buy DMS Plant to be the owner of DMS Plant;

Traxys 已将借款借给 Kundelungu，从而使得 Kundelungu 购买了 DMS 设施，成为 DMS 设施的所有权人；

- (G) According to the Kundelungu Loan Contract, LME enters into a contract with Kundelungu. This contract stipulates that the ore mined in the mining area covered by the Mining License shall be processed by Kundelungu in DMS Plant. (hereinafter referred to as «**Contract LME**»);

按照 Kundelungu 借款合同，LME 和 Kundelungu 签署了一份合同，该合同规定采矿权所覆盖矿区开采的矿石将由 Kundelungu 在 DMS 设施中进行加工和处理（“LME 合同”）；

- (H) Based on the Kundelungu Loan Contract, Traxys enters into an off-take agreement with LME, according to which, Traxys commits to buy all minerals products originating from the mining area covered by the Mining License. (hereinafter referred to as « **Off-Take Agreement**»);

按照该借款合同，TRAXYS 和 LME 签署了包销合同，根据该合同的规定，TRAXYS 承诺购买所有源自采矿权证所覆盖矿区的矿产品（下称“包销合同”）；

- (I) DMS Plant at the time of Closing of this transaction will be transferred from Kundelungu to LME, so that LME will be the owner of DMS Plant ;

DMS 设施在本交易交割之时从 Kundelungu 转至 LME，所以，LME 将成为 DMS 设施的所有权人；

- (J) Both Parties agree that LME will transfer DMS Plant, free and clear of all encumbrances to Project Company;

双方约定 LME 将未设置任何权利负担的 DMS 设施转让至项目公司；

- (K) LME is the exclusive holder of all the mining rights in the mining area covered by No. 4881 Mining License («**Mining License**»). See Annex A for details.;

LME 是第 4881 号采矿权证所覆盖矿区的全部矿权及权证的排他性持有人（“采矿权”），具体详见附件 A；

- (L) L’A.S.B.L ARCHIDIOCESE DE LUBUMBASHI is a land title holder in the mining area covered by the Mining License (« **Lubusha Land Title**»);

L’A.S.B.L ARCHIDIOCESE DE LUBUMBASHI 是采矿权证所覆盖区内某一土地权证的持有人（“Lubusha 土地权证”）；

- (M) Lubusha school was constructed on part of land covered by Lubusha Land Title;

在 Lubusha 土地权证覆盖的部分土地上建设有 Lubusha 学校；

- (N) On the date of signing this contract, LME holds: (i) Mining License, (ii) Luisha’s mine in the mining area covered by the Mining License,(iii) Piled ores that have been mined in the mining area covered by the Mining License, (iv) And other movables and real estates (hereinafter referred to as «**Luisha Mining Assets**»);

在本合同签署之日，LME 持有：(i)采矿权证；(ii)位于采矿权证所覆盖矿区内的绿纱矿山；(iii) 采矿权证所覆盖矿区上堆存的已经开采的矿石；(iv)以及其他动产和不动产（以下统称为“绿纱矿业资产”）；

- (O) LME intends to transfer Luisha Mining Assets to Project Company, and Project Company expresses to LME that it intends to acquire Luisha Mining Assets without any encumbrance;

LME 拟将绿纱矿业资产转让至项目公司，且项目公司向 LME 公司表达其有意收购没有设置任何权利负担的绿纱矿业资产；

- (P) LME is indebted to AMC in the amount of 10,000,000 US dollars;

LME 欠 AMC 公司 1000 万美元；

- (Q) Therefore, both Parties agree to enter into this contract to clearly define the terms and conditions for the transfer of the DMS plants and Luisha Mining Assets (hereinafter collectively referred to as the “**Target Assets**”) to the Project Company (“**this Contract**”).

因此，双方约定缔结本合同以明确向项目公司转让 DMS 设施和绿纱矿业资产（以下统称为“**目标资产**”）的条款和条件（“**本合同**”）。

The Parties agree as follows:

双方约定如下：

ARTICLE 1 – DEFINITIONS AND INTERPRETATIONS

第 1 条定义与解释

1.1. Definitions

定义

The definitions of the capitalized terms and expressions used in this contract (including the provision of terms and annexes) are as follows:

在本合同中使用的开头字母大写的条款和表述（包含鉴于条款和附件）的定义如下：：

Affiliates: shall have the meaning as defined by the Mining Code;

关联公司：系指矿业法典定义的含义；

Transfer: See definition in Article 2.1 ;

转让：定义参见第 2.1 条；

CAMI: Refers to the Mineral Rights Register of the Democratic Republic of the Congo;

矿权登记局：系指刚果民主共和国的矿权登记局；

Mining Code: Refers to Law No. 007/2002 of the Mining Code of Democratic Republic of the Congo on July 11, 2002 and its amendments, and its applicable texts, including the "Mining Regulations";

矿业法典:系指 2002 年 7 月 11 日颁布的关于刚果（金）矿业法典的第 007/2002 号法律和其修订案及其适用文本, 包括《矿业条例》;

Effective Date: See definition in Article 5;

生效之日:定义参见第 5 条;

Date of Transfer or Closing: Means that in order to fully legalize the act of transfer, in particular against the third person, according to the laws and regulations, the date of completion of all formalities of transfer of Mining License (evidencing the registration of Transfer of Mining License for the benefit of the Project Company such as endorsement of Mining License by the CAMI (Mining Cadastry) in respect of Transfer of Mining License) under the provisions of the Mining Code in particular;

转让或交割之日: 系指为使得转让行为产生完全的法律效力, 尤其是对第三人产生对抗效力, 根据适用法律规定、尤其是根据是《矿业法典》的规定完成采矿权转让的全部手续(将采矿权转让登记到项目公司名下, 矿权登记局在采矿权上进行了采矿权转让的背书)之日;

Applicable Law: See definition in Article 8.1;

适用法律: 定义参见第 8.1 条;

Mining License: Refers to No. 4881 Mining Rights and corresponding Mining Rights Certificates;

采矿权: 系指第 4881 号采矿权及相应的采矿权证;

Luisha Mining: See definition of signatories section;

绿纱矿业: 定义参见签署人部分;

Business Day: Refers to any day except Saturday, Sunday, or holidays in the Democratic Republic of Congo (DRC) or Hongkong;

工作日: 系指除周六、周日或刚果（金）或香港的节假日外的任何一天;

Party or Parties: See definition of signatories section;

一方或双方: 定义参见签署人部分;

Project: Refers to the development and operation of the Mining License, and related equipment and facilities;

项目: 系指采矿权的开发和运营, 以及相关的设备及设施;

DRC: Refers to the Democratic Republic of the Congo;

刚果（金）: 系指刚果民主共和国;

Environmental Responsibility: Refers to all losses due to the application or violation of environmental regulations;

环境责任: 系指因适用或违反与环境相关的法规而造成的所有损失;

Project Company: See definition of signatories section;

项目公司: 定义参见签署人部分;

Guarantee: Refers to all mortgages, pledges, priority, guarantees, financial guarantees, claims, recourse and other types of priority;

担保: 系指所有抵押、质押、优先权、保证、财务担保、债权、追索权和其他性质的优先权;

USD: Refers to the legal currency of the United States.

美元: 系指美国的法定货币。

Transfer Consideration: Refers to the consideration payments for the Transfer of the Target Assets.

转让对价: 指转让目标资产的支付的对价。

1.2. Interpretations 解释

In this Contract, unless otherwise specified, then:

在本合同中，除非另有特殊规定，则：

- 1) The term "a party" refers to a party to this Contract and includes the assignee of the party and/or its authorized successors;

所提及的“一方”系指本合同的一方，且包括该方的受让人和/或其授权继承人；

- 2) The reference to "law", "legal document" or "accounting standard" or any of its provisions shall be construed as referring to a law or legal document or accounting principle or a provision that has been amended, replaced or integrated;

所提及的“法律”、“法律文件”或“会计准则”或其任一规定应解释为指向该法律或法律文件或会计准则或经修订、替换或整合的某一规定；

- 3) References to "a clause," "paragraph," or "attachment" to this Contract refers to the terms, paragraphs, or attachments to this Contract. Whereas the terms and annexes are part of this Contract, and the reference to "this Contract" shall include its provisions and annexes, unless the context dictates otherwise; and

所提及本合同的“条款”、“段落”或“附件”是指本合同的条款、段落或附件。鉴于条款和附件是本合同的组成部分，和所提及“本合同”应包括其鉴于条款和附件，除非上下文另有规定；和

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- 4) The singular terms include the plural and vice versa; the positive terms include negative and vice versa.

术语的单数包括复数，反之亦然；术语的阳性包括阴性，反之亦然。

The titles or headings used in this Contract are inserted for notification purpose only and may not be used to interpret.

本合同的标题仅为告知目的而插入，不得用于解释。

ARTICLE 2 – OBJECT OF CONTRACT

第 2 条本合同宗旨

- 2.1 The purpose of this Contract is to transfer the Target Assets of LME to the Project Company (“Transfer”) as a consideration for the transfer price, but all the following Conditions Precedents should be met:

本合同旨在作为转让价款的对价将 LME 的目标资产转让至项目公司（“转让”），但应该满足下述全部先决条件：

- 1) Obtain approval from Chinese authorities for the implementation of this Project;

取得中国主管机关对实施本项目的审批；

- 2) Obtain approval from DRC authorities for the transfer of the Mining License;

取得刚果（金）主管机关批准采矿权转让的审批；

- 3) Resolutions from AMC shareholders’ meeting and/or board of directors to authorize LME to transfer the Target Assets and approve the provision of guarantee in accordance with Article 7.5 of this Contract;

AMC 股东会 and/or 董事会授权 LME 转让目标资产和批准根据本合同第 7.5 条提供保证担保的决议；

- 4) Resolutions from AMH shareholders’ meeting and/or board of directors to authorize LME to transfer the Target Assets;

AMH 股东大会 and/or 董事会授权 LME 转让目标资产的决议；

- 5) Resolutions from LME shareholders’ meeting to approve the Transfer of the Target Assets;

LME 股东大会批准转让目标资产的决议；

- 6) Resolutions from LME shareholders’ meeting and/or board of directors to approve the repayment of the 10,000,000 US dollars indebtedness to AMC by LME;

LME 股东大会和/或董事会批准由 LME 向 AMC 偿还 1000 万美元的决议;

- 7) Execution of an indebtedness repayment agreement relating to the 10,000,000 US dollars indebtedness to AMC between LME and AMC (“**Repayment Agreement AMC**”);

LME 和 AMH 签署有关向 AMC 偿还 1000 万美元负债的偿还协议(“**AMC 偿还协议**”);

- 8) Three-party agreement on funds escrow in respect of Transfer Consideration signed by the Parties and law firm appointed by the Parties;

双方以及双方所指定的律师事务所签署转让对价的资金监管三方协议;

- 9) Kundelungu, LME and TRAXYS enter into an agreement, («**Three-party Agreement**»), which shall stipulate the following :

Kundelungu、LME 和 TRAXYS 签署协议 (“**三方协议**”), 该协议规定如下内容:

- (i) TRAXYS expressly agrees to the transfer of the Target Assets by LME;

TRAXYS 明确同意 LME 转让目标资产;

- (ii) Kundelungu and TRAXYS agree to terminate the Kundelungu Loan Contract conditional upon completion of this transaction and receiving payment in full of the settled amount pursuant to this Contract;

Kundelungu 和 Traxys 同意在本交易交割完成且根据本合同全额收到转让价款之时解除借款合同;

- (iii) LME and Kundelungu agree to terminate the LME Contract conditional upon completion of this transaction and receiving payment in full of the settled amount pursuant to this Contract;

LME 和 Kundelungu 同意在本交易交割完成且根据本合同全额收到转让价款之时解除 LME 合同;

- (iv) LME and TRAXYS agree to terminate the Off-Take Agreement conditional upon completion of this transaction and receiving payment in full of the settled amount pursuant to this Contract;

LME 和 TRAXYS 同意本交易交割完成且根据本合同全额收到转让价款之时解除包销协议。

- 2.2 LME and Project Company are committed to implement all the necessary procedures for the Transfer in accordance with the provisions of this Contract.

LME 和项目公司承诺根据本合同的规定实施转让所需的全部手续。

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2.3 This Contract specifies the terms and conditions for the implementation of the Transfer.

本合同明确该转让实施的条款和条件。

ARTICLE 3 – TRANSFER OF TARGET ASSET

第 3 条目标资产的转让

3.1. TARGET ASSET

目标资产

3.1.1 The Project Company becomes the owner of the Target Asset from the Date of Transfer.

项目公司自转让之日起成为目标资产的所有权人。

3.1.2 From the Effective Date, the Parties commit to cooperate and take all necessary measures to implement or entrust the implementation of necessary actions to ensure the completion of the procedures specified in Article 3.2.

自生效之日起，各方承诺合作和采取所有必要的措施以执行或委托执行必要的行动以确保第3.2条所规定的手续的完成。

3.2. Commitment for Transfer

转让承诺

3.2.1 From the Effective Date, the Project Company commits to provide LME with all necessary or available documents for the Transfer, in particular, the signed papers complied with applicable legal requirements, after LME's first request and within the best period of time after submission of such requests.

自生效之日起，项目公司承诺自 LME 首次提出请求和提出该等请求后最佳期限内，向 LME 提供实现转让所有必要或可用的文件，尤其是签署的符合适用法律规定。

3.2.2 From the Effective Date, LME commits :

自生效之日起，LME 承诺：

- (a) According to the applicable laws, especially Articles 374 and 375 of the Mining Regulations, application for transfer of the Mining License to Project Company shall be filed in five (5) calendar days from the date when all the Conditions Precedents stipulated in Article 2.1 of this Contract are met or abandoned by the Project Company and the balance of the consideration payments have been deposited into escrow account as described below; *and*

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根据适用法律，尤其是《矿业条例》第 374 条、第 375 条之规定，自本合同第 2.1 条所规定的全部的先决条件被满足或被项目公司所放弃之日起五（5）个日历日提出向项目公司转让采矿权证的申请，转让价款的余额已存入下述监管账户；和

- (b) All other procedures required to finish the Transfer shall be completed within the best period.

在最佳期限内完成转让所需的其他全部手续。

3.3. Transfer considerations and payment methods

转让对价和支付方式

- 3.3.1 The Parties agree to use the escrow account of the Toronto law firm appointed by the Parties (hereinafter referred to as the "Escrow Account") to conduct the transaction, and the Transfer Consideration will be paid according to the following method:

双方同意采用双方所聘请的多伦多律师事务所的监管账户（以下简称“监管账户”）进行此次交易，转让对价的金额将根据如下方式进行支付：

- a) From Effective Date, Project Company will pay 1,000,000 US dollars to the Escrow Account, which will be released to LME according to this Contract and the Escrow Account Agreement;

在生效之日起，项目公司向监管账户支付壹佰万美元；该金额将根据本合同以及监管账户协议规定释放给 LME；

- b) Project Company pays 9,000,000 US dollars to the Escrow Account within 10 Business Days from the date of satisfaction of all Conditions Precedents in Article 2.1 of this Contract, which will be released to LME according to this Contract and the Escrow Account Agreement;

项目公司在本合同第 2.1 条规定的所有先决条件成就之日起 10 个工作日内向监管账户支付玖佰万美元，该金额将根据本合同以及监管账户协议规定释放给 LME。

- c) Upon satisfaction of all Conditions Precedent stipulated in Article 2.1 of this Contract, sufficient funds will be released from Escrow Account to pay for any fees required to be submitted to the DRC Government in connection with the transfer of the Mining License to the Project Company. The release of which shall be deemed to offset the Transfer Consideration.

一旦本合同第 2.1 条规定的所有先决条件满足，应从监管账户释放足够的资金以支付有关向项目公司转让采矿权时须向刚果金政府支付的费用。释放的资金应该视为抵消转让对价；

- d) It has been agreed that the above mentioned amount are related to 75% of the value of the Target Assets and AMH has 75% of shares of LME, subject to the

requirement that 10% of the shares of the Project Company be given to the DRC Government at no cost.

双方同意上述金额对应目标资产 75% 的价值, AMH 在 LME 中持有 75% 的股份 (受限于根据要求项目公司 10% 的股份应免费给予刚果 (金) 政府)。

- e) This transaction will be completed, and the Transfer Consideration will be released in full to LME, upon completion of the Transfer of the Target Assets to the Project Company.

完成将目标资产转让至项目公司之时, 本交易完成且转让对价将全额释放给 LME。

LME hereby authorized and directs the consideration payments received by LME to be paid directly to AMC in accordance with the provisions of the Repayment Agreement and Escrow Account Agreement.

LME 在此授权和指令将其收到的转让价款根据偿还协议和监管账户协议的规定直接支付给 AMC。

It has been agreed that the Transfer Consideration remaining in the Escrow Account shall be immediately returned to the Project Company if the Transfer has not been completed for any reason.

因为任何原因如果没有完成转让, 则应该立即将监管账户中的转让对价返还给项目公司。

ARTICLE 4 – COMMITMENT OF PARTIES

第 4 条双方承诺

- 4.1 From the Date of Transfer, Project Company commits that Project Company, according to applicable laws, especially Article 182 of the “Mining Code”, will assume all the related obligations of LME company owed to the State concerning the Mining License.

自转让之日起, 项目公司承诺根据适用法律尤其是《矿业法典》第 182 条的规定, 其将承担 LME 公司向国家所负有的与采矿权有关的全部义务。

- 4.2 LME commits to suspend all mining activities in the mining area covered by the Mining License from the Date of Transfer.

LME 承诺, 自转让之日起中止采矿权所覆盖矿区上的全部矿业开采活动。

ARTICLE 5 – ENTRY INTO FORCE

第 5 条生效

This Contract will enter into force upon the date of its signature by the Parties (Effective Date).

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本合同于双方签署之日生效（生效之日）。

ARTICLE 6 – REPRESENTATIONS AND WARRANTIES

第 6 条陈述与保证

6.1. Common Representations and Warranties

共同的陈述与保证

Each Party hereby represents and warrants, as of the Effective Date and, repeatedly, on the Date of Transfer Date, that:

在本合同项下，各方在生效之日陈述与保证，并在转让之日重申：

- (a) it is duly incorporated, organized and existing under the laws of its jurisdiction of incorporation;

其根据成立地法律合法成立、组建和存续；

- (b) it has the power and ability to enter into and perform its obligations under this Agreement or any other agreement or instrument contemplated by this Contract;

其有缔结和履行本合同义务或本合同设定的其他全部协定或合同中设定义务的权力和能力；

- (c) all necessary authorizations for the execution, delivery and performance of this Contract have been obtained and this Contract is a valid and binding agreement;

其已获得签署、提交和履行本合同的必要授权，且本合同是有效且可执行的；

- (d) the execution, delivery and performance of this Contract are in accordance with its Articles of Association and do not violate any law or obligation, or result in a breach of any contract to which it is bound, or result in the creation of any security pursuant to such documents; *and*

本合同的签署、提交和履行符合各自章程的规定，且不违反任何法律或义务，也不造成其相关合同的违约，根据其规定也不产生任何担保；和

- (e) it concludes and executes this Contract for its own account and not as agent.

其为自身利益，且非作为代理，而签署和履行本合同。

6.2. Representations and Warranties of LME

LME 的陈述与保证

LME hereby represents and warrants, as of the Effective Date and, repeatedly, on the Date of Transfer, that:

在本合同项下，LME 在生效之日陈述与保证，并在转让之日重申：

- (a) The Mining License is true, legal and valid; LME is the sole legitimate holder of the Mining License and the Mining License is free and clear of securities and encumbrances except for the Kundelungu Loan Contract and Off-Take Agreement which will be terminated on the Closing of this transaction;

采矿权为真实、合法和有效；LME 是采矿权的排他性持有人，采矿权上未设置任何的担保或权利负担，除 Kundelungu 借款合同和包销协议（该等协议将于本交易交割时终止）外；

- (b) LME holds all the certificates and approvals that are necessary for the Mining License and are in conformity with the requirements of all the existing laws and regulations in the DRC;

LME 持有采矿权所必需的权证和行政许可，前述权证的持有和许可的获得均符合刚果（金）现行法律法规的规定；

- (c) There is no overlap or crossing between the perimeters covered by the Mining License and those covered by other mining rights. There is no current or, to the knowledge, information and belief of LME, potential dispute on the boundary of the perimeters covered by the Mining License with other holders of mining rights;

采矿权覆盖的区域与其他矿权覆盖的矿区不存在重叠或交叉。根据 LME 知悉了解的信息以及其信念，采矿权所覆盖的矿区与其他矿权持有人之间就边界不存在任何现有的或潜在的诉讼；

- (d) LME maintains the validity of the Mining License in accordance with the existing laws and regulations in the DRC; LME has fulfilled its obligation to pay all taxes and registration taxes on the Mining License and all other legal or regulatory obligations;

LME 依照刚果（金）现行法律法规的规定维持采矿权证的有效性。LME 已经履行支付采矿权的所有税和登记税以及其他法定义务；

- (e) No third party has any rights to the Mining License, in particular security rights, right of lease and right of option except the Loan Contract and Off-Take Agreement which will be terminated on the Closing of this transaction;

除 Kundelungu 借款合同和包销协议（该等协议将于本交易交割时终止）外，没有第三人对采矿权享有权利，尤其是担保权、出租权和选择权。

- (f) There is no legal proceedings in relation to the Mining License, nor judicial measures that freeze, preserve or seize the Mining License;

不存在涉及采矿权的诉讼程序，也不存在任何将采矿权冻结、保管或没收的司法程序；

- (g) LME has completed all the important administrative formalities for the land used for mining activities in the mining area covered by the Mining License; and there is no lease on the land within the perimeter covered by Mining License;

LME 已完成了用于采矿权所覆盖矿区内矿业开采的土地的全部重要行政手续；采矿权覆盖区域上的土地没有设置任何租赁；

- (h) There is no fact that is attributable to LME and may cause the Mining License to be revoked;

不存在归责于 LME 且可能导致采矿权被撤销的事实；

- (i) LME is the owner of the Target Assets and has full rights over such properties without any defects;

LME 公司是目标资产的所有权人，并对该等资产拥有完全、无瑕疵的权利；

- (j) In relation to the applicable environmental law, LME is not in violation of any legal obligations, such as no pollutant has been deposited, spread, discharged, abandoned, pumped, poured, injected or dumped, and no pollutant has been escaped, disposed of or infiltrated on or in the perimeter of the Mining License. LME has not received any oral or written notification in relation to pouring pollutant into the perimeter of the Mining License that may require the Project Company to bear environmental responsibilities or require the Project Company to take corrective or restorative actions;

在所适用的环境法律层面，绿纱并未违反任一法定义务，如不存在任何放置、排出、倾斜、放弃、吸出、倾倒、浇灌或倾斜任何污染产品的情形，也没有在采矿权覆盖区域内之内泄露、流出或渗出任何污染产品的情形。LME 也未接受任何与采矿权覆盖区域内之上污染产品的倾倒相关的、可能要求项目公司承担环境责任或要求项目公司进行更正或补救行为的口头或书面通知；

- (k) All information provided by LME to the Project Company is true, accurate and complete and such information shall fully reflect the situation of LME and the Target Assets;

LME 提供给项目公司的所有信息是真实、准确和完整的。该等信息完全反映 LME 和目标资产的情况；

- (l) there is no error of facts or facts voluntarily omitted in the aforementioned information.

前述信息不存在事实错误和主观上的事实遗漏。

6.3. Liability for Representations and Warranties

陈述和保证的责任

The Parties recognize that, in the event that any of the representations and warranties made in this article proved to be false or at any time cease to be accurate in any of its important

components, then unless remedies are taken and such situation is remedied within thirty (30) calendar days from the knowledge of such situation, the breaching party shall be liable.

双方确认，若本条款中所述的个别陈述与保证或其中的重要组成部分为虚假或不真实、或在任何时候变为不准确，除非自知晓该情况之日起三十（30）个日历日内采取补救措施修正这一状况，否则违约一方须承担责任。

ARTICLE 7 – RESPONSIBILITIES AND INDEMNITIES

第 7 条 责任与赔偿

7.1 Any failure to perform, improper performance or late performance of a contractual obligation under this Contract, including breach of any representations and warranties contained in this Contract, shall constitute a breach of this Contract.

所有本合同所规定的合同义务的不履行、不适当履行或延迟履行，包括对本合同所包含的陈述与保证的违反都构成对本合同的违反。

7.2 The Party whose act of violation has caused damages to the other Party shall be liable to compensate the other Party for the losses suffered.

一方违约行为造成另一方受损失的，则该方须赔偿另一方所遭受的损失。

7.3 LME shall indemnify the Project Company against any loss suffered by the Project Company as a result of: (a) the ownership of the Mining License.; or (b) more generally, acts or inaction of LME with respect to the performance of obligations provided by the laws and this Contract in relation to the Mining License and (y) any loss became liquid and due before the Date of Transfer; or (z) the trigger event or causal action that had caused the losses occurred before the Date of Transfer.

LME 应赔偿项目公司因如下原因而其招致的任何损失：(a)采矿权的权属；或(b)广义而言，LME 在履行法律和本合同与采矿权相关义务履行方面的作为或不作为；和(y) 在转让之日前损失已确定且到期的；或(z) 引起损失的触发事件或有因果关系的行为在转让之日前出现的。

7.4 Project Company shall indemnify LME against any loss suffered by LME as a result of acts or inaction of Project Company with respect to the performance of obligations under this Contract.

项目公司应赔偿 LME 因履行本合同规定的义务方面的作为或不作为而对 LME 造成的任何损失。

7.5 The Parties and the Guarantors acknowledge and agree that, each of the Guarantors shall guarantee the due and punctual performance by LME of its obligations under this Contract (the Guaranteed Obligations), and if LME fails to perform any of its Guaranteed Obligations when due (each of such event, an LME Breach), each of the Guarantors shall undertake any and all actions necessary to cause the performance of such Guarantee Obligations as if it was the primary obligor under this Contract.

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Without prejudice to this guarantee, each of the Guarantors undertakes to indemnify Project Company and/or its Affiliates against all losses suffered by them arising out of any LME Breach.

各方和各保证人承认并同意，各保证人应保证 LME 妥善按时地履行其在本协议项下的义务（被担保义务）。如果 LME 未履行被担保义务中的任何一项到期义务（任一上述事件，单称 LME 违约），则各保证人应当采取任何和一切必要行动以履行上述被担保义务，如同其是本协议项下的首要义务人。在不影响该保证的情况下，各保证人承诺，就 LME 违约所产生的、由项目公司和/或其关联方所遭受的所有损失，将对项目公司和/或其关联方作出赔偿。

- 7.6 Nothing in this Contract will obligate any of the Parties, including the Guarantors, to do anything other than use their reasonable commercial efforts to satisfy any of the Conditions Precedent or obtain any of the agreements, approvals or consents provided for in this Contract. If after using their reasonably commercial efforts to obtain such agreements, approvals or consents within a reasonable time, the Parties are unable to obtain them through no fault of their own, unless the Parties agree to waive the requirement for same, this Contract may be terminated, and no Party will be liable for the inability to obtain such agreement, approval or consent, or satisfy the Conditions Precedent.

除利用其合理的商业努力成就先决条件或取得本合同规定任何协议、批准或同意以外，本合同中不强制要求任何其他事。如果在合理的时间内利用其合理的商业努力去取得此类协议、批准或同意，各方均无法获得（各方均无过错）；除非双方同意豁免相同的要求，否则本合同可以终止，任何一方都不会对无法获得此类协议、批准或同意或成就先决条件承担责任。

ARTICLE 8 – DISPUTE RESOLUTION AND ARBITRATION 第 8 条争议解决与仲裁

8.1. Applicable Law 适用法律

This Contract is governed by the law of the DRC ("Applicable Law") as to its validity, interpretation and performance.

本合同的效力、解释及其履行适用刚果（金）的法律（“适用法律”）。

8.2. Amicable Negotiation 友好协商

- 8.2.1 In the event of any conflicts or disputes arising out of or in relation to this Contract, the Parties shall meet to attempt to reach a settlement amicably before initiating any arbitral proceedings, except for emergent cases.

因本合同或与本合同有关的争议或纠纷，双方在提请任何仲裁程序前，应进行会面尝试友好解决，除非紧急情况。

8.2.2 For this purpose, the Parties shall meet within fifteen (15) Business Days after the invitation extended by any Party to such meeting. If the conflict or dispute is not settled friendly within fifteen (15) Business Days of the meeting held in accordance with the above clause, or if the meeting has not taken place, any Party may initiate the proceedings provided in Article 8.3.

为此，双方应自任何一方提请会面之日起十五（15）个工作日内进行会面。若前款规定的会面未进行或争议或纠纷不能在前款所述的会面后十五（15）个工作日内友好解决的，任何一方均可提请第 8.3 条规定的程序。

8.3. Arbitration 仲裁

8.3.1 All conflicts or disputes arising out of or in connection with this Contract shall be settled by three (3) arbitrators sitting in Paris, France and appointed in accordance with the ICC Rules of Arbitration and the law of the DRC. The language of the arbitration will be in English or French with an English translator if required by a Party, and such Party shall bear the cost of the translator.

因本合同产生的或与本合同有关的任何争议或纠纷由三（3）名仲裁员根据国际商会的仲裁规则和刚果民主共和国法律进行解决，仲裁地为法国巴黎，仲裁语言为法语或英语，若一方需要可配备英文翻译，但其应自担费用。

8.3.2 The Parties hereby agree and recognize that the arbitrators may, at the request of a Party, bind the arbitration provided for in this Contract with any other dispute arising out of or related to the same legal relationship or which is so closely related to the dispute submitted to the arbitral tribunal that it would be appropriate to resolve during the same proceedings

双方同意和确认，在一方请求下，仲裁员可将本合同项下的仲裁与，因同一法律关系引起的或相关的，或与提交至合同项下仲裁庭的争议密切联系从而可以在同一审理程序中解决的其他争议，进行合并。

8.3.3 The Parties shall immediately execute the decision of the arbitral tribunal and waive any right of appeal to the extent that the Parties have the right to waive. Any Party shall have the right to request the compulsory enforcement of such decision before any competent court.

双方应立即执行仲裁庭的裁决，（在双方有权放弃的情况下）放弃上诉权。任何一方均可向有管辖权的法院申请强制执行上述裁决。

ARTICLE 9 – NOTIFICATIONS

第 9 条通知

9.1 Unless otherwise expressly stated in this Contract, any notice in connection with this Contract shall be sent in writing or electronically to the following addresses:

IAU

除非本合同有明确相反规定，与本合同有关的通知须以书面形式或通过电子通讯的方式发送至以下地址：

For LME

致 LME

N° 7833 KILWA avenue, Commune de Lubumbashi, Ville de Lubumbashi,
Province de Haut-Katanga, République Démocratique du Congo
刚果民主共和国上加丹加省卢本巴希市卢本巴希区 KILWA 大道 7833 号

Attention : Simeon Tshisangama

致：Simon Tshisangama 先生

E-mail: tsm_rdc@yahoo.fr

邮箱： tsm_rdc@yahoo.fr

For Simeon Tshisangama

致 Simon Tshisangama 先生

Attention : Simeon Tshisangama

致：Simon Tshisangama 先生

E-mail: tsm_rdc@yahoo.fr

邮箱： tsm_rdc@yahoo.fr

For African Metals Corporation

致非洲金属公司

1600 - 925 WEST GEORGIA STREET, VANCOUVER BC V6C 3L2, CANADA

Attention: John F. O'Donnell

致：John F. O'Donnell 先生

E-mail: johnodonnell@stikeman.to

邮箱： johnodonnell@stikeman.to

For the Project Company

致项目公司

Route Aéroport complexe commercial Luano City Bloc B C/Annexe

Route Aéroport complexe commercial Luano City Bloc B C/Annexe

Attention: MA Pei

致：马佩

E-mail: mapei@hkemi.hk

邮箱： mapei@hkemi.hk

- 9.2 Notifications and/or other communications will be valid and deemed to be given (i) upon receipt of registered mail by post office or by hand, if it is made during normal business hours, on the date of delivery or, if it is not made during normal business hours, the Business Day following the day of receipt; (ii) in the case of electronic

Handwritten signature and mark

communication, the Business Day following the date of receipt of the electronic communication.

此类通知和/或其他任何通讯将有效且视为已经实施 (i) 若为邮局接收挂号信形式或专人递送, 若在正常营业时间的, 则为提交之日, 否则, 系收到之日的下一个工作日; (ii) 若是电子形式通讯, 则系收到电子通讯的下一个工作日。

- 9.3 Any change of address shall be notified in writing to the other Party at least ten(10) Business Days before it becomes effective.

任何地址的变更应在变更生效前起 (10) 个工作日前书面通知另一方。

ARTICLE 10 – CONFIDENTIALITY CLAUSE

第 10 条保密条款

10.1. Confidential Information 保密信息

Subject to Article 10.2 and 10.3, each Party shall ensure its respective officers, employees, agents and professional counsels maintain the confidentiality of any information, documents, other supporting documents and this Contract provided by one Party or its counsel, including any authority, to the other Party and received by the other Party (the "Confidential Information").

在遵守第 10.2 条和第 10.3 条规定的前提下, 任何一方应且确保其高管、雇员、代理和各个专业顾问对一方、其顾问或包括主管机构向另一方提供的或另一方收到的与本合同有关的所有信息、文件以及其他支持以及本合同进行保密 (“保密信息”)。

10.2. Exclusions 例外条款

Article 10.1 does not apply to :

第 10.1 条不适用于:

- (a) documents and information to be published or notified to the minimum extent in accordance with the Applicable Law or regulations of the competent authorities or departments of the DRC for the purpose of making the Transfer against third parties, especially the documents and information provided in Articles 3.2;

根据适用法律、刚果 (金) 主管部门或机构的规定应当公布或最低限度进行通知的文件和信息, 该等文件和信息旨在使得转让产生对抗第三人效力, 尤其是针对第 3.2 条所规定的文件和信息;

- (b) information that is, or becomes, publicly available (other than those acquired by violation of this Contract) or independently developed by a Party;

公众已知或成为公众所知的（排除因违反本合同的规定而获得的信息）或一方独立分析所得的信息；

- (c) information that the receiving Party can demonstrate such information is already in its possession prior to the disclosure, as confirmed in writing;

经书面文件确认，接收方能够证明其在信息披露之前已经知晓的信息；

- (d) in relation to obtaining financing, in order to evaluate the Project and on the basis of extremely necessary, information provided by a Party to its Affiliates, officers, employees, independent consultants and professional advisers engaged by a Party, existing or potential contractors, potential investors, banks or financial institutions, provided that the recipient of the Confidential Information:

与获得融资相关的，为了评估项目且在及极其必要的信息基础上，一方告知其关联公司、高管、雇员、独立顾问和委托的专业咨询机构、现在或潜在合同相关方、潜在投资人、银行或其他金融机构的信息，但保密信息接收方：

- (i) is subject to the obligation of confidentiality under professional or contractual obligations; *or*

遵守专业义务或契约义务项下的保密义务；或

- (ii) shall undertake in writing to comply with the confidentiality restrictions in accordance with this Article 10 after being informed of the confidential nature of such Confidential Information;

在知晓该保密信息的保密性后，须以书面形式承诺遵守与本合同第 10 条规定一致的保密限制；

- (e) information disclosed as required by law or by any competent court, regulator or recognized stock exchange; *and*

应法律要求的情况下和有权管辖法院、监管机构或认可的证券市场的要求而披露的信息；和

- (f) disclosures of information to which the Parties have previously agreed in writing.

双方事先书面同意披露的信息。

10.3. Duration of Confidentiality Obligations 保密义务的期限

The obligations contained in this Article 10 shall expire at the end of a period of twenty-four (24) months from the date of termination of this Contract, provided that such expiration is without prejudice to any continuing obligation of the Parties to

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preserve the confidential nature of any information in accordance with applicable laws.

本条第 10 条中所规定的义务将自本合同终止之后二十四（24）个月届满，但该等届满不影响双方持续遵守根据法律的规定保留信息保密特性的义务。

ARTICLE 11 – MISCELLANEOUS CLAUSE

第 11 其他规定

11.1 Tax and fees

税费

The Parties agree that, (A) any and all taxes (i) in relation to the Target Assets that has incurred, and (ii) that will incur or may incur during the process of or after the Transfer as a result of the Transfer, and (B) any and all fines, penalties, and liabilities in relation to the taxes that will incur or may incur during the process of or after the Transfer as a result of the Transfer, shall be borne by LME.

各方同意，(A) (i)已经发生的与目标资产有关的任何及全部税负，以及(ii)在转让进行过程中或拟议交易完成后将发生或可能发生的任何及全部税负，以及(B)与在转让进行过程中或拟议交易完成后将发生或可能发生的任何及全部税负有关的任何及全部罚款、处罚和责任，均应由 LME 负担。

11.2. Costs and expenses

费用与支出

Except as otherwise expressly provided in this contract, either Party will bear all costs and expenses incurred in the negotiation, preparation, and implementation of this Contract and other documents, verifying the performance of the Conditions Precedents, requesting changes, and requesting remedy for breach of contract. (Including external consulting and/or legal counsel fees and expenses).

除非本合同另有明确相反规定，任意一方将自行承担在本合同和其他文件的协商、编制和实施中出现的、核验先决条件履行的、请求变更和请求弥补违约的而产生的全部成本和费用（包括外部咨询和/或法律顾问的费用与支出）。

11.3. Language

语言

This contract is written and signed in English and Chinese. If there is a conflict between the two versions, the English version is preferred.

本合同用英文和中文（汉语）编写和签署。若两个版本之间矛盾的，则英文版优先适用。

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**11.4. Absence of abstention
不弃权**

- 11.4.1 Defective performance and deferred performance of the rights or remedies under this contract or under the law shall not be construed as a waiver of any such right or remedy or any other right or remedy, nor shall it impede or limit such right or remedy or any other Exercise of rights or remedies.

本合同项下或法律项下的权利或救济的履行瑕疵、履行延迟不得解释为对该等权利或救济或任何其他权利或救济的弃权，也不得阻碍或限制该等权利或救济或其他任何权利或救济的行使。

- 11.4.2 The sole or partial exercise of any rights or remedies under this contract shall not impede or restrict the exercise of such rights or remedies or any other rights or remedies in the future.

本合同项下任何权利或救济途径的单独行使或部分行使，都不得阻碍或限制日后行使上述权利或救济途径或其他任何权利或救济途径。

**11.5. Changes to current laws
现行法律变更**

- 11.5.1 If the applicable law, in particular the existing provisions of the "Mining Code," are amended prior to the Closing of this transaction, so that certain provisions of this contract are invalid or incomplete ("Changes to Current Law "), both Parties agree to amend their respective obligations under this contract so that the initial obligation stipulated in this contract before the change of law can maintain its purpose after the changes in the current law and continue to be in force. If the Changes to Current Law are such as to cause a financial burden on either party, either party may terminate this Contract with no further liability unless the other party is prepared to accept such financial burden.

若适用法律尤其是《矿业法典》的现行规定在本交易交割前被修改而使得本合同项下某些规定失效或不完整的（“**现行法律变更**”），双方同意修改本合同项下各自的义务，以使得现行法律变更前本合同中所规定的初始义务能在现行法律变更的生效后维持其宗旨，并继续产生完全的效力。对现行法律变更如对任何一方造成财务负担，除非另一方愿意接受此种财务负担，任何一方均可在不承担进一步责任的情况下终止本合同。

- 11.5.2 Based on this and without prejudice to the foregoing general provisions, additional procedures required for the realization of the transfer of mineral rights due to changes in the existing laws will be regarded as stipulated in this Contract..

基于此和在不影响前述一般性规定的前提下，因现行法律变更导致的实现矿权转让所需的额外手续将视为本合同之规定。

Executed in: Democratic Republic of the Congo, Lubumbashi;

签署地：刚果民主共和国卢本巴希；

Date of signing: See first page date.

签署日期：参见首页日期。

In four (4) copies, either Party confirms receipt of one (1) original agreement.

一式肆（4）份，任一方确认收到壹（1）份协议原件。

(Follow-ups are signing page)

（后续为签署页）



**LUI SHA MINING ENTREPRISE
SARL**

绿纱矿业企业有限责任公司



Mr. Simeon Tshisangama

Simeon Tshisangama 先生

Title :Manager

职位：经理

EXCELLEN MINERALS SARL

安胜矿产有限责任公司



Mr. MA Pei

马佩先生

Title :Manager

职位：经理

GUARANTORS

各保证人

**African Metals Corporation
非洲金属公司**



Mr. Simeon Tshisangama

Simeon Tshisangama 先生

Title :CEO

职位： 总经理



Mr. Simeon Tshisangama

Simeon Tshisangama 先生



REPUBLIQUE DEMOCRATIQUE DU CONGO
CADASTRE MINIER

CERTIFICAT D'EXPLOITATION



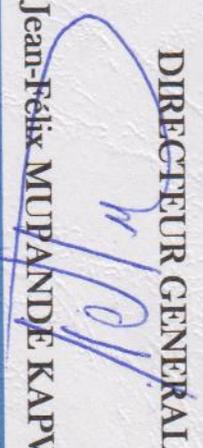
N°CAMI/CE/7059/2016.

En prenant acte de la Notification d'Inscription d'office n° CAMI//DG/038/2016 du 05/05/2016 portant octroi du **PERMIS D'EXPLOITATION** n° 4881, au nom de **LUISHA MINING ENTREPRISE** ayant son siège social sis **Avenue Okito, n°2, Lubumbashi/Haut-Katanga,**

Est établi le présent **CERTIFICAT D'EXPLOITATION** qui lui confère le droit exclusif d'effectuer, du 04/04/2016 au 03/04/2046, les travaux de recherches, de développement et d'exploitation des substances minérales suivantes : **Cobalt, Cuivre et Zinc**, à l'intérieur du périmètre faisant l'objet du **PERMIS D'EXPLOITATION** composé de **20** carrés situés dans le Territoire de **Kambove**, Province du **Haut-Katanga**.

Les coordonnées géographiques des sommets dudit périmètre sont reprises dans l'Annexe 1 qui fait partie intégrante du présent **CERTIFICAT**.

Délibéré à Kinshasa, le **27 JUL 2016**

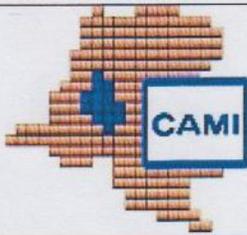
DIRECTEUR GENERAL

Jean-Felix MUPANDE KAPWA

Mentions Spécifiques

- Il est rappelé au titulaire de ce titre minier qu'en application de l'article 592 du Règlement Minier, il est tenu de respecter les dispositions du Chapitre VI du Titre XVIII dudit Règlement visant la mise en conformité environnementale des opérations exécutées en vertu de son PERMIS D'EXPLOITATION.
- Il est également rappelé le délai de l'Attestation de Commencement des travaux de développement et de construction dans les **3 ans** de la délivrance du titre.
- Toute modification ultérieure du présent CERTIFICAT D'EXPLOITATION sera, selon le cas, portée au dos de ce titre ou reprise dans une des annexes complémentaires qui en font parties intégrantes.

REPUBLIQUE DEMOCRATIQUE DU CONGO
CADASTRE MINIER

Téléphone: 015 162618
Facsimile:
Email: info@cami.cd
Website: www.cami.cd

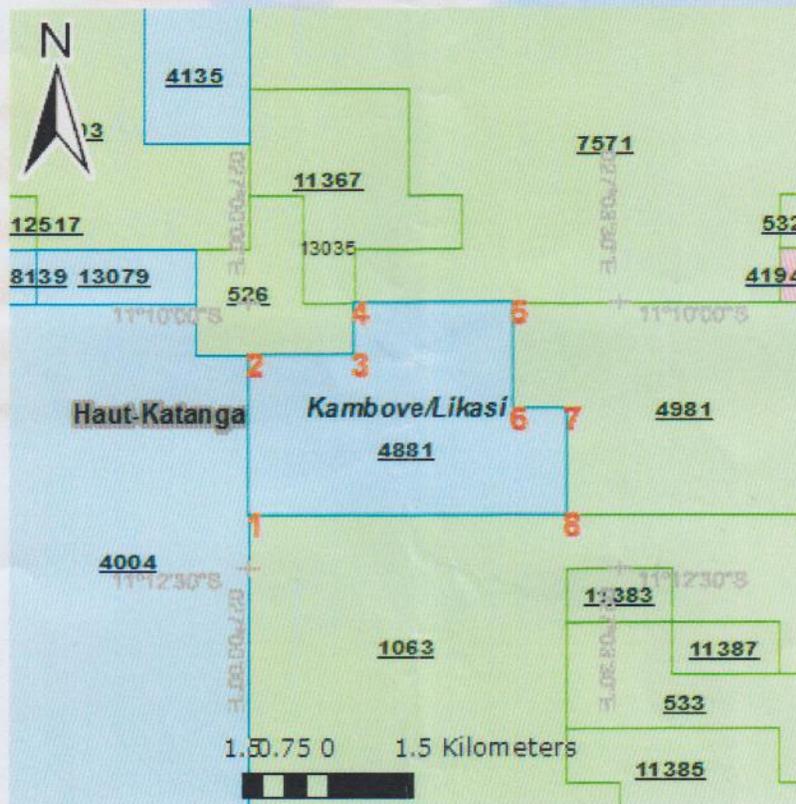


DIRECTION GENERALE
Croisement des Avenues Mpolo Maurice et
Kasa-Vubu, GOMBE
BP 7987, Kin 1
KINSHASA

EXTRAIT DE LA CARTE DE RETOMBE MINIERE

Titre **4881**
Type **Permis d'Exploitation**
Localisation **Katanga, Haut-Katanga, Kambove**
Titulaire **LUISHA MINING ENTREPRISE**

Annexe 1



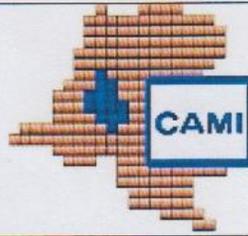
Cartes de Retombe **S12/27**
Datum **WGS84**
Projection **UTM**

Nombre de carrés **20**



REPUBLIQUE DEMOCRATIQUE DU CONGO
CADASTRE MINIER

Téléphone: 015 162618
Facsimile:
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Website: www.cami.cd



DIRECTION GENERALE
Croisement des Avenues Mpolo Maurice et
Kasa-Vubu, GOMBE
BP 7987, Kin 1
KINSHASA

LISTE DES COORDONNEES GEOGRAPHIQUES

Titre 4881
Type Permis d'Exploitation
Localisation Katanga, Haut-Katanga, Kambove
Titulaire LUISHA MINING ENTREPRISE

Annexe 2

Sommets	Longitude			Latitude		
	Deg	Min	Sec	Deg	Min	Sec
1	27	00	0,00	- 11	12	0,00
2	27	00	0,00	- 11	10	30,00
3	27	01	0,00	- 11	10	30,00
4	27	01	0,00	- 11	10	0,00
5	27	02	30,00	- 11	10	0,00
6	27	02	30,00	- 11	11	0,00
7	27	03	0,00	- 11	11	0,00
8	27	03	0,00	- 11	12	0,00

Cartes de Retombe S12/27
Datum WGS84
Projection UTM

Nombre de carrés 20

