



MINISTRY OF MINING



e-mail: eg@mining.go.ke
When replying please quote ref No & date
Ref No. ORIGINAL CERT NO.1328/17

MINISTRY OF MINING
MACHAKOS ROAD
P.O. Box 30005-00100 GPO
NAIROBI

Date... 6th March, 2017

ASSAY CERTIFICATE

SENDER'S NAME : KHALIL KHABBANI
DATE : 06.03.2017
SAMPLE TYPE : YELLOW NUGGETS
SAMPLE NO : 1328/17

LT

Sample weighing 9.8655g
6 purity, equivalent to

ORIGINAL
REPUBLIC OF KENYA

OFFICIAL RECEIPT C 9282664

Date: 6-03-2017
Received from: Khalil J. Khabbani
Amount: Three Hundred Only

Assay fees

FOR
GEOLOGICAL

P. O. Box

KATWEO
DIRECTOR OF GEOLOGICAL

The results are based on

R-119

Mining
A.I.A. D-690

Cash

ASS. 300.00

Ac. NO. 0000-3540601

Signature of Officer receiving amount



LOGISTICS & TRANSPORTATION

www.warehousesecurity.co.ke
info@warehousesecurity.co.ke

P.O. Box 12763-00100,
Nairobi, Kenya
Mombasa Rd, Kampala Rd
+254 733 333333

SAFE KEEPING RECEIPT

TRACKING CODE

SAFE - CUSTODY - RECORD - NUMBER

1750110017

DATE: Friday, December 23, 2016

DEPOSITED BY:

NAME: Mr. [Signature]

SIGNATURE: [Signature]

TYPE OF CONSIGNMENT: Gold Nuggets

FROM: D R Congo

RECEIVING OFFICER:

NAME: Mr. Paul Mwangi

TITLE: Warehouse Director

SIGNATURE: [Signature]

DESCRIPTION	
AU 1750 Kgs Nuggets deposited	Less Assay Sample 100 Grams (96.98%) AU

We further confirm that these goods in our safekeeping are legally earned, good, clean and cleared of non criminal origin, free of any liens or encumbrances, and are freely transferable upon the instructions only of the authorized signatory (the Depositor), MR. [Signature].

The Depositor named herein is the authorized signatory and is in full control of the goods in our safekeeping and we are prepared to avail, release and/or deliver the Depositor goods to the Depositor or his/her associates and heirs as per his/her instructions in accordance with terms of this safekeeping Dated: 23 December 2016

Authorized signatory on behalf of warehouse:

NAME: Mr. Ruphas Mwalete

DESIGNATION: Head of Security

SIGNATURE: [Signature]



We are end sellers of Raw Un-refine Gold Nuggets and Gold Bars from Democratic Republic of Congo.

Below is our attached Full Corporate offer for Gold Nuggets.
Please note that these are the NET PRICES, no commissions have been added.

We would require an ICPO with buyer's banking coordinates and soft probe and a NCNDA signed and sealed by all including the end BUYER.

F.C.O –RAW GOLD NUGGETS

We xxxxxxxxxxxxxxxx Ltd hereby submit our Full Corporate offer and State that we are Ready and Willing to Supply the Below Mentioned Commodity with full Responsibility as Per Under Stated Specification and Term & Conditions.

COMMODITY

Raw Gold Nuggetswith 97% of purity and above.

ORIGIN : D.R Congo

PACKING : Packed in boxes suitable for airfreight.

QUANTITY & PRICE VALUE : 1750Kilograms Raw Gold nuggets @ \$ 25,000 per Kg CIF Buyers Destination

If purity is found to be less than stated in the FCO, then the price will be adjusted to suit the Buyer.

SHIPMENT

By airfreight Port of Loading: Jomo Kenyatta International Airport in Kenya

DESTINATION & DELIVERY

Destination: Buyer's Choice

DOCUMENTATION

Commercial Invoice in favor of the Buyer, Insurance, Certificate of Origin, Export Permit, Ownership Certificate, Customs Clearance and Airway Bill.

After sign this Soft Offer by both parties, Buyer and Seller must follow this proce-dure:

1. Buyer and Seller sign the FCO
2. The Buyer or Buyer's Representative will meet the seller in Nairobi Kenya or in his country(question of negotiation) to inspect the goods physically.
3. The Buyer can obtain a sample from the total consignment for testing purpos-es only at any local testing laboratory.
4. After satisfactory inspection, Buyer pays for all the government taxes and logistic for the shipping of the cargo to the Seller's appointed shipping agent. Under tight supervision, officials from the Ministry of Minerals & Energy will seal the goods.
5. If required by the buyer, the consignment can be smelted in the presence of the buyer and further inspection and testing is allowed at this stage.
6. Once the Buyer receives and confirms the documents and the Gold is ready to leave the country, both the Buyer and the Seller or Seller's representative will prepare to leave together to the Buyer's destination to witness the final assay..
7. Within 72 hours after receiving the final assay certificate from the buyers re-finery, the buyer will deduct the money that he paid for the Government Roy-alties then he pays our full amount

of the initial cost for the consignment through Swift wire transfer (TT) to the Sellers designated bank account.

Terms Payment:

Direct TT (TWT) to Sellers A/C 24 hrs after final assay report.

Seller's Warranty The Seller must warrant that the product as described in the FCO is in his legal pos-session or that he has beneficial ownership of the product and that he has the ability and the authority to sell it: -Buyer to inspect the goods in Kenya, where he/she will take samples for initial tests at a government testing laboratories. Goods are sealed ready for export. -Seller representative will accompany the goods to Buyer's refinery for smelting and final payment after assay report.

Payment:

TT wire transfer (TWT) from buyer contracted authorized authority account as per instructions from the Sellers defined in the FCO. After buyer pays the full payment of goods to the seller, the product and ownership will then be released to buyer.

Responsibility:

The Gold Nuggets will, during the delivery process remain in the Seller's care, custody and control of the Seller. Buyer will be responsible for all cost at their refinery including but not limited to refining and storage.

Delivery Instructions: (CIF Buyers Destination)

The Seller will ship the product to the designated buyer refineries via airfreight to the attention of buyer as per the instructions defined in the FCO to be listed on the documents and the packaging of the product.

Confidentiality:

Seller, buyer or Intermediaries and Mandates shall keep any FCO or Contract in strict confidence and shall instruct all persons involved in the completion of this contract to keep it in strict confidence.

Disputes Settlement:

All disputes arising out of, or in connection with the FCO or contract with buyer including disputes on its conclusion, binding effect, amendments and termination shall be resolved by ordinary court in Switzerland and/or as defined in the FCO.

Modifications and Amendments:

All modifications and amendments to any FCO or contract with buyer must be made in writing and are subject to the mutual writing approval of both parties.

Right to Refuse Shipment:

Seller must certify that any and all Material sent to any of (buyer) refineries shall be free of hazardous substances including but not limited to beryllium, cadmium, mercury, polychlorinated biphenyls and radioactive material. Should a Seller know or suspect that the material may contain a hazardous substance; the Seller undertakes to notify

(Buyer) refinery and (buyer) in advance of the shipment. It is understood that the re-refinery may take sample and test the material for the presence of hazardous substances prior to processing. It needs be understood that the refinery shall have the right to reject material which, in the refinery's opinion does not conform to the description specified under subparagraph

“a” or is, or becomes, unsuitable or undesirable for handling, sampling and smelting whether for metallurgical, environmental or other reasons. Material, which does not conform to the requirements specified under subparagraph specified in the FCO or is rejected by the refinery pursuant as defined in the FCO, will be returned to the Seller’s arrangement for the return of the Material. Pending receipt of such instructions it is understood that the refinery may take action as it considers appropriate for handling the Material. Any damages suffered by the (buyer) or the refinery as a result thereof will be deducted from the Seller’s account. Any and all damages suffered by the refinery as a result of the processing of Material containing hazardous substances will be to the account of a Seller.

Contract Exchanger Instructions:

Seller must agree that facsimile documents or correspondence shall be considered as originals. However, (buyer) and seller can retain the option to exchange hard copies in all transactions (Seller) signs and sends the contract by fax or email to buyer (Buyer) signs and faxes or sends the contract to the seller via e-mail

Non-circumvention and non-disclosure:

Seller will need to agree not to circumvent or attempt to circumvent buyer in any current or future transaction for a period of three years from the execution of any contract or FCO. A contract or FCO will bind all parties, their agents, associates, employees, transfers, assigns or designees.

Please Note:

These prices may be subject to change without notice. So always please confirm prior to proceeding with the transaction.

“All prices referred to in this message, if any, have been provided as temporary in-formation only, and not binding. The market prices for commodities and products Commercialized by SELLER are subject to change without notice. A firm price quotation would only be provided in a Full Corporate Offer (FCO) addressed to the interested party after the receipt of ICPO, SOFT PROBE and NCN-DA”.

“ACCEPTANCE OF PROCEDURES, TERMS AND CONDITIONS BY BUYER OR BUYER MANDATE”

We.....(the Buyer), are willing and able to buy the Gold Nuggets offered with the purchase procedures in this document which is re-turned duly signed and sealed as acceptance of the terms and conditions contained herein.

Signature of Buyer

..... Thanks for your anticipated Patronage

Signature of Seller

Best Regards,

Mr xxxxxxxxxxxxxxxx .

Sunday, April 9, 17