

CONTRACT NO: 0000003442

OUTSOURCE OF RUTONGO RECREATIONAL AND ENTERTAINMENT COMPLEX

AMENDMENT NUMBER 1

28 JULY 2025

FINANCIAL QUERIES TO:	REAGAN MUVARA	TEL: +250 785 469 975
TECHNICAL QUERIES TO :	CHARLES KYAMIZA	TEL: +250 781 500 393
COMMERCIAL QUERIES TO:	JEOME SANDE	TEL: +250 782 369 340

EMPLOYER:-

RUTONGO MINES LIMITED
MASORO, RULINDO,
NORTHERN PROVINCE,
RWANDA

CONTRACTOR:-

RUTONGO GUEST HOUSE LIMITED
MASORO SECTOR,
RULINDO DISTRICT,
RWANDA

**RENTAL ADVANCE PAYMENT, CONTRACT DURATION EXTENSION AND ADDITION OF
WORKS COMPLETION CERTIFICATE**

1.0 SCOPE OF AMENDMENT

On behalf and for account of the Employer, it is confirmed that the Contract is hereby amended by the deletion of:

Section B, SCOPE OF SERVICES, VISION, SCHEDULE OF DEPOSIT AND MONTHLY RENTAL, Page 6.

Clause 4. 0 Duration of Contract

and the substitution therefore with **ITEM 3** including the addition of Section "D" Work Completion Certificate herein.

2.0 AMENDMENT DATE

Notwithstanding the date hereof, the effective date of this Amendment shall be 1 June 2025, the date the Employer's Responsible person communicated the Agreement Extension.

Except as herein provided, all other terms and conditions of the Services Contract remain unchanged.

For and on behalf of:

RUTONGO MINES LIMITED

Evoche Imena
Name

[Signature]
Signature

General Manager
Designation

29-07-2025
Date



Jeome Sanda
Name

[Signature]
Signature

Group Supply chain Manager
Designation

29/07/2025
Date

RUTONGO GUEST HOUSE LIMITED

Byusa Marie Claire
Name

[Signature]
Signature

MS
Designation

29/7/2025
Date



.....
Name

.....
Signature

.....
Designation

.....
Date

ITEM 3

OPERATIONAL MANAGEMENT OF THE RUTONGO RECREATION CLUB AND ENTERTAINMENT COMPLEX - RESPONSIBILITY OF OUTSOURCE PARTNER

The outsource partner will be responsible for all managerial and operational functions, including but not limited to:

Hours of Business: Establishing and manage the operational hours of the club.

Payment Methods: Accepting payments only via cash or credit card, with no credit facilities extended to customers.

Business Plan: Developing and presenting a Business Plan that meets Rutongo's approval.

Labour Management: Hiring and managing all staff.

Menu Implementation: Creating and implementing a competitively priced menu to attract support from mine employees, local community, and company guests.

Marketing: Executing all marketing activities.

Security: Ensuring the security of buildings, premises, personnel, and stock.

Compliance: Adherence to Rutongo's Health, Safety, and Environmental Policies and Procedures.

Food and Beverage Service: Managing the sourcing, preparation, provision, and serving of all food and drink for both takeaway and sit-down service.

Reporting: Provide Rutongo with monthly (or as required) management reports.

Maintenance: Performing maintenance on Tenderers Equipment. Maintenance of Rutongo equipment will be undertaken by Rutongo. Any replacement of Rutongo Equipment will be at Rutongo's discretion.

Risk and Insurance: Successful Outsource Partner will be responsible to have insurance for personnel, business operations, equipment, stock, and other assets.

Facility Utilization: Outsource Partner will make the facilities available for meals (take away and sit down), conferences, weddings, sports events, and celebrations.

FINANCIAL:

The Outsource Partner is required, prior to any commencement of work, to lodge a deposit equal to RWF 1 500 000

On termination of the Contract, the RWF 1 500 000 will be returned to the Outsource Partner less any damages and or repairs necessary to Rutongo facilities, buildings, furniture, equipment, crockery, cutlery and linen, fair wear and tear excluded.

The Outsource Partner will be required to pay a monthly in advance rental of RWF 500 000.

DEPOSIT - REQUIRED TO BE PAID BY SUCCESSFUL OUTSOURCE PARTNER PRIOR TO ON SITE WORK COMMENCEMENT

RWF 1 500 000

MONTHLY OPERATIONAL RENTAL PAYMENT BY OUTSOURCE PARTNER TO COMPANY.

RWF 500 000

With the Exception of August 2025 which will become due and payable 30 June 2025.

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4.0 DURATION OF CONTRACT

The Contract shall commence on 1 December 2024 and terminate 31 May 2026.

Extension of Contract term after 31 May 2026 will be subject to mutual agreement by the Parties and confirmed before the above Termination Date by an official Amendment to this Agreement.

Throughout the term of the Agreement, termination notice may be given in writing one party to the other with 30 (thirty) calendar months' notice.

Should the Agreement be terminated in terms of this clause and by notice properly served and indebtedness one party to the other cleared, then the Contractor shall not be entitled to any further or other payment.

SECTION "D"
SITE WORKS & SERVICES WORK COMPLETION CERTIFICATE No:
MINE NAME:
DATE:

PROJECT TITLE		
PO/CONTRACT NO.		
NAME OF CONTRACTOR		
STATUS OF COMPLETION (%)		
GROSS INVOICE VALUE (INCLUDING VAT & WITHHOLDING TAXES)		
VAT – payable by Trinity Metals to Rwandan Revenue Authority		
WITHHOLDING TAX – payable by Trinity Metals to Rwandan Revenue Authority		
NET AMOUNT PAYABLE to International Contractor (EXCLUDING VAT & WITHHOLDING TAXES)		
Contract Value NET AMOUNT PAYABLE (EXCLUDING VAT & WITHHOLDING TAXES)		Contract Balance (PO/Contract Value minus Invoices)
Currency: USD	PO/Contract Value:	
Invoice No.	Amount:	
Invoice No.	Amount:	
Invoice No.	Amount:	
Invoice No.	Amount:	
Invoice No.	Amount:	

APPROVAL

DOA	NAME	DESIGNATION	SIGNATURE	DATE
MANDATORY: TRINITY PR HOD				
MANDATORY: MINE FINANCIAL MANAGER				
MANDATORY: GROUP SUPPLY CHAIN MANAGER				
GENERAL MANAGER (UP TO \$50K)				
COO (>\$50K to \$100k)				
CFO (>\$100K to \$250k)				

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