SAND EXPLOITATION AND SALES AGREEMENT

This Sand Exploitation and Sales Agreement ("Agreement") is made and entered into on ____ day of _______,2026.

BETWEEN

Land Owner:

Name: ________________________

ID/Registration No.: ________________________

Address: ________________________

Telephone: ________________________

(hereinafter referred to as the "Owner")

AND

Investor/Operator:

Name: ________________________

ID/Registration No.: ________________________

Address: ________________________

Telephone: ________________________

(hereinafter referred to as the "Investor")

The Owner and the Investor are collectively referred to as the "Parties."

1. RECITALS

WHEREAS:

A. The Owner is the lawful owner and/or holder of all rights, title, and interests in the land located at:

Location: ___________________________________

and further represents that the sand deposits located on or within the said property belong to the Owner and may be commercially exploited subject to applicable laws and permits.

B. The Investor possesses the financial and operational capacity to undertake the extraction, processing, transportation, and sale of sand from the property.

C. The Parties desire to establish the terms and conditions under which the Investor shall exploit and market the sand deposit.

NOW, THEREFORE, the Parties agree as follows:

2. GRANT OF RIGHTS

2.1 The Owner hereby grants the Investor the exclusive right to extract, process, transport, and sell sand from the Property during the Term of this Agreement.

2.2 Such rights are subject to compliance with applicable laws, environmental requirements, permits, licenses, and governmental approvals.

3. TERM

3.1 This Agreement shall commence on ____________ and remain in effect for a period of ______ years unless terminated earlier in accordance with this Agreement.

3.2 The Parties may mutually agree in writing to extend the term.

4. INVESTMENT AND OPERATIONS

4.1 The Investor shall be solely responsible for mobilizing equipment, machinery, labor, fuel, transportation, administration, and other operational resources necessary for the exploitation and sale of sand.

4.2 The Investor shall bear all operational costs and expenses associated with the extraction and commercialization activities.

5. PAYMENT TO OWNER

The Investor shall pay the Owner a royalty of:

USD _________ per cubic meter (m^3)

for all sand extracted and sold from the Property.

6. PROTECTION FEES AND FACILITATION FEES

6.1 The Investor expressly acknowledges and agrees that it shall be solely responsible for all lawful and legitimate costs required to facilitate the commencement and smooth operation of the project.

6.2 The Investor agrees to pay the Owner a monthly Protection and Facilitation Fee in the amount of:
USD _________ per month
or such other amount as mutually agreed in writing.
6.3 The Parties acknowledge that such fee is intended to compensate the Owner for:

- Local stakeholder coordination;
- Community relations management;
- Site monitoring and supervision;
- Assistance in resolving local operational issues;
- Access coordination and logistical support;
- Project facilitation activities reasonably necessary for uninterrupted operations.

6.4 The Investor confirms that payment of the Protection and Facilitation Fee is a material obligation under this Agreement and shall not be deducted from royalties owing to the Owner unless otherwise agreed in writing.
6.5 The Investor shall not have any claim against the Owner for reimbursement of the Protection and Facilitation Fee.

7. GOVERNMENT FEES, TAXES AND PERMITS

7.1 The Parties acknowledge that the Investor has requested the Owner's assistance, support, and facilitation in obtaining and maintaining all licenses, permits, authorizations, governmental approvals, and other administrative requirements necessary for the lawful extraction, transportation, and sale of sand from the Property.
7.2 The Owner agrees to use reasonable efforts to assist and facilitate communications and coordination with relevant governmental authorities and local stakeholders to enable the timely commencement and smooth continuation of the operations.
7.3 The Investor shall be solely responsible for all taxes, permit fees, licensing fees, governmental charges, and related expenses associated with the Project, and shall reimburse the Owner within seven (7) days for any such amounts paid or advanced by the Owner on the Investor's behalf.

8. RECORDS AND REPORTING

8.1 The Investor shall maintain accurate records of:

- Sand extracted;
- Sand transported;
- Sales volumes;
- Sales revenue.

8.2 The Owner shall have the right to inspect such records upon reasonable notice.
8.3 Monthly production reports shall be provided to the Owner no later than the 5th day of the following month.

9. ENVIRONMENTAL AND SAFETY OBLIGATIONS

9.1 The Investor shall conduct operations in accordance with applicable environmental and safety regulations.
9.2 The Investor shall be liable for any damage caused by its operations.
9.3 Upon termination of this Agreement, the Investor shall restore the site to a condition reasonably acceptable under applicable law.

10. INDEMNITY

10.1 The Investor shall indemnify and hold harmless the Owner against claims, losses, liabilities, damages, penalties, and expenses arising from:

- Operational activities;
- Employee claims;
- Regulatory violations;
- Environmental incidents;
- Third-party claims related to the Investor's activities.

11. DEFAULT

The following shall constitute events of default:

a) Failure by the Investor to make payments due under this Agreement;
b) Failure to pay the Protection and Facilitation Fee as agreed;
c) Material breach of operational obligations;
d) Violation of applicable laws resulting in suspension of operations.

12. TERMINATION

12.1 The Owner may terminate this Agreement upon thirty (30) days written notice if the Investor remains in default after receiving notice of such default.
12.2 Upon termination:

- All extraction rights shall cease immediately;
- Outstanding payments shall become immediately due and payable;
- The Investor shall remove its equipment within a reasonable period.

13. FORCE MAJEURE

Neither Party shall be liable for delays or failures caused by events beyond its reasonable control, including natural disasters, war, governmental actions, or other force majeure events.

14. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall first be resolved through amicable negotiations.
If negotiations fail within thirty (30) days, the dispute shall be referred to:
☐ Arbitration
☐ Competent Courts of ________________________

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and agreements.
Any amendment must be made in writing and signed by both Parties.

SIGNATURES

OWNER	INVESTOR
Name: _______________________	Name: _______________________
Signature: ___________________	Signature: ___________________
Date: _______________________	Date: _______________________
Witness 1: ___________________	Witness 1: ___________________
Witness 2: ___________________	Witness 2: ___________________