

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and effective this 28th of October 2024

BETWEEN

HENAN AFRO-ASIA GEO-ENGINEERING (T) CO., LTD of **P.O.BOX 5410 Dar es Salaam Tanzania** hereinafter referred to as "**The Landlord**" which term shall, whenever the context requires refer to his successors, and assigns of title.

AND

YKKY MINING (T) CO., LTD of **P. O. BOX 5384 Dar es Salaam Tanzania** hereinafter referred to as "**The Tenant**," which term shall, whenever the context requires refer to his successors, and assigns of title.

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in "Article II" and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - PREMISE

Landlord hereby rents to Tenant and Tenant accepts the land at following address: Plot No 644&646, Block B, Nyamhongolo, Ilemela, Mwanza for office and mineral processing purposes. (the "**Leased Premises**").

ARTICLE III - LEASE TERM

A. Total Term of Lease. The term of this Lease shall be for the term of **1 year** commencing on the **31th October 2024** and shall terminate on **30th October 2025**.

ARTICLE IV - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE V - RENT

The Tenant agrees to pay the Landlord total of Tanzanian Shillings **500,000/= per month, equal to (6,000,000) per year.**

ARTICLE VIII - TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- a) To pay the said rent at the time and in manner aforesaid and comply with all other terms and conditions as appear in this Agreement
- b) To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting reasonable wear and tear;
- c) To comply with health regulations.
- d) To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Leased premise provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

ARTICLE IX - LANDLORD'S COVENANTS

Landlord covenants and agrees as follows:

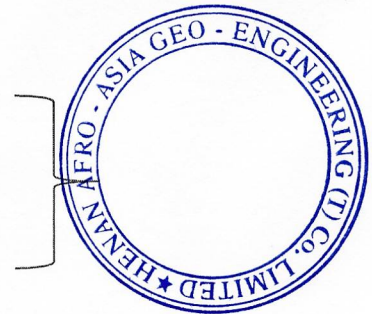
- a) That the tenant paying the said rent and observing and performing all his obligations as under this Agreement may quietly enjoy the said premises without any interruption by the Landlord or any person rightfully claiming under him.

ARTICLE XIII - GOVERNING LAW

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

SIGNED and DELIVERED at Mwanza
by **JUN PENG** for and on behalf of
HENAN AFRO-ASIA GEO-ENGINEERING (T) CO., LTD



Name: **JUN PENG**
Signature: 彭俊
Address: P.O. BOX 5410 DSM.
Qualification: **DIRECTOR**

SIGNED and DELIVERED at Mwanza
by **XU LIU** for and on behalf of
YKKY MINING (T) CO., LTD



Name: **XU LIU**
Signature: 徐留
Address: P.O. BOX 6313 MWZ
Qualification: **DIRECTOR**

IN WITNESS

Signature: Joseph Mugabe Stephens
Name: JOSEPH MUGABE STEPHENS
Address: P. O. Box 2824 - Mwanza
Qualification: **Notary Public/Advocate**



Control No:

998421418862

**ISO 9001: 2015 CERTIFIED**

**Commissioner for Domestic Revenue Department
Tax Payment Slip**

Name of Account Holder(s): N/A
 Bank Account Number: N/A
 Name of Commercial Bank: N/A
 Mobile Phone: 0765475642

Please transfer from my/our account the amount of TZS 600,000.00
 Amount in Words: Six Hundred Thousand Only

Value Date: 16/12/2024
 To: Commissioner for Domestic Revenue Department
Tanzania Revenue Authority

Account Number: N/A
 SWIFT Code: N/A

Control Number: **998421418862**
 Taxpayer TIN: **159016285**
 Taxpayer Name: **YKKY MINING (T) COMPANY LIMITED**

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Withholding Tax - Rental (Land and Building)	7303864	11121119	600,000.00

Signature Date...../...../20.....
 Signature..... Date...../...../20.....

Bank use only
Reference number

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.



REVENUE RECEIPT

TAXPAYER NAME	YKKY MINING (T) COMPANY LIMITED
BANK REFERENCE	0010112242600439
RECEIPT DATE	18/12/2024
CONTROL NO	998421418862
TIN	159016285
RECEIPT NO	0010112242600439
GePG RECEIPT NO	924353297796286
AMOUNT	TZS 600,000.00



TANZANIA REVENUE AUTHORITY

ISO 9001:2015 Certified

CERTIFICATE/REMITTANCE SLIP IN RESPECT OF WITHHOLDING TAX ON

Withholding Tax - Rental (Land and Building)

Name of TAXPAYER/WITHHOLDER: YKKY MINING (T) COMPANY LIMITED

TIN: 159016285

Name of WITHHOLDEE: HENAN AFRO-ASIA GEO-ENGINEERING (TANZANIA) CO. LTD.

TIN: 105397968

I hereby certify that, we have this date of 18/12/2024

deducted prior in favour of the Commissioner for Domestic Revenue Department/Large Taxpayer Department withholding tax from the above named person as follows:

Gross Amount Paid/Payable (VAT Exclusive) **6,000,000.00** TZS

Tax withheld at **10%** 600,000.00 TZS

further certify that the above Tax has been REMITTED in TRA's Commissioner for Domestic Revenue/Commissioner for Large Taxpayers Bank Account.

Tax was withheld from the following Invoice(s):

<u>Invoice No.</u>	Gross Amount (VAT Exclusive)
INV202412	6,000,000.00
	6,000,000.00

Control No:

9984119468605



ISO 9001: 2015 CERTIFIED

Tax Payment Slip

Name of Account Holder(s): N/A
 Bank Account Number: N/A
 Name of Commercial Bank: N/A
 Mobile Phone: 0765475642

Please transfer from my/our account the amount of TZS 60,000.00
 Amount in Words: Sixty Thousand Only

Value Date: 16/12/2024
 To: N/A
Tanzania Revenue Authority

Account Number: N/A
 SWIFT Code: N/A
 Control Number: 9984119468605
 Taxpayer TIN: 159016285
 Taxpayer Name: YKKY MINING (T) COMPANY LIMITED

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty Other than Sales of Revenue Stamp	7303907	11610127	60,000.00

Signature Date...../...../20.....
 Signature..... Date...../...../20.....

Bank use only
Reference number

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.



REVENUE RECEIPT

TAXPAYER NAME	YKKY MINING (T) COMPANY LIMITED
BANK REFERENCE	GWX101329713693
RECEIPT DATE	16/12/2024
CONTROL NO	9984119468605
TIN	159016285
RECEIPT NO	GWX101329713693
GePG RECEIPT NO	924351297417443
AMOUNT	TZS 60,000.00