

**EXTRACT FROM THE MEETING OF THE BOARD OF DIRECTORS AND
SHAREHOLDERS**

RESOLUTION FOR APPLICATION TO TANZANIA INVESTMENT CENTRE

WHEREAS, the Board of Directors of GOLDEN VEIN LIMITED, a company duly incorporated and existing under the laws of Tanzania with its registered office at Dar es Salaam, has convened a meeting on the 23rd day of June 2025 to consider the company's investment proposal in Tanzania;

AND WHEREAS, the company intends to establish a project in Tanzania and make an application to the Tanzania Investment Centre (TIC) for the necessary approvals and facilitation;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. That the company intends to establish a project in Tanzania and proceed with the necessary application process to the Tanzania Investment Centre (TIC) for investment facilitation and approvals.
2. That, USD 2,370,000 be allocated to establish a project for mining and processing of gold and other minerals for sale in Tanzania and foreign markets.
3. That for the purpose of the application to TIC, the evidence of land used is of FAHAD NASSOR ABDALLAH who is in agreement with the company to use his land. The contract between them is attached below.
4. That, Mohamed Hassan Mohamud, (Director) is hereby authorized to sign, execute, and submit all necessary documents and information required for the application to TIC on behalf of the company

IN WITNESS WHEREOF, this resolution has been passed by the Board of Directors of GOLDEN VEIN RESOURCES LIMITED on this 23rd day of June 2025 and has been duly signed by the authorized signatories.

SIGNED FOR AND ON BEHALF OF THE COMPANY

Mohamed Hassan Mohamud

Ali Hassan Mahmud


.....


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Chairman

Secretary

LEASE AGREEMENT

BETWEEN

**FAHAD NASSOR ABDALLAH
P O BOX 96, CHUNYA**

AND

**GOLDEN VEIN RESOURCES LIMITED
P.O.BOX 200 DAR ES SALAAM**

With respect to premises situated on:

CHUNYA

LEASE AGREEMENT

This agreement made this: 10TH JUNE, 2025

Rental Period: 09TH JUNE, 2028

BETWEEN

FAHAD NASSOR ABDALLAH of Dar es Salaam (herein called “the lessor”) of the part;

AND

GOLDEN VEIN RESOURCES LIMITED of P O Box 200 Dar Es Salaam (herein called “the tenant”) of the other part;

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The period of tenancy herein referred to as the “Contractual Period” shall be starting from the 10th June, 2025 to 09TH JUNE, 2028 with option for renewal following One-month notice prior to the expire date
2. The Lessee shall pay month rent of **1,000,000 (One Million only)** which will be paid 3 months in advance.
3. The Lessor has agreed to lease to the Lessee the said property to use as mining space for professional use.
4. The lessee shall be responsible for its maintenance and to maintain the same in good condition.
5. Withholding tax will be payable by the tenant and this amount will be deducted from the rent payable. The tenant shall be responsible to pay stamp duty as required by the law.
6. Term of lease: The lease agreement is for the term of three **year** effective: **10.06.2025**

7. Right of inspection: Lessor and lessor's agents shall have the right at all reasonable times, and by giving the tenant 24 hours prior notice, during the term of this lease and any renewal of this lease to enter the premises for the purpose of inspection and/or making any repair to the premises or other item as required under this lease.
8. Rent Increment: At the time if renewal, any proposed annual rental increases shall be agreed to in writing by both parties and shall be attached to this lease agreement as an addendum.
9. Use of premises: The premises shall be used for lawful and commercial and industrial purposes only.

10. Alterations and improvements:

- I. Tenant may make alterations internally or make any other improvements with the **prior written consent** of the lessor. However any changes shall require prior municipality approval, if applicable, and any costs for such shall be to the account of the tenant.
- II. All alterations, changes and improvements built, constructed or placed on or around the premises by the tenant, with the exception of fixtures which is properly removable without damage to the property, shall, unless otherwise provided by written agreement between lessor and tenant, be the property of lessor and remain to the expiration or earlier termination of this agreement.

11. The tenant hereby covenants with the lessor as follows:

- III. To pay during tenancy the reserved rent and further and additional payments hereinafter mentioned at the time and in manner herein provided without deductions whatsoever.
- IV. Utilities: to pay all charges for electricity consumed or used in the leased premises.
- V. Maintenance and repair: at all times to keep the interior of the leased premises and the appurtenances thereof including the doors, windows and other glass fixtures, fittings, waste water, drains and other pipes and sanitary and water

apparatus therein and the painting and decoration thereof in good, clean and substantial repair and condition with normal wear and tear being acceptable.

- VI. Not without the prior written consent of the lessor to erect any other structure, pipe or partition wire of post upon the leased premises nor to make or suffer any waster spoil or destruction in or upon the leased premises or injure suffer and injure any of the roofs, walls, timber, wires, pipes, drain appurtenances, fixtures/fittings, thereof and to report in writing to the lessor any wants of reparation of the structure and external parts of the leased premises PROVIDED ALWAYS THAT the tenant shall subject to prior written consent of the lessor having been obtained be permitted to erect or install such alterations or implement in or addition to the leased premises as may be necessary or convenient for the tenant but all such alteration improvements and additions shall not be removed prior to or at the termination or expiry of the tenancy, unless otherwise agreed with the lessor and tenant.
- VII. Not to assign underlet or otherwise part with or share possession of the demised premises or any part thereof without the lessor's written consent which shall not unreasonably be withheld.
- VIII. Dangerous Materials: Not to keep in the premises explosives, poison, toxic and any combustible substance.
- IX. To yield up the leased premises with the fixtures and fittings at the expiration of the term in the same condition as was received at the time of occupation, along with all furniture and fittings as listed in schedule A and locks and keys, with fair wear and tear being accepted.
- X. Right of inspection: to permit the lessor and her agents, surveyors and other authorized persons at all reasonable times of the day upon written notice to enter the premises for the purpose of carrying out repairs to the building for which the lessor may be liable or which the lessor may consider to be desirable or necessary or to view the state and condition thereof.
- XI. To pay stamp duty.
- XII. To pay for services charged at the agreed monthly rate to cater for water, common security, cleaning.

- XIII. Fuel costs for generator will have to be shared amongst the tenants on pro rata basis.
- XIV. Not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the lessee.
- XV. To pay the rent at the agreed upon timeframes.
- XVI. To fully pay for any and all outstanding utilities bills before leaving the premises.
- XVII. The tenancy may be terminated by either party by giving one months notice in advance in writing. In any case, rent paid including advance rent is non-refundable.

12. The lessor hereby covenants with the tenant as follows:

- I. To maintain and keep in good leasable condition the structure of the building and in particular the roofs, foundations and walls thereof, in the same state as received at the commencement of this lease.
- II. Peaceful enjoyment: subject to the tenant paying rents hereby resolved and observing and performing the several covenants and stipulations herein on the part of the tenant contained shall peacefully hold and enjoy the leased premises during the tenancy herein provided without any interruption by the lessor or any person rightfully claiming or in trust for the lessor.

13. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:

- I. If at any time during the tenancy hereby granted and the leased premises or any part thereof shall be destroyed or damaged by fire not occasioned by willful act, neglect or default of the lessor or its servants or its visitors, then and in any such cases and so far as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during such period as long as the premises is destroyed or damaged part thereof shall remain un-inhabitable or unfit for use by reason of such destruction or damage and if any dispute shall

arise between the lessor and tenant in regard to the amount of the abatement so to be made of the said rent or any part thereof shall be suspended or otherwise in relation thereto the same shall be referred to arbitration by two arbitrators one to appointed by each party in accordance with the provision of the arbitration law for time being in force in Tanzania as aforesaid.

II. Notice of renewal: if the tenant shall be desirous of continuing the tenancy and the lessor desirous of continuing the said tenancy hereby created for a further term of one year at the expiration of the term hereby granted, the tenant shall give to the lessor a notice in writing of such desire and shall pay in advance the agreed rent and perform the several stipulations herein contained on the tenant's part to be observed up to the termination of the term hereby granted the lessor will lease the demised premises for a further period of one year at the rate to be mutually agreed upon.

III. Condition of the premises:

- a) At the expiration of this agreement, the tenant shall quit and surrender the premises in as good a condition as it was at the commencement of this agreement, except reasonable wear and tear.
- b) Prior to the tenant's surrender of the premises, the parties shall jointly inspect the premises, the tenant shall at own expense make all required repairs to the plumbing, surround, air conditioning apparatus, electric fixtures, other mechanical devices and systems including those in schedule A, floors, ceilings and walls whenever damage to such items has resulted from tenants unreasonable misuse, abuse or neglect or that of the tenants' agents or visitors.

IV. Risk / Force Majeure

- a) Except for failure to pay any sum that has become due, neither party shall bear responsibility for the complete or partial non-fulfillment of any of its obligations in the case of Force Majeure, as may be defined by the government of Tanzania. It is also agreed that the following will be contractually considered to be cases of Force Majeure: acts of God, war, riots, civil unrest, natural disasters or act of government, or other circumstances beyond the parties' control. Any such act impacting upon

the terms of this agreement shall be communicated by the affected party with knowledge of such act to the other party in writing as soon as practicable.

- b) Should circumstances causing Force Majeure be of a temporary nature and not cause any hindrance to either Party to fulfill the provisions of this Lease, then the affected party shall complete the performance of its obligations under this Agreement.

- V. 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.
- VI. Dispute Resolution:** Conflicts related to the execution of interpretation of this Lease shall be settled amicably. Should the parties be unable to reach an amicable settlement, contentious issues will be brought before relevant legal authorities.
- VII. Amendment of the Agreement:** This Lease may be modified in writing and signed by both Lessor and Tenant.

Signed and delivered by the said of

FAHAD NASSOR ABDALLAH

at Dares Salam in my presence

this 23th day JUNE 2025



LEESOR

BEFORE ME

Name DANIEL SIMON

Address 105069

Qualification ADVOCATE

Signature 



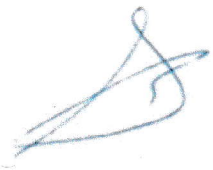
SEALED with the COMMON SEAL of the said

GOLDEN VEIN RESOURCES LIMITED and delivered

In the presence of us on 23th day of JUNE 2025

LESSEE

Name: MOHAMED HASSAN MOHAMUD



Signature:

Postal Address : , Dar - es - salaam

Qualification: **DIRECTOR**



TITLE No. **61432-1B4LR**
 REGISTERED ON: **25-07-2023**
 AT: **09:00 P.M.**

LAND REGISTRY
 TANGANYIKA

Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: **100/=** Paid
 Receipt No: **9 0317186 254354**
 of: **26-06-2023**

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 No. 4 OF 1999

CERTIFICATE OF OCCUPANCY

(Under Section 29)

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: **28,766/=** Paid
 On Original Receipt Shs: **9 0317186 254354**
 of: **26-06-2023**

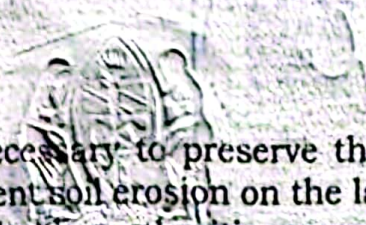
Stamp Duty Officer

Title No: **61432-1B4LR**
 L.O. No: **1371559**
 L.D. No: **CH/4239**

The **21st** day of **JULY** Two Thousand and **Twenty Three**.

THIS IS TO CERTIFY that **FAHAD NASSOR ABDALLAH** of P.O Box 96, **CHUNYA**, **MOBILE NO. +255 679 811 712** (hereinafter called "the Occupier") is entitled to a right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety nine years** from the **First day of April Two Thousand Twenty Three** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

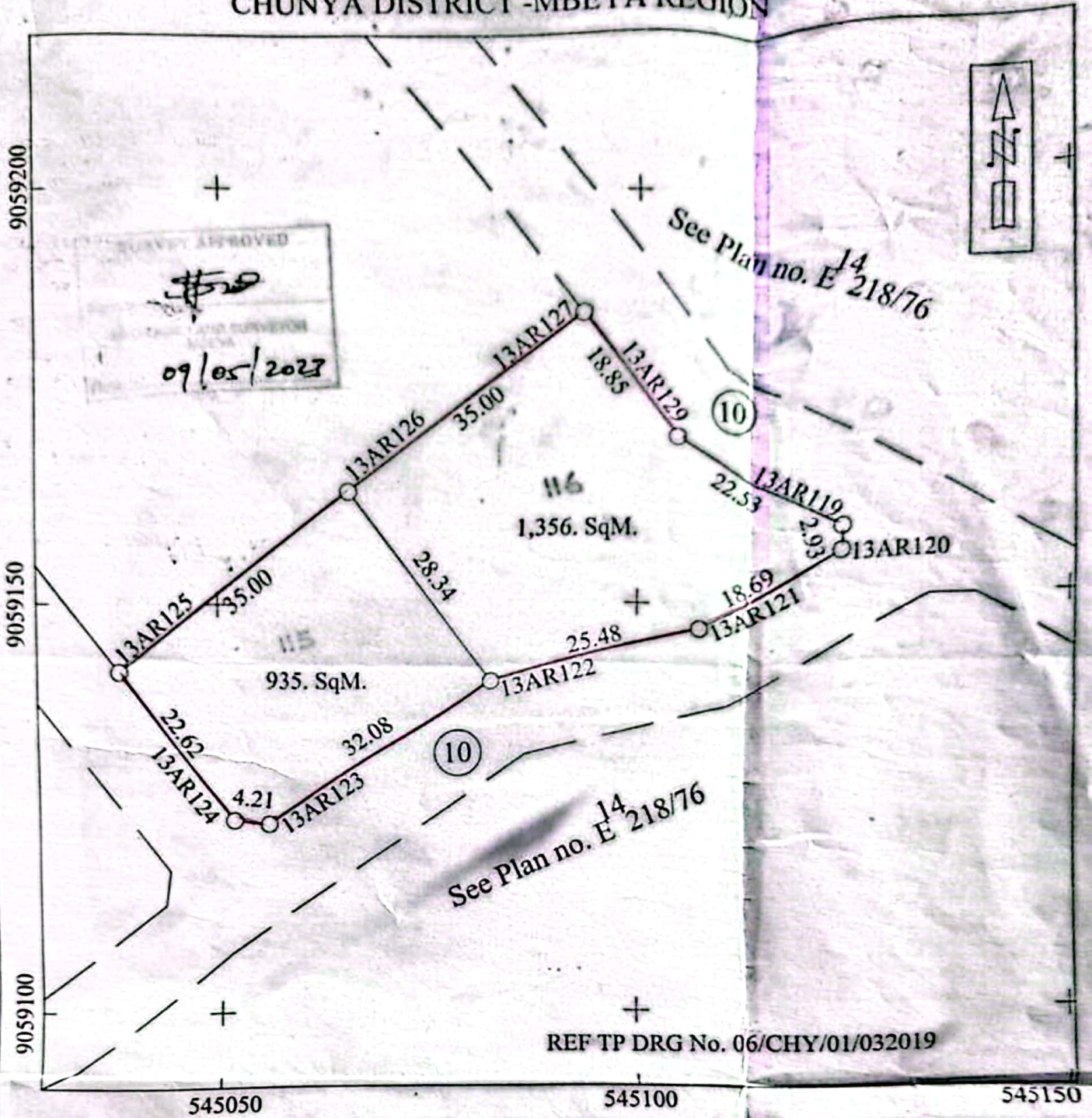
1. The Occupier having paid rent up to the thirtieth day of June **2023** shall thereafter pay rent of shillings **One hundred fourty four thousand three hundred thirty three (144,333/=)** only a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupiers expenses as assessed by the Director responsible for Surveys and mapping;

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- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective;
 - (iii) Maintain on the land buildings ("herein after called the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **Chunya District Council** (hereinafter called "the authority");
 - (iv) At all times during the term of the Right have on the land buildings as approved by the authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands.

The Occupier shall further;

- (a) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluence to the satisfaction of the Authority.
 - (b) Make and keep all the buildings on the land rat-proof and carry out such measures as the medical Officer of Health for the Authority may require for this purpose.
 - (c) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
 - (d) Fence the land with a good quality fencing. Car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.
 - (e) Plant not less than five trees
3. **USER:** The land and the existing buildings erected thereon shall be maintained and the same shall be used for **Light industry Purposes only**. Use Group 'N' Use Class (a) as defined in the Urban planning (Use Group and Use Classes) Regulations, 2018.
 4. The Occupiers shall not assign the right within three years of the date hereof without the prior approval of the Commissioner.
 5. The Occupiers shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
 6. The President may revoke the right for good cause or in public interest.

SURVEY OF PLOT No. 115-116 BLOCK "G" AT KIBAONNI AREA
CHUNYA DISTRICT - MBEYA REGION



SCALE 1:500

<p>COMP No. <u>E¹⁴ 218^H</u> M.P No. <u>244/11/1</u> S.T.D SHEET. <u>244/11</u> ACTION C.C. PLAN No. <u>E¹⁴ 218/122</u></p>	<p>AMENDMENTS MADE BY: 1. <u>Prof. LIWANTALA [Signature]</u> <u>08/05/2023</u> 2. 3. PHOTOSTAT COPIES SENT TO: 1. 2. 3.</p>	<p>Plan drawn by ; ALEXANDER SAULY I hereby certify that the survey represented by this plan was done in accordance to the survey regulations. DATE. <u>05 May 2023</u> <u>[Signature]</u> ABDALLAH MSENKA LAND SURVEYOR CHUNYA DISTRICT REGISTRED PLAN No. <u>17541</u></p>
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