

## LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into on this 3<sup>rd</sup> day of June, 2024, by and between:

1. Abdu Nuha Abdu (hereinafter referred to as the "Lessor"), residing in Tanzania, and
2. Pita Africa Co. Ltd. (hereinafter referred to as the "Lessee"), a company duly registered and operating in Tanzania.

### 1. Property Description

The Lessor agrees to lease to the Lessee a parcel of land located in Simanjiro Magadini Area, Tanzania (hereinafter referred to as the "Property").

### 2. Lease Term

The lease shall commence on the 3<sup>rd</sup> day of June, 2024, and shall remain in effect for a period of five (5) years, ending on the 2<sup>nd</sup> day of June, 2029, unless terminated earlier in accordance with this Agreement.

### 3. Rent

The Lessee agrees to pay the Lessor an annual rent of 1,000,000 Tanzanian Shillings (Tsh).

- Payments shall be made in full on or before the 12<sup>th</sup> day of June each year.

### 4. Use of Property

The Property shall be used exclusively for purposes related to the graphite project or as otherwise agreed upon in writing by both parties.

*Handwritten signature:*  
A.N.

## 5. Maintenance and Utilities

The Lessee shall be responsible for maintaining the Property in good condition during the lease term and shall bear all costs associated with utilities and services used on the Property.

## 6. Termination

Either party may terminate this Agreement before its expiry by providing three (3) months' written notice, subject to mutual agreement and settlement of any outstanding obligations.

## 7. Renewal

The Lessee shall have the option to renew this lease for an additional term, subject to mutual agreement and renegotiation of terms.

## 8. Governing Law


This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

## 9. Dispute Resolution

Any disputes arising under this Agreement shall be resolved amicably through negotiation. If unresolved, the matter shall be referred to arbitration in accordance with Tanzanian arbitration laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


Lessor

  
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Abdu Nuha Abdu



Lessee:



For and on behalf of Pita Africa Co. Ltd.



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