

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made on this 27th day of September, 2024

BETWEEN:

KISMA COPPER TZ LIMITED represented by ISHAN TIGUNAIT of P.O. BOX 1970, Dar es Salaam region, Kinondoni District, Mikochei Ward, Kilimanjaro Street, Plot number: 564, Block B, (hereinafter referred to as the "LESSEE")

AND

TRITON MINING LIMITED, the company duly registered in Tanzania, represented by ANIL KUMAR REDDY YERRAPAREDDY the holder of Work permit and Residence permit numbers WPA/63544/24 and RPOA0152172400 respectively. (hereinafter collectively referred to as the "LESSOR")

WHEREAS, **TRITON MINING LIMITED** is the lawful owner of the land located in Pwani region, Msata, in Kwang'andu village, having three and half acres (3.5 acres).

WHEREAS, the LESSOR desires to lease the aforementioned land to the LESSEE for the purpose of establishment of Facility for Copper Mineral Processing and Metal Production

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The term of this Lease Agreement shall be for a period of THREE (03) years, commencing on 27th September, 2024 and will be renewable upon agreement of the two parties.
 2. That the Rent for the land shall be Tanzanian Shillings **THIRTY-SIX MILLION (TZS 36,000,000/=)** for the entire period of Three (03) Years, which is equivalent to Tanzanian Shillings **TWELVE MILLION (TZS 12,000,000/=)** for each Year, and on a monthly basis, the rent is equivalent to Tanzanian Shillings **ONE MILLION (TZS 1,000,000)**.
- The Lessee and the Lessor have agreed that the mentioned rent above shall be payable monthly, which amounts to a total of Tanzanian Shillings **ONE MILLION (TZS 1,000,000/=)** only.
3. The leased land shall be used exclusively for the purpose of processing copper and graphite minerals and mineral production.
 4. The Lessee shall not lease the said premises to another person without the consent of the lessor.
 5. The Lessor shall have the right to enter and inspect the leased premises when necessary.
 6. The lessee shall be responsible for maintaining the premises in good condition, and any damages shall be repaired promptly at the expense of the lessor
 7. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. In the event of any dispute arising out of or in connection with this Agreement, or in the event that any party to this contract breaches or violates the terms of this contract, the Law will take its course.
 8. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. In the event of any dispute arising out of or in connection with this Agreement, or in the event that any party to this contract breaches or violates the terms of this contract, the Law will take its course.

9. Either party, the lessor or lessee, reserves the right to terminate this lease agreement with one month's written notice to the other party. Such notice shall be deemed effective upon receipt by the other party. In the event of termination, the terminating party shall remain responsible for fulfilling all obligations and payments due up to the effective termination date. The termination of this agreement shall not relieve either party of any liabilities accrued prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNED and DELIVERED by the said
KISMA COPPER TZ LIMITED who is
personally known to me or identified to me
by _____ the

Latter being known to be personally, in my
presence this 27th day of September, 2024.



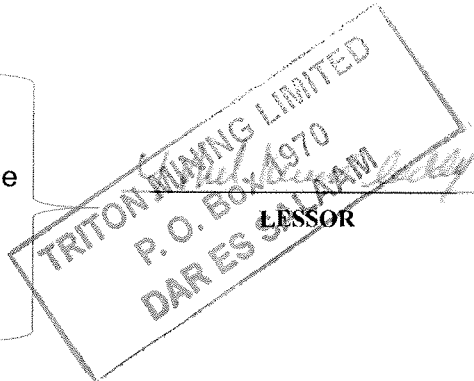
Before me;

Astida



SIGNED and DELIVERED by the said
TRITON MINING LIMITED
who is personally known to me or identified to me
by _____ the

Latter being known to be personally, in my
presence this 27th day of September, 2024.



Before me;

Astida

