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This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**Between**

- (1) **AZUL EAST & WEST TANZANIA LIMITED**, a private limited liability company incorporated in the United Republic of Tanzania with company number 156488674, whose registered office is at The Address, Ground Floor, 1 Bains Singh Avenue, Msasani Peninsula, P.O. Box 79651, Dar es Salaam, Tanzania (hereinafter referred to as “**AZUL**” which expression shall, where the context so requires, include AZUL’s successors in title and assigns); and
- (2) **ESHKESH SAFARI LIMITED**, a private limited liability company incorporated in the United Republic of Tanzania with company number 51992, whose registered office is at Arusha, Tanzania (hereinafter referred to as “**ESL**” which expression shall, where the context so requires, include ESL’s successors in title and permitted assigns),

(each of **AZUL** and **ESL** is hereinafter referred to as a **Party** and together the **Parties**).

**Recitals**

- (A) AZUL has been incorporated with its main objects being operating as a hunting company in Tanzania.
- (B) ESL carries on business as a duly licenced hunting company in Tanzania.
- (C) In March 2022, ESL was engaged by AZUL for the purpose of assisting and facilitating the bidding and acquisition of the Ngaserai Open Area Hunting Block. ESL, in exercise of its role as facilitator for AZUL placed a bid at an auction for a grant or a licence to operate a commercial tourist hunting business issued by the Tanzania Wildlife Management Authority in relation to the Ngaserai Open Area Hunting Block (as defined in the *Definitions and Interpretation* section below) for a term of ten (10) years commencing on 1 January 2023 (the **Hunting Block Grant**).
- (D) The bid was accepted and a confirmation issued by the Tanzania Wildlife Management Authority that ESL had placed the winning bid was issued to ESL together with an invoice setting out relevant payments to be made prior to the issuance to ESL of the Hunting Block Grant (as defined in the *Definitions and Interpretation* section below).
- (E) ESL acknowledges that it bid for the Hunting Block Grant for and on behalf of AZUL and will transfer the Hunting Block Grant to AZUL in accordance with the terms of this Agreement.
- (F) This Agreement sets out the terms and conditions in relation to the acquisition of the Hunting Block Grant, the subsequent transfer of the Hunting Block Grant to AZUL only.

**1 Definitions and interpretation**

In this Agreement (including its recitals and the Schedules, unless the context otherwise requires, the following terms shall have the meaning ascribed to them below:

**1.1 Definitions:**

- 1.1.1 **Advocates** means A&K Tanzania of The Address, Ground Floor, 1 Bains Singh Avenue, Msasani Peninsula, P.O. Box 79651 Dar-es-Salaam, Tanzania, acting on behalf of AZUL;

- 1.1.2 **Affiliate** means with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), Controls, is Controlled by, or is under common Control with, such Person, including any partner, member, shareholder or other equity holder of such Person or manager, director, officer or employee of such Person;
- 1.1.3 **Business Day** means a day, other than a Saturday, Sunday or public holiday in Tanzania and the United Arab Emirates, when banks are open for general banking business;
- 1.1.4 **Certificate of Ownership** has the meaning ascribed in Clause 4.1.3;
- 1.1.5 **Commencement Date** means 04 March 2022 (now passed), being the date on which ESL commenced its representation of AZUL in the auction process conducted by the Tanzania Wildlife Management Authority for the Hunting Block Grant;
- 1.1.6 **Completion** means the completion of the transfer of the Hunting Block Grant to AZUL;
- 1.1.7 **Completion Date** has the meaning ascribed in Clause 6.1;
- 1.1.8 **“Confidential Information”** means:
- (a) the existence and contents of this Agreement and any other agreement or arrangement contemplated by this Agreement;
  - (b) the negotiations relating to this Agreement or any document referred to in this Agreement; and
  - (c) information in whatsoever form (including in written form, visual form or electronic form or any magnetic or optical disk or memory wherever located) relating to the business, trade and affairs (including, without limitation, the customers, products, finances, debtors and creditors, suppliers, agents and management, pricing and pricing policy, annual budgets and business plans, strategies, tactics and timing, credit policies, procedures and systems, operating systems, software, research and development interests, and trade secrets) of each Party and all similar information;
- 1.1.9 **Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **Controls** and **Controlled** shall be construed accordingly;
- 1.1.10 **ESL Fee** has the meaning ascribed in sub-clause 5.1.1;
- 1.1.11 **Fees** means the charges set out in Schedule 1 and such other fees which may be payable in relation to the acquisition of the Hunting Block Grant and the Transfer of Grant;
- 1.1.12 **Governmental Authority** means any local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction;
- 1.1.13 **Government** means the Government of the United Republic of Tanzania;

- 1.1.14 **Hunting Block Fee** means USD 135,000.00 being the winning bid that was placed by ESL on behalf of AZUL during the auction for the Hunting Block Grant in respect of the Ngaserai Open Area Hunting Block and acknowledged as duly paid;
  - 1.1.15 **Hunting Block Grant** has the meaning ascribed to it in Recital (C);
  - 1.1.16 **Income Tax Act** means the Income Tax Act, 2004 of the United Republic of Tanzania;
  - 1.1.17 **Long-Stop Date** has the meaning ascribed in Clause 6.9;
  - 1.1.18 **Ngaserai Open Area Hunting Block** means Ngaserai Open Area, SQ KM 591 located in Arumeru and Siha District, Arusha – Kilimanjaro Region;
  - 1.1.19 **Tanzania** means the United Republic of Tanzania;
  - 1.1.20 **Transfer of Grant** means the transfer of the Hunting Block Grant from ESL to AZUL;
  - 1.1.21 **USD** means the United States Dollar, the lawful currency of the United States of America; and
  - 1.1.22 **VAT** means value added tax chargeable under the Income Tax Act.
- 1.2 **Interpretation:** In this Agreement (including the recitals and Schedules), unless the context otherwise requires:
- 1.2.1 **Person:** a person includes a natural person or individual, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality), bodies corporate, limited liability company or partnership, joint venture, trust, governmental authority or any agency or political subdivision thereof, or governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
  - 1.2.2 **Headings:** headings are for convenience only and shall not affect the interpretation of this Agreement;
  - 1.2.3 **Clauses and Schedules:** references to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;
  - 1.2.4 **Singular and plural:** Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular;
  - 1.2.5 **Gender:** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
  - 1.2.6 **Legislative references:** A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
  - 1.2.7 **Writing and written:** A reference to **writing** or **written** includes electronic mail;
  - 1.2.8 **Obligation not to allow things to be done:** Any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and

- 1.2.9 **"Including"**: Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2 Appointment

### 2.1 Appointment

2.1.1 AZUL confirmed that ESL has acted as its representative /facilitator to:

- (a) participate in an auction for the grant of a hunting license in respect of the Ngaserai Open Area Hunting Block which was held in March 2022 (now passed) and obtain the Hunting Block Grant for and on behalf of AZUL; and
- (b) engage and correspond with the relevant Governmental Authorities in respect of the acquisition of the Hunting Block Grant, the Transfer of Grant and the issuance of the Certificate of Ownership as AZUL may direct and based on the terms set out in this Agreement,

and ESL accepted the appointment on these terms.

2.1.2 Nothing in this Agreement or otherwise shall make ESL an employee or a representative of AZUL for any purpose other than as expressly set out in this Agreement.

### 2.2 Payment

Subject to the terms and conditions of this Agreement, ESL as the facilitator is engaged to corresponded with and settle payments with the relevant Governmental Authority and other third parties such Fees as AZUL is required to pay from time to time in relation to the acquisition of the Hunting Block Grant (in particular this includes the Hunting Block Fee payments already made to the Tanzania Wildlife Management Authority) and the fees to effect the transfer of the Hunting Block (in particular those set out in Schedule 1).

## 3 ESL's obligations

In consideration of the ESL Fee to be paid by AZUL to ESL, ESL undertakes and agrees at all times during the term of this Agreement, for the sole purpose of completing the transfer of the Hunting Block:

- 3.1 **Good faith:** To act towards AZUL conscientiously and in good faith and not to allow its interests to conflict with its obligations and the duties that it owes to AZUL under this Agreement.
- 3.2 **Limited authority to incur liabilities:** Except as authorised by AZUL, not to incur or act in a way which will result in any liabilities on behalf of AZUL nor to pledge the credit of AZUL whether in relation to the acquisition of the Hunting Block Grant or the Transfer of Grant or any other matter.
- 3.3 **Compliance with instructions:** To comply with all lawful instructions given by or on behalf of AZUL from time to time concerning the Hunting Block Grant and the Transfer of Grant, and generally to perform its obligations under this Agreement in the best interests of AZUL with all due care and diligence.
- 3.4 **Appropriate personnel:** To employ suitably qualified dedicated personnel to ensure the proper fulfilment of its obligations to AZUL under this Agreement, including without limitation attending

(on reasonable notice) meetings with AZUL to discuss the progress of the acquisition of the Hunting Block Grant, the Transfer of Grant and any other matter which AZUL considers appropriate.

- 3.5 **Report on ESL's activities:** To keep AZUL fully informed of ESL's activities and all matters that become known to ESL in relation to the acquisition of the Hunting Block Grant and the Transfer of Grant, and to provide AZUL with all relevant correspondence, updates or reports as soon as these are available.
- 3.6 **Documentation:** To provide AZUL with copies of all documents in ESL's possession or control in relation to the acquisition of the Hunting Block Grant and the Transfer of Grant.
- 3.7 **Assistance:** To provide to AZUL or its respective representatives or agents all such assistance required:
  - 3.7.1 to achieve Completion; and
  - 3.7.2 to obtain all relevant licences, permits and consents which are to be obtained or maintained by AZUL, as the transferee of the Hunting Block Grant, in order to legally operate a commercial hunting business in Tanzania.
- 3.8 **No authority to deal with disputes:** Not without prior reference to AZUL (and then only acting strictly on AZUL's express instructions) on behalf of AZUL to take part in any dispute, or commence or defend any court or other dispute proceedings or settle or attempt to settle or make any admission concerning any such proceedings.
- 3.9 **Indemnity:** ESL shall indemnify AZUL against:
  - 3.9.1 any liabilities imposed on AZUL as a result of ESL's breaching of any law which is from time to time in force in Tanzania; and
  - 3.9.2 any liabilities incurred by ESL on AZUL's behalf which are not authorised under or in accordance with this Agreement.

This Clause 3.9 shall survive the termination of this Agreement.

#### **4 ESL's confirmations and undertakings**

- 4.1 ESL confirms, agrees and undertakes that:
  - 4.1.1 it has acted as the representative/facilitator of AZUL, with respect to the bidding for, negotiation and acquisition of the Hunting Block Grant from the relevant Governmental Authority, and shall continue in facilitator role to the completion of the Transfer of the Hunting Block Grant;
  - 4.1.2 it shall immediately commence the process for the transfer of the Hunting Block Grant to AZUL and it shall take all actions required to maintain the validity of the Hunting Block Grant pending the completion of the Transfer of Grant to AZUL;
  - 4.1.3 it shall take all actions, and execute and deliver all documents required for the issuance of the Hunting Block Grant, the Transfer of Grant and the issuance of a certificate of ownership or equivalent document (**Certificate of Ownership**) to AZUL in relation to the Ngaserai Open Area Hunting Block;

- 4.1.4 as at the date of this Agreement, ESL has received from AZUL (or its Affiliate) a sum of United States Dollars one hundred and thirty-five thousand (USD 135,000) representing one hundred percent (100%) of the Hunting Block Fee and it has remitted this payment to the relevant Governmental Authority with the evidence of a payment receipt; and
  - 4.1.5 it shall act in accordance with the directions of AZUL and shall keep AZUL informed of all discussions and negotiations with the relevant Governmental Authority with respect to the acquisition of the Hunting Block Grant, the Transfer of Grant and the issuance of the Certificate of Ownership to AZUL.
- 4.2 ESL undertakes and agrees at all times during the term of this Agreement that:
- 4.2.1 **Payments:** All payments made to ESL by AZUL (or its Affiliate) to facilitate the acquisition of the Hunting Block Grant and the subsequent Transfer of Grant from ESL to AZUL shall be applied as directed by AZUL.
  - 4.2.2 **Limited authority:** ESL shall not, without AZUL's prior written consent, make or give any representations, warranties or other promises concerning the acquisition of the Hunting Block Grant or the Transfer of Grant.
- 4.3 ESL undertakes and agrees that notwithstanding any other provision of this Agreement, in no event shall ESL take any of the actions set out in Clause 3 or Clause 4 without the requisite written approval from AZUL.

## 5 **AZUL' obligations**

- 5.1 AZUL undertakes and agrees with ESL subject to the terms of this Agreement to promptly pay:
- 5.1.1 the sum of United States Dollars thirty-eight thousand nine hundred and forty (USD 38,940) (inclusive of VAT) being the agreed amount to be paid at Completion by AZUL to ESL in consideration of the representation and facilitation services g by ESL (**ESL Fee**);
  - 5.1.2 relevant Fees (as set out in Schedule 1 as these become due and are requested by ESL for the purpose of the acquisition of the Hunting Block Grant or the Transfer of Grant; and
  - 5.1.3 to act towards ESL conscientiously and in good faith to achieve a smooth process.

## 6 **Completion of Transfer of Grant**

- 6.1 Subject to AZUL meeting all the necessary permits and regulations from the relevant Governmental Authorities, ESL shall promptly transfer to AZUL the license for the Hunting Block Grant as soon as the license is issued to ESL and the relevant Governmental Authority approves the Transfer of Grant.
- 6.2 ESL shall promptly inform AZUL (and in any case within three (3) Business Days) from the date on which a new Hunting Block Grant is issued in the name of AZUL (**Completion Notice**).
- 6.3 Completion shall occur on the tenth (10<sup>th</sup>) Business Day from the date of issuance of the Completion Notice (the **Completion Date**) or such other date as the parties may agree in writing at the offices of the Advocates or such other place as the Parties may agree in writing.
- 6.4 At Completion, ESL shall deliver to AZUL (or its representatives) all of the following:

- 6.4.1 the original license for the Hunting Block Grant issued in the name of AZUL;
  - 6.4.2 originals and copies (if appropriate) of all documents relating to the auction for, and issuance of, the Hunting Block Grant including letters, invoices, payment receipts and other relevant documents;
  - 6.4.3 the Certificate of Ownership in respect of the Ngaserai Open Area Hunting Block duly issued in the name of AZUL; and
  - 6.4.4 all such other documents as may be legitimately and reasonably required to pass to AZUL good title to the Hunting Block Grant and to enable AZUL to become the legal and beneficial owner of the Hunting Block Grant.
- 6.5 At Completion, ESL shall co-operate with AZUL as to ensure an orderly handover of any and all licences, consents, permits relating to the Hunting Block Grant which are in the possession of ESL.
- 6.6 ESL undertakes to indemnify AZUL against any losses which AZUL may incur or suffer as a result of any document delivered to it by ESL pursuant to this Section 6 being unauthorised, invalid or for any other reason ineffective for its purpose.
- 6.7 AZUL shall be responsible for stamp duties (if any) or transfer fees payable for the Transfer of Grant. Each Party shall bear its own costs for any income tax due to the Government by that Party arising from the Transfer of Grant.
- 6.8 If the provisions of Clause 6.4 are not complied with in any respect on Completion, AZUL may (at its sole discretion):
- 6.8.1 waive, in writing, all or any of the requirements contained in Clause 6.4;
  - 6.8.2 defer Completion to a date not more than seven (7) Business Days after the date scheduled for Completion (in which case the provisions of this Clause 6.8 shall apply to Completion so deferred); and
  - 6.8.3 proceed to Completion so far as practicable (without prejudice to its rights under this Agreement) on the basis that any provision of Clause 6.4 which may not have been fully complied with at Completion shall be held over to such future date or dates as AZUL may specify.
- 6.9 Both parties shall use their best endeavours to procure that Completion occurs no later than 31st March 2023 or such later date as may be agreed between ESL and AZUL (**Long-Stop Date**).

## **7 Fees, payments and records**

- 7.1 ESL shall provide to AZUL at least ten (10) Business Days' prior notice of any Fee which becomes due and payable under this Agreement. In this regard, ESL shall prepare and send to AZUL an invoice setting out the amount due and relevant details of the corporate bank account of ESL into which AZUL is to pay the invoiced amount.
- 7.2 Save for the ESL Fee, all amounts payable under this Agreement are exclusive of VAT, which shall be added to the sum in question. A VAT invoice shall be provided by ESL for such payments.
- 7.3 Unless otherwise agreed by the Parties, the Fees shall be paid to ESL in United States Dollars.

- 7.4 ESL shall keep proper accounts and records, vouchers, invoices and receipts which are relevant to all payments paid in relation to this Agreement and shall permit representatives of AZUL at all reasonable times to inspect all such accounts and records and to take copies thereof.

## **8 Duration and termination**

- 8.1 This Agreement shall take effect from the Commencement Date and shall continue in full force unless terminated in accordance with Clause 8.2.
- 8.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving one (1) months' written notice to the other party if:
- 8.2.1 either party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) Business Days after being notified in writing to do so;
  - 8.2.2 either party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 8.2.3 either party takes any step or action in connection with it being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business; and
  - 8.2.4 either party fails to discharge its compliance obligations in this Agreement.

## **9 Consequences of termination**

- 9.1 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 9.2 On termination of this Agreement:
- 9.2.1 ESL shall cease to act for and on behalf of AZUL in respect of the Hunting Block Grant;
  - 9.2.2 ESL shall immediately cease to describe itself as the representative of AZUL;
  - 9.2.3 ESL shall at its own expense within ten (10) days return to AZUL all payments, information, documents, receipts, records or other materials relating to the Hunting Block Grant or the Transfer of Grant which are then in the possession of ESL, or otherwise dispose of the same as AZUL may instruct; and
  - 9.2.4 ESL shall within ten (10) Business Days return to AZUL, as appropriate, all amounts paid by AZUL to ESL in relation to the Hunting Block Grant or the Transfer of Grant.
  - 9.2.5 AZUL shall indemnify ESL of actual expenses incurred directly due to the acquisition of the Ngaserai Open Area Hunting Block.
- 9.3 On termination of this Agreement, the following clauses shall continue in force:
- 9.3.1 Clause 3.9;
  - 9.3.2 Clause 12;

- 9.3.3 Clause 13.2
- 9.3.4 Clause 13.9; and
- 9.3.5 Clause 8.

## **10 Compliance with laws and policies**

- 10.1 Both parties shall at their own expense comply with:
  - 10.1.1 all laws, regulations and policies which are applicable to its activities and obligations as set out in this Agreement; and
  - 10.1.2 any conditions binding on it pursuant to any applicable licence, registrations, permits and approval which it obtains in relation to its obligations under this Agreement.

## **11 Warranties**

- 11.1 Each Party warrants that it:
  - 11.1.1 is a private company duly incorporated and validly existing under the laws of its place of incorporation; and
  - 11.1.2 has full power, authority and capacity to execute and deliver this Agreement and to perform the obligations to be assumed by it under this Agreement.
- 11.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

## **12 Limitation of liability**

- 12.1 **Unlimited liability.** Nothing in this Agreement shall limit or exclude the liability of the Parties for:
  - 12.1.1 fraud or fraudulent misrepresentation.
  - 12.1.2 the indemnities contained in Clause 3.9.
  - 12.1.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 12.2 **Limitations of liability.** Subject to Clause 12.1 above:
  - 12.2.1 no Party shall under any circumstance whatever be liable to the other Parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
    - (a) any loss of profit, sales, revenue, or business; or
    - (b) any arising out of the lawful termination of this Agreement.

## **13 General**

- 13.1 **Assignment and other dealings**

13.1.1 ESL shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without AZULs' prior written consent.

13.1.2 AZUL may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of their rights or obligations under this Agreement.

### 13.2 Confidentiality

13.2.1 Each Party undertakes that it shall not at any time and for a period of two (2) years after termination of this Agreement disclose to any Person any Confidential Information concerning any other Party, except as permitted by sub-clause 13.2.2.

13.2.2 Each Party may disclose another Party's Confidential Information:

(a) to directors, advisers, employees or subcontractors who need to know such information for the purpose of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its directors, advisers, employees or subcontractors to whom it discloses any other Party's Confidential Information comply with this sub-clause 13.2.2; and

(b) as may be required by law, a court of competent jurisdiction or any Governmental Authority.

13.2.3 No Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

13.3 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.4 **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

13.5 **Mutual Cooperation:** the parties undertake to cooperate with each other in good faith and arrange to expeditiously make all filings and applications for consents or approvals required to satisfy the Completion of the Transfer of Grant.

13.6 **Waiver:** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

### 13.8 Notices

13.8.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day service at its registered office or its principal place of business (in any other case); or
- (b) sent my email,  
to the address provided in sub-clause 13.8.3.

13.8.2 A notice or other communication shall be deemed to have been received:

- (a) if delivered personally, when left at the address referred to in sub-clause 13.8.3;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- (d) if sent by email, one (1) Business Day after transmission provided that this paragraph (d) shall not apply to the service of any proceedings or other documents in any legal action.

13.8.3 The address of each of the Parties is as set out below:

Name of Party	Address	Email Address	Marked for the attention of:
AZUL East & West Tanzania Limited	The Address, Ground Floor, 1 Bains Singh Avenue, Msasani Peninsula, P.O. Box 79651, Dar es Salaam, Tanzania	<a href="mailto:w.jaafar@dasholding.ae">w.jaafar@dasholding.ae</a> <a href="mailto:awad.binrais@gmail.com">awad.binrais@gmail.com</a>	Mr. Walid Jaafar  Mr. Awad Mubarak
Eshkesh Safari Limited	Plot No. 137/1, Off Nelson Mandela Road, Kijenge South P.O Box 10305 Arusha, Tanzania	<a href="mailto:Mareinahdi333@hotmail.com">Mareinahdi333@hotmail.com</a>	Mr. Marei Nahdi

13.9 **Counterparts:** This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

13.10 **Governing law:** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Tanzania.

13.11 **Jurisdiction:** Each Party irrevocably agrees that the courts of Tanzania shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

*[Signature page follows after the Schedule]*

### Schedule 1 Indicative Fees

#### 1 Fees

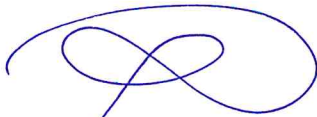
- 1.1 An indication of the Fees that AZUL shall pay to ESL in relation to the acquisition of the Hunting Block Grant and the Transfer of Grant together with the Fees AZUL is responsible for after the Transfer of Grant are as follows:

PAYMENT PARTICULARS (including details of Person payable)	AMOUNT	Date Due
<b>Annual Government Fees (paid to the relevant Governmental Authority)</b>		
Fees Payable through ESL Before Transfer of Grant		
1. Annual Block Fee	USD 135,000	25% paid on 25 May 2022 75% paid on 21 November 2022
2. TALA Licence Fee	USD 5,000	
3. Business Licence Fee	USD 3,000	
4. Trophy Dealers Licence	USD 100	
5. Business Registration and Licensing Agency fee	USD 300	
Fees Payable After Transfer of Grant		
6. Community Fee	USD 5,000	
7. District Council Service Levy	USD 1,000	
8. Trophy fees/Game fees	USD 200,000 (estimated) or such lesser amount to be computed based on the number of hunting safaris which a company sells in a year	
9. TAHOA membership fee	USD 1,000	
<b>One off Government Fee (paid to the relevant Governmental Authority)</b>		
10. TAWA Transfer Application Fee	USD 1,000	
11. Block Transfer fee	[20% of Annual Block Fee] OR [USD 50,000]	

IN WITNESS WHEREOF this Agreement has been executed and delivered on the date first stated above.

**AZUL EAST & WEST TANZANIA LIMITED**

Signed and Sealed with the common seal ]  
of AZUL EAST & WEST TANZANIA ]  
LIMITED ]



Signature: ]

Name: MUSALLAM SALEMI HASAN ]  
ALAMERI ]

Address: ]

Date: ]

Director ]



Signature: ]

Name: ADILI CORPORATE SERVICES TANZANIA LTD ]

Address: P.O. BOX 79651, DAR ES SALAAM ]

Date: ]


Director / Company Secretary ]



.....  
Company Seal

**ESHKESH SAFARI LIMITED**

**Signed and Sealed with the common  
seal of ESHKESH SAFARI LIMITED**

  
\_\_\_\_\_  
Signature:

Name: *BADER MAREI NAHDI*  
Address: *10305 ARUSHA*  
Date:  
**Director**

  
\_\_\_\_\_  
Signature:

Name: *MUBARAK A. ATIK*  
Address: *P.O. Box 10305, ARUSHA*  
Date:  
**Director / Company Secretary**

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Company Seal