

**PARTNERSHIP AGREEMENT ON INVESTMENTS AND FINANCIAL
CO-OPERATION PAY ORDER**

VIA SWIFT.COM MT103 CASH WIRE TRANSFER

This Partnership agreement or financial co-operation pay order via SWIFT.COM MT103 CASH WIRE TRANSFER (hereinafter referred to as the Agreement) with the total volume of investments at **€ 1,049,353,000.00 (ONE BILION, FORTY-NINE MILION, THREE HUNDRED FIFTY-TREE THOUSAND EUROS)** is entered on this date of **NOVEMBER 04, 2025** by and between the following parties:

PARTY A- THE PROVIDER/PRINCIPAL/SELLER/APPLICANT

COMPANY NAME:	HDH-NORD-BAU GMBH
COMPANY ADDRESS:	Am Kaiserkaai 69, 20457 Hamburg, DEUTSCHLAND
REGISTRATION NUMBER:	HRB 179290
REPRESENTED BY:	MR. ILJA DIDUR
PASSPORT NUMBER:	C1TPW5F6G
PASSPORT ISSUE DATE:	11.01.2018
PASSPORT EXPIRY DATE:	10.01.2028
ISSUED PLACE:	GERMANY
BANK NAME:	DEUTSCHE BANK AG
BANK ADDRESS:	ALTE HOLSTENSTRASSE 59, 21029 HAMBURG
ACCOUNT NAME:	HDH-NORD-BAU GMBH
BANK SWIFT CODE:	DEUTDEHHXXX
ACCOUNT NUMBER:	DE58 2007 0000 0582 5054 00

HEREINAFTER REFERRED TO AS THE "PROVIDER" AND/OR "PARTY A"

AND

PARTY B - THE RECEIVING PRINCIPAL

COMPANY NAME:	PERIBO Limited
COMPANY ADDRESS:	Bamaga Bus Stop, Mwenge, Kinondoni, Dar es Salaam, Tanzania
COMPANY REG. №:	190041271
REPRESENTED BY:	Sulaiman Faki Juma
PASSPORT №:	TAE252798
PASSPORT OF ISSUE DATE:	31 Dec 2019
PASSPORT EXPIRY DATE:	30 Dec 2029
PLACE OF ISSUING:	TANZANIA
BANK NAME:	NMB Bank Plc - Mlimani City - Branch code: 225
BANK ADDRESS:	Ohio/Ali Hassan Mwinyi Road, P. O. Box 9213, Dar es Salaam, Tanzania.
SWIFT CODE:	NMIBTZTZ
ACCOUNT NAME:	PERIBO Limited
IBAN (EURO) :	22510129283

HEREINAFTER REFERRED TO AS THE "RECEIVER" AND/OR "PARTY B"

PARTY-A:

HDH-Nord-Bau GmbH
Am Kaiserkaai 69, 20457
Hamburg

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PARTY-B:



Both together and individually hereinafter referred to as the "Parties" and "Party", conclude an agreement of such content, hereinafter referred to as the "Agreement":

WHEREAS:

Whereas the Parties hereto are desirous of entering into this Agreement for the purpose of developing own investment projects contemplated herein for the mutual benefit only and not for other purposes whatsoever.

Whereas both Parties hereto warrant that the currencies to be transacted, for making the investments, are all good, clean and cleared funds of noncriminal origin, without any traces of illegality or unlawfulness whatsoever.

Whereas each Party hereto declare that it is legally empowered, fully authorized to execute and accept this agreement, as well as agrees to be bound by its terms and conditions under the penalty and other consequences.

Whereas Investor through its fiduciary bank, where the final agreements will be lodged in and assigned to, confirms and warrants that it has the financial capacity of euro funds and euro funds to transact under this Agreement.

Whereas the Parties hereto with full corporate responsibility, under the penalty of perjury, declare that they will upon the execution of this Agreement complete the transaction contemplated herein, except on circumstances of force majeure and government sanctions, if such appear. The parties hereto shall not be liable for any failure to perform under the "force majeure" provisions of the ICC, Paris.

Whereas both Parties herein agree that each Party has the full right to use and choose whatever company more suitable to carry out this assignment, to successfully complete the present transaction.

1. SUBJECT OF AGREEMENT:

1.1. In accordance with the provisions of this Agreement and general principles and regulations of the management of the financial resources the Investor instructs, and the "Developer" undertakes to manage investment plans accepted by parties and invested by Investor by this Agreement.

1.2. The Investor's financial resources made available to the "Developer" hereinafter referred to as the "Investments".

1.3. According to the laws of Tanzania and for execution of the Law of Tanzania about the regime of foreign international investing for two parties, the subject of this Agreement is a joint investment activity of the Partners, which is not connected with creation of new legal entities, on the following directions: investments in commercial sphere, social, innovative projects etc.

1.3.1. The High Contracting "Parties", in order to strengthen bilateral friendly international relations are intended to cooperate in the following make own projects at the expense of own funds and financial opportunities as well as attracting involving partners. Promoting involvement in the real economy, and private regional priority investment projects; Promoting a balanced and sustainable growing system of financial support for projects and programs in priority areas;



1.3.2. Minimizing investment and commercial risks involved in the implementation of projects. And also, can carry out reinvestment in the objects of the primary investment and other objects of investment and reinvestment.

1.4. Investor makes their material investments as reinvestment referring € **1,049,353,000.00 (ONE BILION, FORTY-NINE MILION, THREE HUNDRED FIFTY-TREE THOUSAND EUROS)** IN AGREED TRANCHES with Rolls and Extensions R&E.

2. JOINT ACTIVITIES OF THE PARTIES:

2.1. We, the undersigned Parties, hereby with full legal and corporate responsibility, under penalty of perjury, confirm that Investor is ready, willing, and able the investments, and the Developer is ready to receive the investments and to make at the mutually agreed terms and conditions hereof.

2.2. For realization of the investment programs the Parties bring the foreign investment in convertible currency during validity hereof according to the schedule fixed by the Parties, agreed currency amounts and tranches which are reflected in additional agreements hereto.

2.3. The Parties can extend kinds and spheres of investment activity and if necessary, make the Additional agreements.

2.4. Addendum and changes may be brought to this Agreement by mutual agreement of the Parties, which are to be formed by separate protocols, which, after the signing of "Parties", are considered as integral part hereof.

3. RIGHTS AND DUTIES OF THE PARTNERS:

3.1. Party-A and Party-B for the purposes of fulfillment hereof: Page 2 of 11

3.1.1. Develop investment activity for its economic and technical projects.

3.1.2. Conclude contracts, agreements, and other agreements necessary for realization of their investment programs.

3.1.3. Acquire export-import quotas and licenses for export and import of commodities and products.

3.1.4. Provide each other with all necessary legal, financial and other documents, related to the fulfillment hereof.

3.1.5. Invest money in their own projects during validity hereof according to their current legislation.

3.1.6. Carry out economic activity to fulfill own investment programs, make debt liquidation on all kinds of expenses, payment of commodities and services, transfers facilities for payment of salaries and other types of rewards, cover all kinds of charges.

3.1.7. Attract other legal entities and individuals for the fulfillment of their investment programs under the present Agreement at their sole decision.

3.1.8. Are to provide each other with necessary assistance.

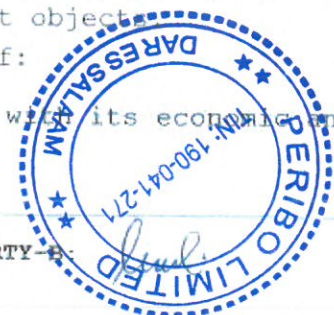
3.1.9. Are to follow and observe the terms and conditions hereof.

3.1.10. Are obligated to keep in a secret all business, technical and commercial information related to implementation hereof.

3.1.11. Can invest additional investments during the validity period of the investment projects and other investment and reinvestment objects.

3.2. The Party A for the purposes of fulfillment hereof:

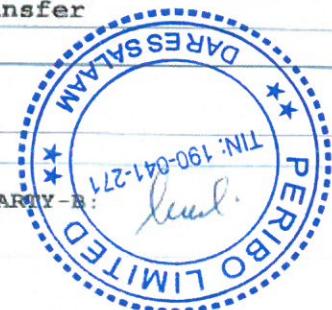
3.2.1. Develop the directions of own investment activity with its economic and technical ground.



- 3.2.2. Concludes contracts, agreements, and other agreements necessary for realization of its investment programs.
- 3.2.3. Acquires export-import quotas and licenses for export and import of commodities and products.
- 3.2.4. Provides Party B with all necessary legal, financial and other documents, related to the fulfillment hereof.
- 3.2.5. Can invest money during validity of this Agreement according to the current legislation.
- 3.2.6. Carries out economic activity to fulfill own investment programs, makes debt liquidation on all kinds of expenses, payment of commodities and services, got by each of the Parties, transfers facilities for payment of salaries and other types of rewards, finance all kinds of charges.
- 3.2.7. Attracts other legal entities and individuals for realization of the investment programs under the present Agreement.
- 3.2.8. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.
- 3.3. The Party B for the purposes of fulfillment hereof:
- 3.3.1. Develops the directions of own investment activity with its economic and technical ground.
- 3.3.2. Concludes contracts, agreements, and other agreements necessary for realization of its investment programs.
- 3.3.3. Acquires export-import quotas and licenses for export and import of commodities and products.
- 3.3.4. Provides Party A with all necessary legal, financial and other documents, related to the fulfillment hereof.
- 3.3.5. Can invest money during validity of this Agreement according to the current legislation.
- 3.3.6. Carries out economic activity to fulfill own investment programs, makes debt liquidation on all kinds of expenses, payment of commodities and services, got by each of the Parties, transfers facilities for payment of salaries and other types of rewards, finance all kinds of charges.
- 3.3.7. Attracts other legal entities and individuals for realization of the investment programs under the present Agreement.
- 3.3.8. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.

4. TOTAL VOLUME OF INVESTMENTS. ORDER OF FINANCING: DESCRIPTION OF TRANSACTION:

Sender's Instrument:	SWIFT.COM Transfer MT-103 Cash Wire Transfer
Total Face Value:	€ 1,049,353,000.00 (ONE BILLION, FORTY-NINE MILION, THREE HUNDRED FIFTY-TREE THOUSAND EUROS)
First Tranche :	€ 49,353,000.00 (FORTY-NINE MILION, THREE HUNDRED FIFTY-TREE THOUSAND EUROS)
Subsequent Tranches:	€ 1,000,000,000.00 (ONE BILLION EUROS)
Remittance by:	VIA SWIFT.COM MT-103 CASH Transfer
Payment by:	
Special remarks:	



Now therefore in consideration as herein set out and in consideration of the understanding, as well as of here good valuables purposes, the adequacy and receipt of which is hereby acknowledge by Parties as follows: Party-A ready to start project financing in the volume and follows the sequence: The Party A provides Party B with funding necessary for implementation development projects through their own euro currency funds.

PROCEDURES:

1. Party-A & Party-B both sign & execute the Joint Venture Investment Agreement.
2. This Investment Agreement, which thereby automatically becomes a full commercial recourse contract.
3. The Parties will lodge a copy of this executed Agreement into their respective banks for the compliance, if necessary.
4. Sender will then transfer the CASH via SWIFT MT-103 CASH TRANSFER to the Receiving Bank Accountant provides a Copy of the TRANSACTION SLIP, SWIFT MT-103 CASH TRANSFER AND DISBURSEMENT INSTRUCTIONS SWIFT MT-103 CASH TRANSFER to Receiver via e-mail for their reference and records.
5. Receivers bank will verify, authenticate & confirm the receipt of the cash funds within 1 banking days and then make the necessary disbursements via Swift GPI MT-103 CASH TRANSFER as per Payment Contract

NON-SOLICITATION

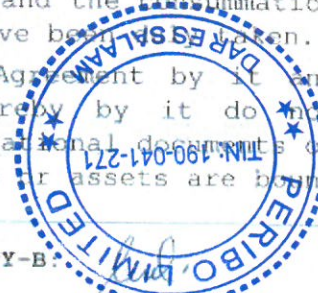
Receiver hereby confirms and declares that its associates or representatives, or any other person(s) on its behalf, has/have never been solicited by any party, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this future transaction. Any delay in or failure of performance by either party of their respective obligations under this Agreement shall constitute a breach hereunder and will give rise to claims for damages if, and to the extent that such delay(s) or failure(s) in performance is(are) not caused by event(s) or circumstance beyond the control of such party in default.

The term Beyond the Control of Such Party include Act of War, Rebellion, Fire, Flood, Earthquake or other natural disasters, and any other cause not within the control of such nonperforming party, or which the nonperforming party by exercise of reasonable diligence is unable to foresee or prevent or remedy.

REPRESENTATIONS AND WARRANTIES

Representations.

- (a) Organization. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of this transaction.
- (b) Enforceability. This Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.
- (c) Consents and Authority. No consents or approvals are required from any of the governmental authority or other person for it to enter into this Agreement. All actions on the part of such acting party necessary for the authorization, execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby by such party, have been taken.
- (d) No Conflict. The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound.



or any law, rule, regulation, order or decree to which it or its properties or assets are subject.

(e) Receiver. It has been afforded the opportunity to seek and rely upon the advice of its own attorney, accountant or other professional advisor in connection with the execution of this Agreement. Both Parties shall do so in respect of each other and under this Agreement written conditions.

MISCELLANEOUS

a) Notice(s). The two authorized signatories will execute any modifications, amendments, and addendums or follow on contracts respectively. When signed and referenced to this Agreement, whether received by mail or facsimile transmission as all and any facsimile or photocopies certified as true copies of the originals by both Parties hereto shall be considered as an original, both legally binding and enforceable for the term of this Agreement.

(b) Specific Performance; Other Rights. The Parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the Parties shall in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific performance.

(c) Prior Agreements; Construction; Entire Agreement. This Agreement, including the Exhibits and other documents referred to herein (which form a part hereof), constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between them as to such subject matter and all such prior agreements and understandings are merged herein and shall not survive the execution and delivery hereof. In the event of any conflict between the provisions of this Agreement and those of any Joint Ventures Agreement, the provisions of the applicable Joint Venture Agreement shall control.

(d) Amendments. This Agreement may not be amended, altered or modified except (i) upon the unanimous by instrument in writing and signed by each of the Investor and Asset Manager. (e) Severability. If any provision of this Agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.

(f) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by and delivered to each of the Parties.

(g) Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Paris. The Parties consent to the exclusive jurisdiction of the Paris shall be preceded with the according to the principal of the ICC, with any civil action concerning any controversy, dispute or claim arising out of or relating to this Agreement, or any other agreement contemplated by, or otherwise with respect to this Agreement or the breach hereof, unless such court would not have subject matter jurisdiction thereof, in which event the Parties consent to the jurisdiction of the ICC as above indicated. The Parties hereby waive and agree not to assert



in any litigation concerning this Agreement the doctrine of forum non-convenient.

(h) Waiver of Jury Trial. The Parties Hereto Hereby Irrevocably and Unconditionally Waive Trial by Jury in Any Legal Action or Proceeding Relating to This Agreement and for Any Counterclaim Therein.

(i) No Rights of Third Parties. This Agreement is made solely and specifically between and for the benefit of the Parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and (ii) no other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

(j) Survival. The covenants contained in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

(k) Headings. Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.

(l) No Broker. Each of Investor and Asset Manager represent and warrant that it has not dealt with any broker in connection with this Agreement and agrees to indemnify, defend and hold harmless each other party hereto and its Affiliates from all claims and/or damages as a result of this representation and warranty being false.

(m) Currency. Any exchange of funds between Sender and Receiver shall be made in the same currency in which the Sender transferred the investment fund. In addition, all calculations pursuant to this Agreement and any Joint Venture Agreement shall be based on ICC regulations in Paris.

ARBITRATION

(a) All disputes and questions whatsoever which arises between the Parties to this Agreement and touching on this Agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this Agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC, Paris, France.

(b) Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual Agreement as far as possible amicably. In the event that adjudication is required local legal process shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which all Parties shall consider to be final and binding. No State court of any nation shall have subject matter jurisdiction over matters arising under this Agreement.

(c) This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the Parties may alter, amend, nor modify this Agreement, except by an instrument in writing signed by both Parties.

(d) This Agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to



bring any legal actions against the other in order to enforce any of the terms of this Agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

(e) All Communications will take place on the account to account only. No exceptions, e-mail, attachments of this document, when duly executed are to be considered originals and binding documents.

(f) This Agreement once executed by both Parties will become effective as of the date first written above. Any official notice(s) exchanged by the Parties hereto, shall be sent to the first mentioned address(s) herein or as may be attached by addenda hereto. A facsimile or electronically transferred copy of this Agreement, duly signed by both Parties, shall be deemed original.

SIGNED FOR AND ON BEHALF OF PARTY A - THE PROVIDER PRINCIPAL

Signature & Seal

Ilja Didur

HDH-Nord-Bau GmbH
 Am Kaiser Kai 69, 20457
 Hamburg

COMPANY NAME:	HDH-NORD-BAU GMBH
REPRESENTED BY:	MR. ILJA DIDUR
COMPANY REG. №:	HRB 179290
PASSPORT NUMBER:	C1TPW5F6G
DATE OF ISSUE:	11.01.2018
DATE OF EXPIRY:	10.01.2028
COUNTRY OF ISSUE:	GERMANY

READ & ACKNOWLEDGED BY THE FIDUCIARY RECEIVER:

SIGNED FOR AND ON BEHALF OF PARTY B - THE FINAL BENEFICIARY RECEIVER PRINCIPAL:

Signature & Seal

COMPANY NAME:	PERIBO Limited
REPRESENTED BY:	Sulaiman Faki Juma
COMPANY REG. №:	190041271



PASSPORT NUMBER:	TAE252798
DATE OF ISSUE:	31 Dec 2019
DATE OF EXPIRY:	30 Dec 2029
COUNTRY OF ISSUE:	Tanzanian



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EDT. (ELECTRONIC DOCUMENT TRANSMISSIONS).

EDT'S SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS CONTRACT. AS APPLICABLE, THIS AGREEMENT SHALL:
 INCORPORATE U.S. PUBLIC LAW 106-229, 'ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT' OR SUCH OTHER APPLICABLE LAW CONFORMING TO THE UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001) AND ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT).

EDT DOCUMENTS SHALL BE SUBJECT TO EUROPEAN COMMUNITY DIRECTIVE NO. 95/46/EEC, AS APPLICABLE. EITHER PARTY MAY REQUEST HARD COPY OF ANY DOCUMENT THAT HAS BEEN PREVIOUSLY TRANSMITTED BY ELECTRONIC MEANS PROVIDED HOWEVER, THAT ANY SUCH REQUEST SHALL IN NO MANNER DELAY THE PARTIES FROM PERFORMING THEIR RESPECTIVE OBLIGATIONS AND DUTIES UNDER EDT INSTRUMENTS.

PRINCIPAL'S PASSPORT COPY:



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PRINCIPAL'S CERTIFICATE OF INCORPORATION

(COMMERCIAL LICENSE) :

PARTY-A:

HDH-Nord-Rau GmbH
 Am Kanterka 69, 20457
 Hamburg

PARTY-B:



Handelsregister B des Amtsgerichts Hamburg	Abteilung B Wiedergabe des aktuellen Registerinhalts Abruf vom 02.09.2024 16:39	Nummer der Firma: HRB 179290
	Seite 1 von 2	

1. Anzahl der bisherigen Eintragungen:

2

2. a) Firma:

HDH-Nord-Bau GmbH

b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen:

Hamburg
Geschäftsanschrift: Am Kaiserkai 69, 20457 Hamburg

c) Gegenstand des Unternehmens:

Gegenstand der im vereinfachten Verfahren gemäß § 2 Abs. 1a GmbHG errichteten Gesellschaft mit beschränkter Haftung ist die Vermittlung von Bauleistungen, sowie die Erbringung von erlaubnisfreien Bauleistungen in den Bereichen Trocken und Akustikbau, Wärmedämmung, Abbruch/Demontage einschließlich Abtransport, Sanierung, Fassaden und Klinker arbeiten, Estrichlegung, Bodenlegung und der Einbau von genormten Baufertigteilen.

3. Grund- oder Stammkapital:

25.000,00 EUR

4. a) Allgemeine Vertretungsregelung:

Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch die Geschäftsführer gemeinsam vertreten.

b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis:

Vertretungsberechtigt gemäß allgemeiner Vertretungsregelung; mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.
Geschäftsführer: Didur, Ilya, Hamburg, *26.02.1993

5. Prokura:

6. a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag:

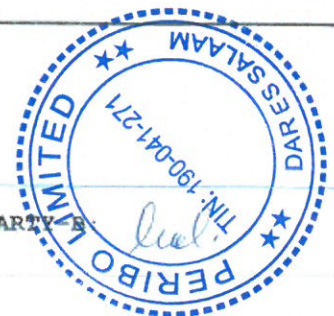
Gesellschaft mit beschränkter Haftung
Gesellschaftsvertrag vom 30.01.2023
Zuletzt geändert durch Beschluss vom 15.01.2024

b) Sonstige Rechtsverhältnisse:





Handelsregister B des Amtsgerichts Hamburg	Abteilung B Wiedergabe des aktuellen Registerinhalts Abruf vom 02.09.2024 16:39	Nummer der Firma: HRB 179290
	Seite 2 von 2	

7. a) Tag der letzten Eintragung:
19.01.2024



RECEIVER'S CERTIFICATE OF INCORPORATION:

	TANZANIA	C.I  <small>BUSINESS REGISTRATIONS AND LICENSING AGENCY</small>
Certificate of Incorporation of a Company Section 15 No: 190041271 I HEREBY CERTIFY THAT PERIBO LIMITED is this day incorporated under the Companies Act, 2002 and that the Company is Limited. GIVEN under my hand at Dar es Salaam this 12 th day of OCTOBER TWO THOUSAND AND TWENTY FIVE.		
	 PRINC ASST. REGISTRAR OF COMPANIES	

