

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS
THE MINING COMMISSION

MINING LICENCE

WHEREAS, M/S Songwe Helium Limited of P.O. Box 23197, Dar es salaam, Tanzania a joint venture company between the Government of United Republic of Tanzania and Helium One Global Limited {Helium One (Njozi) Limited and Helium One (Gogota) Limited} who was in possession of Prospecting Licences No. PL 10712/2015, PL 10713/2015 and PL 10727/2015 has undertaken feasibility study over the licence area described in Part A in compliance with matters stipulated in Part B and has satisfied the conditions of grant of a Mining Licence pursuant to Section 59 (2) of the *Mining Act, Cap. 123*;

AND WHEREAS, the applicant further undertakes to strictly observe the mining laws, in particular but not limited to the recognition that all mineral data and exploration information over the Licence area is the property of the United Republic of Tanzania and must be submitted to the Geological Survey of Tanzania in accordance with section 35 of the *Mining Act, Cap. 123*;

AND WHEREAS, the licence holder agrees that by grant of this Mining Licence, under the joint venture company, the Government hold 17% of non-dilutable free carried interest shares in the capital of Joint Venture Company in accordance with section 11 of the *Mining Act, Cap. 123*;

NOW THEREFORE, I Eng. Ramadhani M. Lwamo, Executive Secretary, Mining Commission, subject to the provisions of the *Mining Act, Cap. 123* and of the regulations made thereunder now in force, or which may come into force during the continuance of this licence, or any renewal thereof and pursuant to the powers conferred upon me under section 50 of the *Mining Act, Cap. 123* hereby grant to M/S Songwe Helium Limited (hereinafter called the "Licensee") a Mining Licence, in Momba and Sumbawanga Urban Districts, conferring on the licensee the exclusive right to search for, mine, dig, mill, process, refine, transport, use and or market Helium, Hydrogen, Nitrogen, Argon or other minerals found to occur in association with that mineral, in and vertically under the Mining Licence Area and execute such other works as are necessary for that purpose.

This Mining Licence, unless sooner cancelled, suspended or surrendered pursuant to the provisions of the *Mining Act, Cap. 123* shall be valid for a period of up to ten (10) years, effective from the date of grant subject to terms and conditions set out under Parts A, B and C annexed to this Mining Licence.

Granted this 04th day of July 2025


Eng. Ramadhani M. Lwamo
EXECUTIVE SECRETARY

PART A

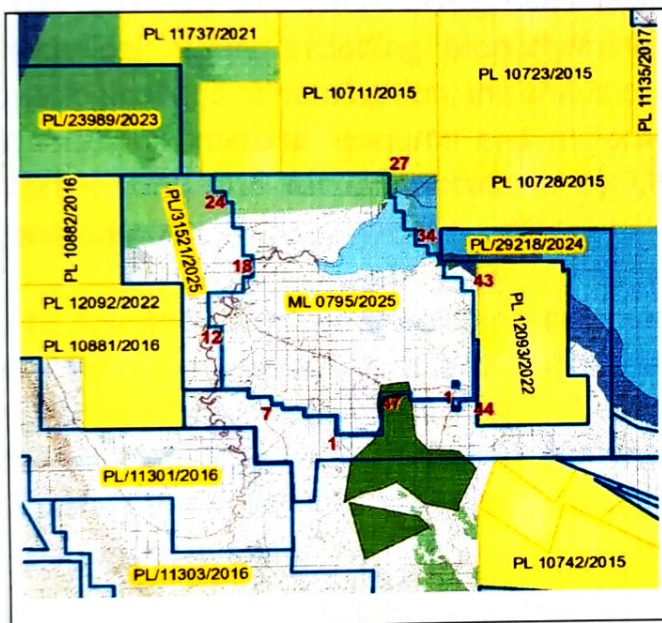
DESCRIPTION OF THE MINING LICENCE AREA

1. The Area which is, and in respect therewith this Mining Licence apply is within geographical Districts of **Momba** and **Sumbawanga Urban** in **Songwe** and **Rukwa** Region, **QDS 226/2, 226/4**, defined by the following corner coordinates (Arc 1960) with an approximate area of **480.1853** Square Kilometres:

Corner	Latitude	Longitude
1	- 08 deg. 28 min. 24.02 sec.	32 deg. 22 min. 46.03 sec.
2	- 08 deg. 27 min. 22.25 sec.	32 deg. 22 min. 46.50 sec.
3	- 08 deg. 27 min. 22.48 sec.	32 deg. 21 min. 8.76 sec.
4	- 08 deg. 26 min. 56.97 sec.	32 deg. 21 min. 8.58 sec.
5	- 08 deg. 26 min. 56.81 sec.	32 deg. 20 min. 0.00 sec.
6	- 08 deg. 26 min. 40.65 sec.	32 deg. 20 min. 0.00 sec.
7	- 08 deg. 26 min. 40.62 sec.	32 deg. 19 min. 26.81 sec.
8	- 08 deg. 26 min. 16.56 sec.	32 deg. 19 min. 26.81 sec.
9	- 08 deg. 26 min. 16.56 sec.	32 deg. 18 min. 19.47 sec.
10	- 08 deg. 25 min. 50.65 sec.	32 deg. 18 min. 19.47 sec.
11	- 08 deg. 25 min. 50.84 sec.	32 deg. 16 min. 57.52 sec.
12	- 08 deg. 22 min. 22.80 sec.	32 deg. 16 min. 58.13 sec.
13	- 08 deg. 22 min. 22.80 sec.	32 deg. 16 min. 19.20 sec.
14	- 08 deg. 20 min. 31.20 sec.	32 deg. 16 min. 19.20 sec.
15	- 08 deg. 20 min. 31.20 sec.	32 deg. 18 min. 3.60 sec.
16	- 08 deg. 19 min. 40.80 sec.	32 deg. 18 min. 3.60 sec.
17	- 08 deg. 19 min. 40.80 sec.	32 deg. 18 min. 32.40 sec.
18	- 08 deg. 18 min. 28.80 sec.	32 deg. 18 min. 32.40 sec.
19	- 08 deg. 18 min. 28.80 sec.	32 deg. 18 min. 3.60 sec.
20	- 08 deg. 16 min. 55.20 sec.	32 deg. 18 min. 3.60 sec.
21	- 08 deg. 16 min. 55.20 sec.	32 deg. 17 min. 34.80 sec.
22	- 08 deg. 15 min. 32.40 sec.	32 deg. 17 min. 34.80 sec.
23	- 08 deg. 15 min. 32.40 sec.	32 deg. 17 min. 13.20 sec.
24	- 08 deg. 14 min. 56.40 sec.	32 deg. 17 min. 13.20 sec.
25	- 08 deg. 14 min. 56.40 sec.	32 deg. 16 min. 37.39 sec.
26	- 08 deg. 14 min. 0.02 sec.	32 deg. 16 min. 37.39 sec.
27	- 08 deg. 14 min. 0.02 sec.	32 deg. 25 min. 30.00 sec.
28	- 08 deg. 15 min. 18.00 sec.	32 deg. 25 min. 30.00 sec.
29	- 08 deg. 15 min. 18.00 sec.	32 deg. 25 min. 48.00 sec.
30	- 08 deg. 16 min. 4.80 sec.	32 deg. 25 min. 48.00 sec.
31	- 08 deg. 16 min. 4.80 sec.	32 deg. 26 min. 13.20 sec.
32	- 08 deg. 17 min. 6.00 sec.	32 deg. 26 min. 13.20 sec.
33	- 08 deg. 17 min. 6.00 sec.	32 deg. 26 min. 49.20 sec.
34	- 08 deg. 18 min. 0.00 sec.	32 deg. 26 min. 49.20 sec.
35	- 08 deg. 18 min. 0.00 sec.	32 deg. 27 min. 25.20 sec.
36	- 08 deg. 18 min. 29.13 sec.	32 deg. 27 min. 25.20 sec.
37	- 08 deg. 18 min. 28.77 sec.	32 deg. 28 min. 0.00 sec.
38	- 08 deg. 18 min. 58.22 sec.	32 deg. 28 min. 0.00 sec.
39	- 08 deg. 18 min. 58.19 sec.	32 deg. 28 min. 15.90 sec.
40	- 08 deg. 19 min. 48.00 sec.	32 deg. 28 min. 15.90 sec.
41	- 08 deg. 19 min. 48.00 sec.	32 deg. 29 min. 9.60 sec.
42	- 08 deg. 20 min. 32.09 sec.	32 deg. 29 min. 9.60 sec.

43	- 08 deg. 20 min. 32.19 sec.	32 deg. 29 min. 45.70 sec.
44	- 08 deg. 26 min. 33.68 sec.	32 deg. 29 min. 44.59 sec.
45	- 08 deg. 26 min. 33.64 sec.	32 deg. 26 min. 31.08 sec.
46	- 08 deg. 26 min. 8.23 sec.	32 deg. 26 min. 30.98 sec.
47	- 08 deg. 26 min. 8.61 sec.	32 deg. 24 min. 59.55 sec.
48	- 08 deg. 28 min. 24.02 sec.	32 deg. 24 min. 59.78 sec.
Excluding the following corner coordinates (Arc 1960);		
1	- 08 deg. 25 min. 53.72 sec.	32 deg. 28 min. 40.00 sec.
2	- 08 deg. 25 min. 53.72 sec.	32 deg. 28 min. 57.00 sec.
3	- 08 deg. 25 min. 35.00 sec.	32 deg. 28 min. 57.00 sec.
4	- 08 deg. 25 min. 35.00 sec.	32 deg. 28 min. 40.00 sec.
1	- 08 deg. 25 min. 54.72 sec.	32 deg. 28 min. 40.00 sec.
2	- 08 deg. 25 min. 54.72 sec.	32 deg. 28 min. 57.00 sec.
3	- 08 deg. 25 min. 53.72 sec.	32 deg. 28 min. 57.00 sec.
4	- 08 deg. 25 min. 53.72 sec.	32 deg. 28 min. 40.00 sec.

2. The Area of Land as presented by Sketch Map Drawing:



Legend	
Licensed boundary	
Licence Code	ML 0795/2025
Districts	Momba and Sumbawanga Urban
Direction	

3. Description of minerals deposits:

- a. Type of minerals;
- b. Estimated quantity;
- c. Average mineral grade;
- d. Estimated recovery rate of ore; and
- e. Proposal for treatment and disposal.

PART B

FEASIBILITY STUDY

1. The applicant for Mining Licence shall attach a copy of report on the feasibility study containing a technical report providing summary of material scientific and technical information concerning mineral exploration, development, and production activities on a mineral property that is material to the application.
2. The feasibility study shall briefly summarize important information in the technical report, including property/mine description and ownership, geological and mineralization, the status of exploration, development and operations, mineral resource and mineral reserve estimates, and the conclusions and recommendations by Competent Person in field of geosciences.
3. The feasibility study shall contain a summary statement and an extract of the financial model with financial indicators to demonstrate economic viability of the project including Net Present Value, Internal Rate of Return and Pay Back Period to demonstrate economic viability of a planned Life of the Mining Project.

PART C

CONDITIONS OF THE MINING LICENCE

Article 1

PROJECT OWNERSHIP

The applicant agrees that, the Licence granted under the joint venture company, the Government of United Republic of Tanzania hold 17% of non-dilutable free carried interest shares in accordance with section 11 of the Mining Act, Cap. 123; and the Mining (*State Participation*) Regulations of 2022.

TENURE OF MINING LICENCE

1. This Mining Licence shall remain valid for a maximum period of ten (10) years from the date of issue unless it is sooner cancelled, suspended or surrendered in accordance with the law.
2. The Mining Licence shall cease to subsist if the holder of the licence ceases mining operations or abandons the area where mining operations are undertaken without prior permission of the Mining Commission.
3. Renewal of the Mining Licence shall be subject to the conditions stipulated under section 53 of the Mining Act.

Article 2

MINE DEVELOPMENT AND PRODUCTION

1. Before commencement of mining operations, the holder of Mining Licence shall ensure the proposed plan for relocation, resettlement and payment of compensation to people within the Area where mining operations will be undertaken is implemented in accordance with the provisions of the Land Act, Cap. 113, or the Village Land Act, Cap. 114, as the case may be.
2. Before carrying out any work or activity within the Area where mining operations will be undertaken the holder of Mining Licence, contractor or subcontractor shall set up a project office within the Area of Land in the District where then mining project is located.
3. The holder of the Mining Licence, contractor or subcontractor shall commence development work on the mine within three calendar months from the date of grant of the Mining Licence or such further period as may be determined by the Mining Commission on the basis of plans, general designs for the mine and related facilities as well as other ancillary operations consistent with the approved Mining Plan.
4. The holder of the Mining Licence, contractor or subcontractor shall commence regular production from the mine within eighteen calendar months from the date of grant of the Mining Licence or within such further period as may be determined by the Mining Commission.

Article 3

METHOD OF OPERATIONS

1. The holder of the Mining Licence shall carry out the programme of mining operations in accordance with Mining Plan approved by the Mining Commission as may be amended and satisfy obligations under

the Mining Licence and take full responsibility and assume attendant risks.

2. The holder of the Mining Licence, contractor or subcontractor shall take all reasonable measures necessary to secure the safety, health and welfare of persons engaged in the mining operations in or about the Area to which the Mining Licence apply and ensure safety of properties in accordance with the governing laws.
3. The holder of Mining Licence, contractor or subcontractor shall, in respect of the mine, take all measures necessary to avert occurrence of accidents whether accidental or premeditated and to observe and satisfy safety conditions stipulated under the Occupational Safety and Health Act, Cap. 424.

Article 4

FINANCING ARRANGEMENTS

1. The holder of Mining Licence, contractor or subcontractor shall ensure that the financing of mine development and mining operations shall be arranged in a manner that is not inimical to Government interests or which seeks to diminish the Government's share of economic benefits from the mining activities.
2. The holder of Mining Licence, contractor or subcontractor shall hold all monies intended to finance mine development or mining operations in bank accounts held with banks in the United Republic of Tanzania.
3. The holder of Mining Licence, contractor or subcontractor shall keep all earning or proceeds from mining activities carried out in the licensed area and from the sale of minerals produced under the Mining Licence in bank accounts held with banks in the United Republic of Tanzania.

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Article 5

BENEFICIATION OF MINERALS

1. The holder of Mining Licence, contractor or subcontractor shall undertake in-country mineral beneficiation before exportation of any such minerals.
2. The holder of Mining Licence shall not export any raw minerals except where the Mining Commission grants special permission on account of absence of in-country beneficiation facilities and on such conditions as may be prescribed.

Article 6

ENVIRONMENTAL MANAGEMENT

1. The holder of Mining Licence and any other person who exercise powers or perform functions or carries duties in relation therewith shall be under statutory obligation to comply with the Environmental Management Plan approved by the National Environment Management Council (NEMC) as well as environmental principles and safeguards prescribed under the Environmental Management Act, Cap. 191 and other relevant laws.
2. The holder of Mining Licence, contractor or subcontractor shall ensure that management of production, transportation, storage, treatment and disposal of waste arising out of mining operations is carried out in accordance with environmental principles and safeguards prescribed by the Environmental Management Act.
3. The holder of Mining Licence, contractor or subcontractor may, for the purpose of paragraph 2 of this Article, contract a separate competent

entity to manage transportation, storage, treatment or disposal of waste arising out of mining operations.

4. The holder of Mining Licence, contractor or subcontractor shall ensure that regular environment audit, monitoring and evaluation are carried out to avert environmental spoil, degradation and hazardous substances which are or may be harmful to human being and, or environment.
5. The holder of Mining Licence, contractor or subcontractor shall develop and adopt Mine Closure and Rehabilitation Plans of the Area where mining operations are carried out.

Article 7

LOCAL CONTENT PLAN

1. The holder of Mining Licence, contractor, subcontractor, corporation or other allied entity carrying out mining activities shall ensure that Local Content Plan is developed and implemented in accordance with the requirement of Part VIII of the Mining Act as further detailed under the Mining (Local Content) Regulations, 2018 and the Mining Commission (Guidelines for Submission of Local Content Plan) 2018.
2. For purposes of paragraph 1 of this Article, the holder of Mining Licence, contractor, subcontractor, corporation or other allied entity are required to make a declaration of adherence to local content requirements in the form set out in the Mining Commission (Guidelines for Submission of Local Content Plan) 2018.
3. The holder of Mining Licence, contractor or subcontractor shall submit local content plan to the Mining Commission substantially in the form set out in the Mining Commission (Guidelines for Submission of Local Content Plan) 2018.

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Article 8

CORPORATE SOCIAL RESPONSIBILITY

1. The holder of Mining Licence shall, on annual basis, prepare a credible Social Responsibility Plan jointly agreed by the relevant local government authority or local government authorities upon consultation with the Minister responsible for local governments and the Minister responsible for finance.
2. The holder of Mining Licence shall ensure that the Corporate Social Responsibility Plan prepared is congruent and responsive to guidelines for corporate social responsibility developed by the relevant local government authority in terms of section 136(5) of the Mining Act and make a declaration specified under the Schedule to the Mining Commission (Guidelines for Submission of Local Content Plan) 2018.

Article 9

INTEGRITY PLEDGE

1. The holder of Mining Licence shall undertake to comply with the Statement of Integrity Pledge in accordance with Part VIII of the Mining Act and the Mining (Integrity Pledge) Regulations, 2018.
2. The Statement of Integrity Pledge referred in paragraph 1 of this Article shall be in the form specified under the Schedule to the Mining (Integrity Pledge) Regulations, 2018.

ADDENDUM

LEASE AGREEMENT FOR HOUSE NO. 23 ON PLOT NUMBER 168 MZINGA WAY OYSTERBAY DAR ES SALAAM

This Addendum is made this 9th Day of February 2024 and shall form an integral part of and be read together with the main agreement.

1. Consistent with paragraph 1.2 of the Lease Agreement signed between the Parties, the Lessee has requested, and the Lessor hereby consents, that the lease agreement be extended from the 1st of April 2024 for a further 12 months to the 31st March 2025.
2. For the avoidance of doubt, it is hereby agreed that all other terms of the lease agreement remain in effect for the 12 months of the extension of the lease agreement.

DONE this 15. day of February. 2024



LESSOR

(signature and seal)



LESSEE

LEASE AGREEMENT

BETWEEN

ASHA-ROSE MIGIRO

AND

HELIUM ONE (STAHAMILI) LTD.

**FOR HOUSE NO. 23 MZINGA WAY OYSTERBAY
DAR ES SALAAM**

am

THIS AGREEMENT is made this 1st day of APRIL 2022

BETWEEN

Asha-Rose Migiro, a natural person, Tanzanian, of Plot No. 156, Off Moringe Road, Bahari Beach, Dar es Salaam, currently residing at number 3 View Road, London N6 4DJ, United Kingdom, (hereinafter called the "LESSOR" which expression shall, where the context so admits, include her successors, assigns or any agent duly given a power of attorney in respect of the demised property) of the one part;

AND

Helium One (Stahamili) Ltd., of Kilwa House, 369 Toure Drive, Oysterbay, P.O. Box 23917, Dar es Salaam; (hereinafter called "the LESSEE") of the other part; both the LESSOR and LESSEE being referred to as "the Parties" or individually as "Party".

RECITALS:

- A. WHEREAS the Lessor is the registered owner of the property known as number 23 Mzinga Way, Oysterbay, located on plot number 168 in the city of Dar es Salaam, Tanzania, (hereinafter referred to as "the demised premises");
- B. AND, WHEREAS the Lessee is desirous of leasing and the LESSOR is desirous of letting to the Lessee the demised premises as duly described in paragraph 4 of this agreement;

1. THESE PRESENTS WITNESS AS FOLLOWS:

- 1.1 The Lessor hereby demises unto the Lessee the premises aforementioned subject to the terms and conditions hereinafter appearing;
- 1.2 This lease shall be for a term of 12 months commencing on the 1st of April 2022 ending on the 31st of March 2023;
- 1.3 In consideration of this Lease, the monthly rent shall be United States Dollars five thousand only per month subject to 10% withholding tax, payable twelve months in advance.
- 1.4 The Lessee shall present to the Lessor a copy of all receipts for withholding tax payments.



- 1.5 A deposit of one month's rent shall be made as house security by the Lessee before moving into the premises, exclusive of rent.
- 1.6 This lease may be renewed at the desire of both parties on terms and conditions to be mutually agreed at the time of the renewal.
- 1.7 The rent herein reserved shall be paid into the following account:

Name: Asha-Rose Mtengeti MIGIRO
Sort Code: 20-71-82
Account number: 53 14 1330
SWIFTBIC BARCGB22
IBAN GB79 BARC 2071 8253 1413 30
Bank name: Barclays Bank U.K.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- 2.1 To use the main house for residential accommodation of one family and the outer house for office purposes only.
- 2.2 Not to carry on the property any trade, business or undertaking that is repugnant to morality or illegal under the laws, rules or regulations applicable in the United Republic of Tanzania.
- 2.3 To pay the rent reserved herein at the times, manner and in the currency specified in this Agreement.
- 2.4 To pay all charges for water, electricity, sewerage, garbage collection, security, telephone, internet and any other utilities in respect of the demised premises accrued and payable during the tenure of the lease period.
- 2.5 To maintain the demised premises, including all additions thereto, fixtures, internal walls, timber and tile floors, doors, windows, shutters, locks, sanitary ware, water apparatus, air conditioners, electric wiring, cables, power generator, in good repair and tenantable condition, fair wear and tear exempted.
- 2.6 To keep the gardens, pathways, lawns, hedges, flower beds and shrubs properly tended and to maintain all surroundings including the swimming pool in good order and cleanliness.

- 2.7 Not to alter the general layout of the garden or cut down, remove, lop or otherwise damage any trees, shrubs or plants, with the exception of normal trimming or pruning.
- 2.8 To report immediately in writing to the Landlord any structural defects and/or other problems that may develop in respect of the demised premises.
- 2.9 To permit the Lessor or their duly authorized agent/s at reasonable times of day to enter the demised premises upon appointment, for purposes of making inventory of all the fittings, fixtures, air conditioners, appliances within the premises or to execute repairs to the demised premises under the Lessor's covenants as hereinafter contained.
- 2.10 Not to introduce, keep or permit to be kept on the demised premises any dangerous, flammable, explosive or hazardous material or substance which may cause damage by fire or otherwise to the demised property or injury to neighbors and/or visitors, and further not to do or allow to be done any act that may cause annoyance or nuisance, or which may contravene any statute, regulation or by-law.
- 2.11 Not to assign or sublet the demised premises.
- 2.12 Not to make any structural alterations and/or additions to the demised premises without the prior written consent of the Lessor.
- 2.13 To yield up peaceably the demised premises to the Lessor or her agent or nominee at the expiration of the fixed term aforesaid in good and tenable condition, including in terms of painting, fixtures and cleaning in accordance with the covenants herein before contained.

3. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- 3.1 The LESSEE paying the rent hereby reserved and observing all covenants and conditions hereinbefore contained shall peaceably hold and enjoy the premises during the term granted without any disturbance from or by the Lessor or any person claiming through, under or in trust thereof.
- 3.2 To provide main electrical and plumbing connections, to keep the main structure, roof, drainage and sewer systems in good condition during the tenancy.

- 3.3 To make good major defects of the demised premises not caused by an act or omission of the Lessee, its employees or agents, provided that the Lessee may, in prior consultation with the Lessor on the manner and cost thereof, effect repairs as needed and charge the Lessor as shall be mutually agreed.

4. SPECIAL PROVISIONS

4.1 Description of the demised premises:

The 2,215 square meter compound holds a two-storey dwelling house. The main house has a kitchen and store; dining and living rooms; one guest bathroom; one office; one *ensuite* bedroom on the ground floor. On the first floor the house has a family room; two bedrooms with a shared bathroom; and a balcony.

The outer house has a double-door garage; store; two staff rooms with shared bathroom and kitchenette. It has a semi-detached guest quarters with a patio and *ensuite* bedroom. The house is surrounded by a well-endowed garden with a swimming pool. It has an underground water reservoir with the capacity of 15,000 cubic litres and an overhead tank holding 2,000 cubic litres. There is a guard house and a dog kennel near the main gate.

Inventory

- 4.2 An inventory shall be drawn and duly signed by the Parties immediately before the beginning of this lease agreement. The inventory herewith attached as Appendix "A", shall apply in respect of the final inventory to be verified by both parties once the Lessee has given vacant possession of the demised premises and immediately before the Lessor retakes possession of the premises.

4.3 **Amendment**

Any amendment to this contract shall be done in writing.

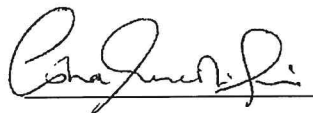
Termination of the Lease Agreement

- 4.4 If either party desires to determine the term hereby granted, that party shall give the other party a three-month notice in writing of their desire and each party shall perform and observe the covenants on its part hereinbefore reserved and contained, then immediately on the expiration of such three (3) months the lease shall cease and determine, but without prejudice to the rights and remedies of either party against the other in respect of any antecedent or existing claim or breach of contract under the law.

- 4.5 Any notice under this lease shall be sufficiently served if sent by registered or recorded delivery to the Lessee/Lessor's above-mentioned addresses respectively or any other address as shall be specified in writing by the Parties.
- 4.6 If by the end of the lease any utility bills such as for water, electricity, security, telephone, internet and other outstanding charges remain unpaid the Lessee shall pay such bills or charges without fail.
- 4.7 In case of breach of any term or terms of this Agreement by any party hereto, the aggrieved Party may, upon notice to the other party, terminate this Agreement, PROVIDED that any other obligations, rights or remedies unconnected with the breach arising before or existing at the time of such breach, shall not be extinguished by the said breach.
- 4.8 In the event of any dispute at any time arising between the Lessor and the Lessee in respect of any provision of this Agreement or with reference to anything arising out of or incidental thereto, such dispute or difference shall be settled amicably by the Parties. In the absence of an amicable settlement, the Lessor and the Lessee shall have recourse to the laws pertaining in the United Republic of Tanzania.
- 4.9 The Parties hereto covenant with each other and the Lessor warrants that there has been no illegal and/or side payment made to any of the Lessee's employees or any other person in that behalf and further that there is no conflict of interest between the Lessor and the Lessee.
- 4.10 This lease agreement is made in confidence and that the said confidentiality shall be maintained. No terms shall be discussed with any third party save for the Lessor or Lessee's legal advisors who shall, in turn, be bound by this confidentiality clause.
- 4.11 This agreement contains all covenants, stipulations and provisions as agreed by both Parties. No agent or representative of either Party has the authority to make any changes and the Parties shall not be bound by or be liable for any such statement, representation or promise of an agreement not stipulated herein.
- 4.12 This agreement shall, in all and every respect, conform to and be interpreted in accordance with the laws of the United Republic of Tanzania.
- 4.13 This Agreement shall be produced in duplicate and each copy shall serve the purpose of the original.

IN WITNESS WHEREOF the Parties hereto have executed these presents in the manner and on the days and the year hereinbefore appearing.

SIGNED and DELIVERED by the said
Asha-Rose Migiro this 25th day of MARCH
2022.


LESSOR

Name: NGUSEKELA NYERERE
Signature: Nyerere
Qualification: COUNSELLOR



SIGNED and DELIVERED by Colin Ivory
Director/Chief Operating Officer, for and on behalf of
Helium One (Stahamili) Ltd.
this 30 day of MARCH 2022.


LESSEE
(signature and company stamp)



Name: HABYALIMANA MAYEYE
Signature: [Handwritten Signature]
Qualification: ADVOCATE




ADDENDUM

**LEASE AGREEMENT FOR HOUSE NO. 23 ON PLOT NUMBER 168 MZINGA
WAY OYSTERBAY DAR ES SALAAM**

This Addendum is made this 1st day of April, 2022, and shall form an integral part of and be read together with the main agreement.

1. Consistent with paragraph 2.13 of the Lease Agreement signed between the Parties, the Lessee has requested, and the Lessor hereby consents, for the following minor and limited alterations to be done on the demised premises:
 - 1.1 Level slope into the garage;
 - 1.2 Lay Tanga stone;
 - 1.3 Remove garage doors only;
 - 1.4 Add glass to the existing garage windows;
 - 1.5 Add a removable coffee station in the storeroom;
 - 1.6 Install timber doors for the garage the same as the house;
 - 1.7 Install an air conditioner;
 - 1.8 Install ceiling lights;
 - 1.9 Add plug points.
 - 1.10 Install a treated timber enclosure around the swimming pool.
2. For the avoidance of doubt it is hereby agreed that all costs for the alterations and/or renovations shall be borne by the Lessee who undertakes to have the same done safely and professionally.
3. The Lessee further covenants, at their own cost, to safely and professionally restore all altered sections of the premises to their original position at the end of the Lease Agreement.

SIGNED this 25th day of March 2022


.....
LESSOR



.....
LESSEE
(signature)



