

DATED 26 DAY OF 7 - 2022



**HAIDERY COMPLEX LIMITED
P. O. BOX 11479
DAR ES SALAAM**

and

**BLUEBERRY VOYAGE LIMITED
P. O. BOX 7262
DAR ES SALAAM**

LEASE

of Unit No. **S-24(B)**, Ground Floor, Haidery Complex
Upanga / Kisutu Street
Plot No. 519/14 Block B
House No. 3
Dar-es-Salaam
Tanzania

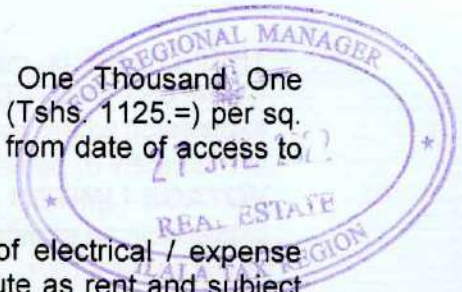
PARTICULARS

1. DATE OF THIS LEASE: 26th July,2022
2. LESSOR: HAIDERY COMPLEX LIMITED
P. O. Box 11479
Dar es Salaam
TANZANIA
3. LESSEE: BLUEBERRY VOYAGE LIMITED
P. O. Box 3199
Dar es Salaam
TANZANIA
4. DISSMED PREMISES: Plot No.519/14 Block B, UNIT No. S-24(B) Haidery
Complex, Ilala District, Dar es Saam Region-TANZANIA
5. TERM: Ten (10) years from 15th August,2022 expiring 15th
August, 2032
6. RENT: US\$1300 PLUS VAT
7. RENT COMENCEMENTDATE: 15th August,2022
8. USER: Office
9. THE BUILDING: Haidery Complex, Upanga/Kisutu Street, Ilala District,
Dar es Saam Region-TANZANIA
10. THE LEASE CONSIDERATION: The rental service charge and covenants therein
11. COMPANY FINANCIAL YEAR: 31st day of December every year

12. INTERIM EXPENSE CHARGE

Approximately Tshs. One Thousand One hundred Twenty Five (Tshs. 1125.=) per sq. ft per month effective from date of access to demised premises.

The reimbursement of electrical / expense charges shall constitute as rent and subject to same law and regulations as applicable to non-payment of rent and/or any part thereof.



13. DEPOSITS

The deposit which shall represent 3 months' rent and paid by the Lessee as security for the due performance of the covenants herein, to be paid upon signing hereof and to be retained by the Lessor, as a deposit and used for making good any breach on the part of the Lessee at any time at his discretion. If all the covenants herein abided by the deposit shall be refunded to the Lessee, upon the expiry of the term herein granted in so far as the same is unused for any breach by the Lessee.

14. PAYMENT OF RENT

Monthly in advance.

15. SURETY

Shall be their person or persons who have appended their signatures hereto on the part of the Lessee and specifically as sureties named thereon.

16. OPTION TO TERMINATE

Either party shall have an option to terminate the lease upon a 3 months advance notice in writing whereupon the lease shall determine on terms and conditions as provided for in the lease.

THIS LEASE is made on the date stated in the Particulars between **HAIDERY COMPLEX LIMITED** of P. O. Box 11479, Dar es Salaam, Tanzania, the Lessor (which expression where the context so admits shall include the reversioner for the time being immediately expectant on the term hereby created) of the first part and **BLUEBERRY VOYAGE LIMITED** of P. O. Box 7262, Dar es Salaam, Tanzania, the Lessee (which expression so admits shall include the successors in title and assignees of the Lessee) of the second part.

WITNESSETH as follows:-

1. DEFINITIONS

In this Lease the following expressions (where the context so admits) shall have the following meanings:-

Act - means every Act of the United Republic of Tanzania (whether specifically mentioned herein or not) which may be relevant to the Demised Premises or anything on the Demised Premises or the persons employed or having recourse thereto whether or not in force at the date hereof and shall include any statutory re-enactment or modification thereof and any order, regulation, directive, bylaw, consent, rule or license granted or required thereunder by any public or local authority or by any court of competent jurisdiction.

Building - means the Haidery Complex, Kisutu Street, Dar es Salaam including all additions, alterations and improvements thereto and all plant equipment machinery fixture and fittings and furnishings now or hereafter on or about it.

Certificate - means the Certificate ascertaining and certifying annually the amount of the Expense Charge.

Common Parts - means those parts of the Building which the Lessor has demised to the Lessor.

The Demised Premises - ALL THAT the premises situate at and known as the Floor Office Unit No. **S24(B)** on the Ground Floor of Haidery Complex, Upanga/Kisutu Street, Dar es Salaam, Tanzania contained within the Building as the same is delineated for identification purposes only on the Plan annexed hereto and thereon edged red including:-

(a) The inner surface of and the paint paper and other decorative finishes applied to the exterior of the exterior walls of the premises and the stanchions but not any part of the exterior walls or the stanchions.

(b) The floor finishes so that the lower limit of the Demised Premises includes such finishes but does not extend to anything below.

(c) The paint, paper and other decorative finishes applied to the underside of the portal frame of the Building but not the roof of the Building and no air space above the Building.

(d) The inner half severed medially of the internal walls dividing the premises from the adjoining Units in the Building.

(e) The windows and the window frames.

(f) All additions and improvements to the Demised Premises.

(g) All the Lessor's fixtures and fittings of every kind now in or upon or which shall from time to time be in or upon the Demised Premises (whether originally affixed or fastened to or upon the same or otherwise) except any such fixtures installed by the Lessee and that can be removed from the Demised Premises without defacing the same and

(h) any pipes wires or other conduits that exclusively serve the Demised Premises.

Insured Risk - means loss or damage by fire, lightning, explosion, storm, tempest, floor bursting or overflowing of water tanks apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped there from riot and civil commotion and such other risks as the Lessor may reasonably require (including public liability and third party insurance).

Interim Reimbursement of Expense Charge - means the sum referred to in the Particulars and to be paid on account of the Lessees proportion of the reimbursement of expense charges and such other sum as the Lessor may determine from time to time.

Lessor's Title - means the Certificate of Occupancy granted by the Director of Land Development Expenses to the Lessor and expiring on the 30th June 2078 including all and any documentation verifying the same.

User – General Office or such other use as the Lessor may approve (such approval not to be unreasonably withheld or delayed) so long as the same is in keeping with the standards required of high class Office Centre.

2. INTERPRETATION

2.1 The details and descriptions appearing in the Particulars shall be included and form part of this Lease.

2.2 Word importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender including the feminine and neuter and vice versa.

2.4 Where there are more than one person included in the expression "the Lessee" the covenants by them shall be joint and several.

2.5 Where any act is prohibited the Lessee shall not only observe such restriction but shall not suffer such act to be done.



2.6 Where the Lessor or any other person exercising any right of entry to the Demised Premises under this Lease unless specifically provided herein to the contrary such person exercising such right will make good any damage caused to the Demised Premises by such entry but neither the Lessor or such person shall be liable for compensation.

2.7 The marginal notes hereto are inserted for convenience of reference only and shall not in any manner affect the construction, meaning or effect of anything herein contained or govern the rights or liabilities of the parties hereto.

3. CONSIDERATION

In consideration of the Lease Consideration the Lessee's covenants hereinafter reserved and contained the Lessor hereby demises onto the Lessee ALL THAT the Demised Premises and the Landlord's fixtures and fittings and appurtenances thereto belonging together with so far as the Lessor has title to grant the same.

(a) The right in common with all persons entitled thereto to use all the Common Parts of the Building for access to and from the Demised Premises.

(b) The free and uninterrupted passage of expenses and facilities to the pipes, wires and conducting media now serving the Demised Premises.

(c) The support from and protection by the remainder of the Building.

(d) The right to build on or enter any perimeter wall of the Demised Premises after giving requisite notice to enter the Demised Premises to place and lay in under or upon the same such footings for any intended wall or structure within the foundations thereof as the Lessor shall think proper and for such purpose to excavate the Demised Premises and also to erect and use scaffolding upon the Demised Premises for such purposes.

PROVIDED ALWAYS THAT THE LESSEE MAY NOT EXERCISE any of the above rights if it is not a herein shareholder of the Company same as the tenant of the Lessor.

EXCEPT AND RESERVED

(a) the free passage and running of water, soil, steam, gas and electricity through the sewers, drains, pipes and wires through over or under the Demised Premises TOGETHER with the right to enter upon the Demised Premises (or in the Lessee's absence to break and enter) for the purpose of cleansing, maintaining and repairing the same.

(b) all other rights and easements or quasi-easements heretofore enjoyed by any adjoining or neighbouring property over or in respect of the Demised Premises and

(c) all rights of light and air or other rights or easements or quasi-easements which would restrict or interfere with the free user and development of any building upon any adjoining land.

Registration

(24) Within one month after any assignment, underlease, mortgage, charge, transfer, disposition or devolution of the Demised Premises (or any part thereof) whether the same be effected orally or in writing to give notice thereof in duplicate to the Lessor's lawyers and to deliver to them for retention a duly certified true and complete photocopy of the instrument or instruments (including any relevant Probate Letters of Administration or Assent) or if the same be made orally a duly certified Memorandum of the true and complete terms of such transaction as aforesaid AND to pay to the said Lawyers a reasonable fee for the registration of such transaction in the Lessor's books or records.

Yield Up

(25) To yield up the Demised Premises with the fixtures and fittings and additions thereto at the determination of the Term in good and substantial repair and condition (landlord's fixtures, fitting and appurtenances being duly renewed and replaced) in accordance with the several covenants hereinbefore contained (but the Lessee may shall if so required by the Lessor remove at such time tenants fixtures the Lessee making good all damage thereby occasioned) and with vacant possession and to deliver up all keys of the entirety of the Demised Premises.

Costs of Application

(26) To pay to the Lessor all Lawyers costs and surveyors fees incurred by the Lessor attendant upon or incidental to every application made by the Lessee for a consent or License hereinbefore required or made necessary whether the same be granted or refused or proffered subject to any lawful qualification or condition or whether the application be withdrawn.

(27) To forthwith insure and keep insured all the plate glass within the Demised Premises against the usual risks in the joint names of the Lessor and the Lessee and to pay all premiums in respect thereof within 7 days of the same becoming due and whenever required by the Lessor to produce the said policy of insurance and in the case of damage or destruction to forthwith expend all monies received by virtue of such in repairing/reinstating the same making up any deficiency out of the Lessee's own money.

The Lessor HEREBY COVENANTS with the Lessee to the intent that the obligations may continue throughout the Term.

Quiet Enjoyment

(1) That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained shall peaceably hold and enjoy the Demised Premises throughout the Term without any interruption by the Lessor.

(2) To pay the rents reserved by the Right of Occupancy under which the Lessor holds the Demised Premises and to observe and perform the covenants and conditions therein contained but only in so far as the Commissioner for Lands shall require the same to be observed and performed and except in so far as the said

covenants and conditions failed to be observed and performed by the Lessee hereunder.

(3) To enter into similar leases as this Lease for the remainder of the Building (except for those premises let on short term leases) and at the request and cost of the Lessee, for which adequate security shall be given, to take all steps necessary to enforce the covenants on the part of the other Lessees contained in the leases of other parts of the Building.

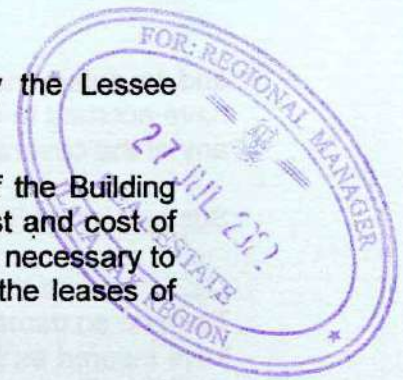
6. Lessor hereby covenants with the Lessor and with the Lessee PROVIDED the Lessee is a share holder in the Lessor's Company to the intent that the obligations may continue throughout the Term and subject to the Lessee punctually effecting payment of the Interim Expense Charge and the Lessee's Proportion of the Expense Charge as follows:-

1. To insure and keep insured the Demised Premises and Landlord's fixtures therein (except plate and window glass) against loss or damage by fire and such other risks as the Lessor shall deem desirable or expedient in some insurance office or with underwriters of repute and in case of destruction of or damage to the Demised Premises or any part thereof from any cause covered by such insurance as to make the same unfit for habitation and to lay out all monies received in respect of such insurance (other than monies received for loss of rent and architects, surveyors engineers and legal fees and for the demolition and clearance expenses) in rebuilding and reinstating the same as soon as reasonably practicable.

2. To use its best endeavours in accordance with the principles of good estate management and (so far as the Lessor considers necessary) to provide or make available the expenses specified in the Schedule hereto provided that in performing its obligations hereunder the Lessor shall be entitled in its discretion to employ agents, contractors or such other persons as the Lessor may from time to time think fit and also provided the Lessor shall not be liable for or responsible for any interruption or inconvenience or injury to personal property occasioned to the Lessee or the Lessee's invitees, licensees or agents arising from the performance or for any temporary omission to provide the same or make the same available by reason of any cause or circumstance not within the Lessor's control.

3. The Lessor as soon as may be practicable after the Lessor's Financial Year submit to the Lessor and the tenants of the Building a statement duly certified (if so requested by the Lessor) by the Lessor's accountant or surveyor giving a proper summary of the expense charge incurred for the expense charge period just ended.

7. (1) If and whenever during the said term the said rents Proviso hereby reserved or made payable or any of them or any part thereof shall be in arrears and unpaid for twenty eight days next after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance of non-observance of any of the covenants on the part of the Lessor herein contained or contained in any document supplemental to this Lease it shall be lawful for the Lessor at any time thereafter and notwithstanding the waiver of any part previous right of re-entry into and upon the Demised Premises or any part thereof in the name of the whole to re-enter and thereupon the Term shall absolutely cease



and to determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained.

Suspension of Rent

(2) In case the Demised Premises of any part thereof shall at any time during the Term be so damaged or destroyed by fire or other risk against which the Lessor shall have insured as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee) the Rent and Reimbursement of Expense Charges (other than insurance rent) hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained and to the amount of the Insurance money or allowance hereinafter mentioned shall be suspended either for the period until the Demised Premises shall again be rendered fit for occupation and use or until the expiration of such period from the date of the damage or destruction as the Lessor shall receive insurance money equivalent to the rent hereby reserved and payable at the relevant time but for the foregoing provisions (whichever of the said periods shall be shorter) And any dispute with reference to this proviso shall be referred to arbitration as hereinafter provided.

Accident

(3) The Lessor shall not be responsible to the Lessee or any underlessee servant agent licensee or invitee of the Lessee or other person occupying the Demised Premises or any part thereof or calling upon the Lessee for any accident causing injury to be suffered or damage caused to the Demised Premises or to the loss of any chattel or property in or from the Demised Premises or the Building.

(4) The words "assign" and "assignment" wherever they appear in sub-clause (17) and (18) of Clause 4 of this Lease shall include in the case of a limited liability company as the intended assignor the transfer of the whole or the majority of the issued shares of such company to an intended assignee or to the nominee of an intended assignee.

Division Walls

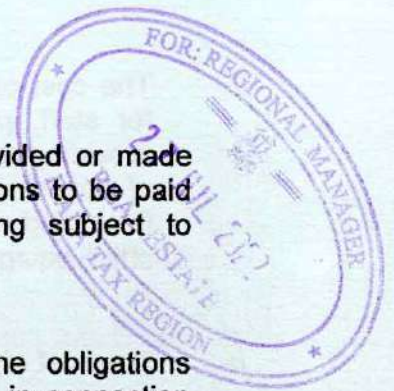
(5) Such of the division walls fences or structures (including floors and ceilings as divide the Demised Premises from other premises of the Lessor shall be deemed to be party structures and belong in equal moieties (considered as divided vertically or horizontally as the case may require down or along the middle throughout the whole length) to the property on either side thereof.

Expense of Notice

(6) All notices required to be given pursuant to this Lease shall be in writing and shall be sent by first class registered post or fax to or left at the address for the time being of the addressee and shall be deemed served five working days after posting or in the case of facsimile transmissions immediately upon and transmission and 'notify' shall be construed accordingly.

THE SCHEDULE HEREINBEFORE REFERRED TO

Schedule of the cost and expense and of the expenses to be provided or made available for the Building and other expenses outgoings and obligations to be paid incurred or discharged by the Lessor in respect of the Building subject to reimbursement by the Lessee as provided for in Clause 4(8) herein.



1. The costs of executing all works required to discharge the obligations imposed by Clause 6(2) herein and executing all other works in connection with the Building to the extent that such cost is not wholly reimbursed by any other tenant of the Lessor or by any third party.
2. The cost of repairing, decorating, maintaining, renewing, rebuilding, lighting, heating, cooling and ventilating, cleansing and providing for the security control and management of the Common Parts and all rates, taxes, assessments and outgoings from time to time payable in respect of the same to the extent that such cost is not wholly reimbursed to the Lessor by any third party or any the Local Authority.
3. The cost and expense of maintaining in good and substantial repair and condition (including as necessary in clean and in good decorative condition) the main structure of the Demised Premises and the roof, foundations and main structure of the Building and the main drains and exterior pipes serving the Demised Premises including any car parking areas.
4. The cost and expense of repairing, maintaining and rebuilding any part of the Building.
5. The cost or amount of all charges assessments and outgoings for rates, water electricity, and charges, telephone and public or statutory utilities payable in respect of the Common Parts of the Building including such as may be payable in respect of the Lessor's estate office and any accommodation provided for the Lessor's Company's staff.
6. The cost of maintaining in good working order and operating all electrical, mechanical and other plant, equipment, chattels, feature and fittings of ornament or utility in use for common benefit including motor vehicles and other transport, lifts, heating, cooling and ventilation equipment, cleaning equipment, internal telephones, public address system (if any), fire fighting and fire prevention, burglar alarm systems where the use and benefit of such specialist expenses are made available for the use or benefit of the Demised Premises and including the cost of provision or renewal and replacement whenever necessary.

7. The cost of providing accommodation (including residential accommodation) for staff, personnel vehicles, equipment and plant engaged or used in providing management and expenses for the Building and including the cost of providing, repairing, maintaining, staffing and managing an estate office (including rent, rates, salaries of all personnel employed therein, stationery, office equipment, telephone charges and other like outgoings).
8. The cost of providing traffic controls within the Building and car parking areas.
9. The cost of periodic refuse collection charged to or undertaken by the Lessor.
10. The cost providing such maintenance staff as shall be necessary for maintaining those parts of the Building for which the Lessor accepts responsibility under this Lease.
11. The cost of periodic payments in respect of any National Health and Insurance, graduated pensions, industrial training levies, redundancy and similar or ancillary payments required by any Act to be made by the Lessor in respect of all persons from time to time employed by it for purposes connected with the Building.
12. The cost of the Lessor's administration charge in respect of accounts, records, apportionments and other similar expenses in respect of the Management of the Building being initially a yearly sum equal to five percent of the annual Expense Cost.
13. The cost of providing such other expenses as the Lessor shall consider ought properly and reasonably be provided for the benefit of the Building or for the proper maintenance and servicing of any part or parts thereof.

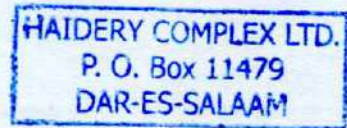
RPK

IN WITNESS whereof the Lessor has hereunto caused their respective Common
Seals to be affixed and the Lessee has set hand and seal the day and year first above
written.

SIGNED AND SEALED with the COMMON SEAL }
of **HAIDERY COMPLEX LIMITED** in }
in our presence this 26 day of 07 2022 }



Signature [Signature]
Name SHIRAZ N. RASHID
Address P.O. BOX 11479
DAR-ES-SALAAM



SIGNED AND SEALED with the COMMON SEAL of }
of **BLUEBERRY VOYAGE LIMITED** }
in our presence this 26 day of 07 2022 }



Signature [Signature]
Name KESHOK KUMAR VATVANI
Address S-24B HAIDERY PLAZA KISUTU
STREET DAR-ES-SALAAM, TANZANIA

STAMP DUTY

Shs: 361,286.64 Collected
Receipt No: 99841805351 Date: 2/8/2022

Qualification: Director / Company Secretary

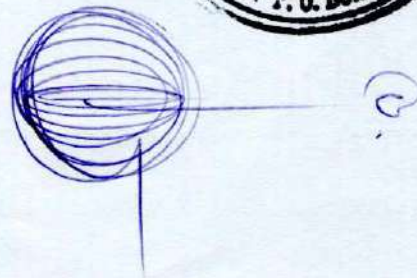
[Signature]
Regional Manager - Ijala Tax Region

Signature [Signature]
Name Ravi Kamhayal Chandwani
Address A-22, Canal Residency
Mindu Street, Ubungu



Qualification: Director / Company Secretary

WITNESS



TWD:
SID: \$ 156 TBS: 361,286.64 23
WTR: \$ 130 TBS: 301,072.2 (one month from 1st Aug - 1st Sept)
\$286 862,358.84
USD: \$ 1300 each rate: 2315.94
27/07/2022