

EVIDENCES PROVIDED ACROSS ALL THE FOUR SERVICE CATEGORIES: MARKETING, INFORMATION, ASSISTANCE, AND ADVOCACY IN FAVOUR OF DHINAT GLOBAL VENTURES LTD NIGERIA LIMITED

1. Evidence of Marketing Services Provided

i. Business Event Participation

a. Organized a B2B session between DHINAT GLOBAL VENTURES LTD (local ICT firm) and Lecolux Lighting (Guangdong, China) to promote Zamfara's renewable energy sector.

ii. Targeted Investor Outreach

a. Facilitated direct engagement between DHINAT GLOBAL VENTURES LTD and Lecolux, including face-to-face meetings in China to promote Zamfara's investment value.

iii. Promotion of Priority Sector

a. Promoted Zamfara's solar energy and ICT sectors through strategic investor matchmaking and sector-specific engagement.

2. Evidence of Information Services

i. Tailored Investor Responses

a. Provided customized information to DHINAT GLOBAL VENTURES LTD and Lecolux regarding Zamfara's regulatory environment and investment incentives.

ii. Sector Opportunity Profile

a. Shared detailed information on Zamfara's solar energy potential and available infrastructure (e.g., Zamfara Shopping Mall).

iii. Regulatory Roadmap

a. Guided investors through procedures for business setup, including leasing public assets and navigating government approvals.

3. Assistance Services Provided

i. Site Visit Support

a. Supported DHINAT GLOBAL VENTURES LTD's visit to China, including itinerary planning and meeting facilitation with Lecolux.

ii. Project Management Support

a. Provided end-to-end support for DHINAT GLOBAL VENTURES LTD's dealership agreement and plans to establish a solar lighting manufacturing facility in Zamfara State.

iii. Government Liaison

a. Actively negotiated with Zamfara State Government to lease the Zamfara Shopping Mall, Kabugawa, Gusau, for DHINAT GLOBAL VENTURES LTD's showroom, fulfilling the terms of the investor agreement.

4. Advocacy Services Provided

i. Investor-Government Coordination

a. Facilitated dialogue between DHINAT GLOBAL VENTURES LTD and the Zamfara State Government to resolve infrastructure needs.

ii. Policy Feedback Loop

a. Used investor feedback to advocate for adaptive use of public assets (e.g., Zamfara Shopping Mall lease) to support investment.

iii. Ecosystem Improvement Proposal

a. Proposed leasing arrangements and regulatory support to enhance Zamfara's investment climate for renewable energy.

5. Supporting Annexes

To strengthen this memo, the following are attached:

i. Sector profiles or investment guide excerpts ii. Photos from the B2B session iii. MOU or agreement between DHINAT GLOBAL VENTURES LTD and Lecolux iv. Correspondence from ZIPA to the Department of Market Development, Zamfara State, who are the custodians of the Zamfara Shopping Mall, introducing DHINAT GLOBAL VENTURES LTD Prime Global Nig. Ltd. v. Report / Minutes of Meetings between DHINAT GLOBAL VENTURES LTD, ZIPA and the Department of Market Development that guided the negotiation and the state of the Zamfara Shopping Mall vi. Pictures of both Parties in the meeting session vii. Video of Zamfara Shopping Mall viii. Draft of the Lease Agreement from ZIPA to the Department of Market Development to guide them in securing approval ix. Correspondence between the Zamfara State Investment Promotion Agency (ZIPA) and the Zamfara State Department of Market Development

6. Conclusion

The Zamfara State Investment Promotion Agency (ZIPA) has provided verifiable evidence of services in all four categories of the Comprehensive Investor Services Framework. These activities directly support the goals of DLI 4 and demonstrate ZIPA's capacity to attract and facilitate investment in Zamfara State.

INVESTMENT GUIDE EXCERPTS – ZAMFARA STATE

1.0 Overview

Zamfara State, located in Nigeria's North-West geopolitical zone, offers strategic advantages for investors in renewable energy, ICT, agriculture, and manufacturing. With a population of over 10 million, proximity to the Niger Republic, and a growing infrastructure base, Zamfara is poised for industrial expansion.

1.1 Priority Sector Profile: Renewable Energy (Solar Lighting)

Zamfara receives over 3,000 hours of sunlight annually, making it ideal for solar energy investments. The state government has prioritized solar lighting as part of its rural electrification and smart city initiatives.

1.2 Investment Opportunities

i. Manufacturing of solar panels and lighting products ii. Distribution and retail of solar kits iii. Public-private partnerships for solar street lighting iv. R&D in solar battery storage and smart grid integration

2.0 Incentives

i. Tax holidays for renewable energy startups ii. Access to industrial zones and public facilities (e.g., Zamfara Shopping Mall, Kabugawa, Gusau) iii. Fast-track licensing and regulatory support

3.0 Recent Activity

i. DHINAT GLOBAL VENTURES LTD Prime Global Nigeria Limited (local ICT firm) signed a dealership and manufacturing agreement with Lecolux Lighting (China) to establish a solar lighting facility in Zamfara State.

4.0 Priority Sector Profile: ICT and Digital Infrastructure

Zamfara is investing in digital transformation, with growing demand for ICT services, hardware distribution, and software development.

4.1 Investment Opportunities

i. ICT hubs and co-working spaces ii. Hardware assembly and distribution iii. Software development for e-governance and education iv. Fiber infrastructure and broadband expansion

4.2 Incentives

i. Subsidized access to tech parks ii. Government-backed digital literacy programs iii. Collaboration with tertiary institutions for talent development

5.0 Recent Activity

i. DHINAT GLOBAL VENTURES LTD's expansion into solar tech includes ICT-enabled smart lighting systems and digital showroom integration.

5.1 Priority Sector Profile: Agro-Processing

Zamfara is a leading producer of cotton, maize, groundnuts, and tomatoes. Agro-processing is a key driver of employment and export potential.

5.2 Investment Opportunities

- i. Tomato paste and juice production
- ii. Cotton ginning and textile manufacturing
- iii. Groundnut oil extraction
- iv. Cold chain logistics and packaging

5.3 Incentives

- i. Access to raw materials through farmer cooperatives
- ii. Land allocation in agro-industrial clusters
- iii. Export facilitation through trade corridors

5.4 Infrastructure & Facilities – Zamfara Shopping Mall

- i. Located at Kabugawa, Opposite Fatima Shema Housing Estate, Zamfara Local Government Area, Gusau, Zamfara State
- ii. Available for lease to investors as showroom or retail outlet
- iii. Strategic location in city centre
- iv. Suitable for B2C and B2B operations

5.5 Industrial Zones

- i. Planned solar tech cluster near Gusau industrial corridor
- ii. ICT innovation hub under development in Gusau metropolis

The Special Adviser, Administrative Block, Central Market, Gusau, Zamfara State.

REQUEST FOR LEASING OF ZAMFARA SHOPPING MALL BY DHINAT GLOBAL VENTURES LTD PRIME GLOBAL LIMITED

I wish to convey the interest of DHINAT GLOBAL VENTURES LTD Prime Global Limited in leasing the Zamfara Shopping Mall for use as a sales and showroom outlet.

2. DHINAT GLOBAL VENTURES LTD Prime Global Limited is one of the leading companies in the communications sector within Zamfara State. The company is currently expanding its operations into electronics and other related appliances. As part of this diversification, DHINAT GLOBAL VENTURES LTD has entered into a strategic partnership with Jiangmen Lecolux Lighting Appliance Co., Ltd., Building A, No. 11, Xinyi Road, Jianghai District, Jiangmen City, Guangdong Province, China, securing distribution rights for Nigeria. The long-term goal of this partnership is to establish an assembly plant in Zamfara State.
3. In line with this development, DHINAT GLOBAL VENTURES LTD Prime Global Limited has expressed its interest in leasing the Zamfara Shopping Mall to facilitate its sales and product display operations.
4. Following this, the Agency has conducted due diligence and background intelligence on the company and found the proposed venture to be viable and worth supporting. Accordingly, we hereby forward the following documents for your attention:

- i. Letter of Expression of Interest
- ii. Product list intended for display and sale
- iii. Memorandum of Agreement (MoA) between Jiangmen Lecolux Lighting Appliance Co., Ltd. and DHINAT GLOBAL VENTURES LTD Prime Global Nigeria Limited

5. Additionally, the company has been advised to conduct an inspection of the Zamfara Shopping Mall to assess its suitability for the proposed investment.
6. In view of the foregoing, we wish to recommend the following actions:

- i. That a joint meeting between the two Departments be convened to:

- a. Receive a formal briefing from the company
- b. Brief the company's representatives on the Department's leasehold policy
- c. Where feasible, tentatively agree on key terms and conditions of the lease agreement
- d. Develop an agreed implementation plan

7. We kindly solicit your cooperation and support for the timely facilitation of this request. Please accept the assurances of our highest regards.
8. Thank you.

Ibrahim Tukur Jikamshi Director General Zamfara State Investment Promotion Agency (ZIPA)

TRIPARTITE MEETING BETWEEN MARKET DEVELOPMENT DEPARTMENT, ZAMFARA STATE INVESTMENT PROMOTION AGENCY AND DHINAT GLOBAL VENTURES LTD PRIME GLOBAL CONCEPT

PARTICIPANTS:

a) Hon. Mustapha Bala Batsari — Special Adviser, Market Development b) Ibrahim Tukur Jikamshi — Director General, ZIPA c) Umar Muhammad — Director, ZIPA d) Aliyu Nuhu — Director, Technical, Market Development Department e) Mansur Abdu — DFA, ZIPA f) Musa Yusuf Gafai — Managing Director, DHINAT GLOBAL VENTURES LTD Prime Global g) Alhaji Yusuf Gafai — Chairman, DHINAT GLOBAL VENTURES LTD Prime Global h) Aminu Ibrahim — IRO, ZIPA

AGENDA

1. Opening Prayers
2. Introduction
3. Opening Remarks
4. Brief by DHINAT GLOBAL VENTURES LTD Prime Global Concept
5. Brief by the Market Development Department
6. Interactive Session
7. Meeting Resolutions
8. Adjournment / Closing

1. Opening Prayer

The meeting commenced at 6:03 PM with an opening prayer led by Alhaji Yusuf Gafai, Chairman of DHINAT GLOBAL VENTURES LTD Prime Global Concept.

2. Introduction

The Chairman requested all participants to introduce themselves to facilitate mutual familiarity and effective engagement.

3. Opening Remarks

The Director General of ZIPA, Alhaji Ibrahim Tukur Jikamshi, welcomed attendees and stated that the meeting was convened to deliberate on a proposal submitted by DHINAT GLOBAL VENTURES LTD Prime Global Concept for a potential investment partnership with Lecolux Lighting, a Chinese company. The meeting aimed to formally consider the request prior to onward submission to the Zamfara State Government.

4. Presentation by DHINAT GLOBAL VENTURES LTD Prime Global Concept

The Managing Director, Mr. Musa Yusuf Gafai, provided a comprehensive briefing. He highlighted that DHINAT GLOBAL VENTURES LTD has maintained a business partnership with Lecolux since 2012, primarily in product supply. Building on this relationship, Lecolux has expressed interest in collaborating to establish an assembly plant in Zamfara State for electronics, home appliances, solar products, computers, and mobile handsets.

Mr. Gafai emphasized that DHINAT GLOBAL VENTURES LTD Prime would be responsible for securing land, buildings, and factory equipment in Nigeria, thereby ensuring asset ownership. Lecolux, on the other hand, would contribute technical expertise, R&D, and branding support. The proposed collaboration is expected to foster sustainable local manufacturing, technology transfer, capacity building, job creation, and increased revenue for Zamfara State. Consequently, DHINAT GLOBAL VENTURES LTD requested the concession of the Zamfara Shopping Mall as a site for the assembly plant.

5. Remarks by the Special Adviser, Market Development

In response, the Special Adviser on Market Development expressed satisfaction with the proposal and affirmed that the government had directed the search for serious investors to utilize the Zamfara Shopping Mall. Given DHINAT GLOBAL VENTURES LTD's status as an indigenous Zamfara company, he indicated the government's readiness to engage in negotiations.

6. Interactive Session

During the discussion, participants acknowledged the strategic importance of granting the Zamfara Shopping Mall to DHINAT GLOBAL VENTURES LTD Prime Global Concept. Key benefits identified included technology transfer, job creation, economic diversification, market development, and revenue generation for Zamfara State. The meeting also noted that the Shopping Mall had suffered vandalism.

7. Resolutions

Following deliberations, the meeting reached the following resolutions:

a. The Zamfara Shopping Mall should be allocated to DHINAT GLOBAL VENTURES LTD Prime Global Concept for the proposed project. b. Any previous agreement with other companies should be terminated due to non-performance over the past two years. c. A joint committee comprising the Director of ZIPA, the Special Adviser on Market Development, and the MD of DHINAT GLOBAL VENTURES LTD was assigned to visit the site and report on its current condition. d. Additional meetings shall be convened as necessary to facilitate the process.

8. Adjournment

There being no further business, the meeting was adjourned at 6:51 PM.

REPORT ON INSPECTION VISIT TO ZAMFARA SHOPPING MALL

Following the resolution reached at the tripartite meeting involving DHINAT GLOBAL VENTURES LTD Prime Global, the Department of Market Development, and the Zamfara State Investment Promotion Agency (ZIPA), a committee was constituted to assess the current state of the Zamfara Shopping Mall, Kabugawa, Gusau, ahead of its proposed lease to DHINAT GLOBAL VENTURES LTD Prime Global.

The committee comprised the following members:

- Umar Muhammad — ZIPA
- Mansur Abdu — ZIPA
- Aliyu Nuhu — Department of Market Development
- Musa Yusuf Gafai — DHINAT GLOBAL VENTURES LTD Prime Global

The committee visited the site and made the following observations:

1. There is currently no electricity supply to the premises.
2. There is no running water on-site.

3. The structural integrity of the building remains intact.
4. All windows and doors are in good condition, with no signs of damage or breakage.
5. Electrical fittings within the building appear to be properly installed and intact.
6. External security lighting needs to be installed.
7. Air conditioning units on the ground floor have been removed.
8. General cleaning of the building is required.
9. Some door keys are missing and need to be replaced.
10. The surroundings of the building require thorough cleaning and clearing.

The committee recommends that the identified issues be resolved before the final handover and lease of the facility to DHINAT GLOBAL VENTURES LTD Prime Global. The company has expressed interest in undertaking the renovation works themselves and requested to be granted the opportunity to do so.

BREAKDOWN OF PROPOSAL BY DHINAT GLOBAL VENTURES LTD PRIME GLOBAL FOR THE RENOVATION OF ZAMFARA SHOPPING MALL

DHINAT GLOBAL VENTURES LTD Prime Global has submitted a proposal regarding the renovation and lease of the Zamfara Shopping Mall, Kabugawa, Gusau, Zamfara State, to transform it into a world-class electronic hub. The key components of the proposal are as follows:

1. Lease Terms: Proposes to lease the Zamfara Shopping Mall at an annual rate of ₦7,500,000 for a period of ten (10) years, totalling ₦75,000,000.

2. Payment Plan:

- 60% of the total lease sum will be paid immediately upon issuance of the offer.
- The remaining 40% will be paid after five (5) years.

3. Renovation and Infrastructure Commitments:

Air Conditioning:

- Installation of 149 air conditioning units (including for the mosque) at an estimated cost of ₦56,000,000.

Electrical Repairs:

- Estimated cost for complete electrical repairs: ₦30,000,000.

Cooling System:

- Installation of 70 units of two (2) horsepower inverter air conditioners at a cost of ₦800,000.
- Provision of a borehole and reconnection of solar systems estimated at ₦5,500,000.

4. Security Enhancements:

Perimeter Security:

- Installation of electric barbed wire at the front and ordinary barbed wire at the back, covering a total wall length of 645 meters.
- Use of iron angle bars, totaling 475 pieces, estimated at ₦6,000,000.

Windows and Access Control:

- Installation of 170 iron rod window burglar protectors.
- Iron angle at ₦65,000 x 170 units, totaling ₦11,050,000.
- Keys repair and replacement estimated at ₦5,000,000.

✓ **TOTAL FOR THE PROPOSED REPAIRS: ₦98,810,000.00** ✓ **PROPOSED LEASE AMOUNT: ₦75,000,000.00** ✓ **GRAND TOTAL EXPENDITURE: ₦203,810,000.00**

LEASE AGREEMENT

BETWEEN

ZAMFARA STATE GOVERNMENT (*Acting through the Department of Markets Development*)

AND

DHINAT GLOBAL VENTURES LTD PRIME GLOBAL LTD

THIS LEASE AGREEMENT is made this day of 2025

BETWEEN

1. Zamfara State Government, acting through the Department of Markets Development, located at Administrative Block, Central Market, Gusau, Zamfara State, Nigeria (hereinafter referred to as the "Lessor" which expression shall, where the context admits, include its successors-in-title, assigns and legal representatives), of the one part.

AND

2. Dhinat Global Ventures Ltd Prime Global Limited, a company limited by shares, incorporated under the Companies and Allied Matters Act 2020 with RC No. 1720424, and having its registered office at No. 23 IBB Way, Kofar Kaura, beside Glo Office, Gusau, Zamfara State (hereinafter referred to as the "Lessee" which expression shall, where the context admits, include its successors-in-title, assigns and legal representatives), of the other part.

WHEREAS

- i. The Lessor is the holder of title and authority over the property known and situated at Kabugawa, Opposite Fatima Shema Housing Estate, Zamfara Local Government Area, Gusau, Zamfara State, more particularly described in the Second Schedule to this Agreement (hereinafter referred to as the "Demised Property").
- ii. The Lessor is desirous of leasing the Demised Property to the Lessee for commercial purposes, and the Lessee is willing to take the same on lease for the agreed term, upon the conditions set out herein.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. LEASE AND RENT

1.1 The Lessor hereby leases the Demised Property to the Lessee for a term of ten (10) years, commencing from the date of execution of this Agreement, together with all rights, fixtures, and appurtenances thereto.

1.2 In consideration of the lease, the Lessee shall pay rent to the Lessor as follows:

i. ₦50,000,000 (Fifty Million Naira only) in advance, covering the first five (5) years (2025–2030). ii. For the remaining five (5) years (2030–2035), the rent shall be mutually reviewed and agreed by both parties based on prevailing economic realities, inflation, and market value.

1.3 Rent-Free Period: The Lessor agrees that the Lessee's rent shall commence only after the first six months of the date of payment of the rent, in order to allow the Lessee to undertake necessary repairs, renovations, and business adjustment on the Demised Property.

1.4 All payments shall be made in advance into the designated Treasury Single Account (TSA) of the Zamfara State Government as specified in the First Schedule.

1.5 Late payment of rent shall attract a penalty interest of 5% per month on the outstanding sum.

2. RENT REVIEW

2.1 Rent shall be subject to review once every five (5) years taking into account: i. Inflation rates ii. Prevailing rental value of similar properties in Gusau metropolis, Zamfara State

2.2 Such review shall be documented in writing, signed, and annexed as an addendum to this Agreement.

3. POSSESSION & USE

3.1 The Lessee shall use the Demised Property strictly for lawful commercial purposes such as retail trading, banking, restaurants, and office accommodation.

3.2 The Lessee shall not use the Demised Property for illegal, immoral, or hazardous activities, nor engage in any act that constitutes a nuisance or breaches any law.

4. OBLIGATIONS OF THE LESSEE

The Lessee covenants and agrees:

a) To pay rent and other agreed charges promptly. b) To bear and pay all utility bills (electricity, water, waste disposal) during the tenancy. c) To maintain the interior of the Demised Property in good and tenantable condition, reasonable wear and tear excepted. d) Not to assign, transfer, or sublet the Demised Property or any part thereof without the prior written consent of the Lessor. e) Not to make structural alterations without the prior written approval of the Lessor. f) To allow the Lessor or its authorized agents access at reasonable times for inspection or maintenance. g) To employ and engage qualified indigenous persons from Zamfara State, in line with local content policies. h) To return the Demised Property at the expiration or earlier termination of this lease in good condition, save for normal wear and tear.

5. OBLIGATIONS OF THE LESSOR

The Lessor covenants and agrees:

a) To guarantee quiet enjoyment of the Demised Property by the Lessee throughout the term, provided rent and covenants are observed. b) To keep the structure, external walls, roof, and foundations of the building in a sound condition. c) To indemnify the Lessee against any claims arising from defective title or breach of ownership. d) Not to lease, transfer, or encumber the Demised Property to third parties during the subsistence of this lease. e) To provide reasonable support to the Lessee for the successful operation of its commercial activities in Zamfara State.

6. TERMINATION

This Lease may be terminated before expiry upon the occurrence of any of the following:

a) By mutual agreement of both parties in writing. b) By either party, upon giving twelve (12) months' written notice to the other party. However, the Lessor shall not exercise this right within the first five (5) years of the term. c) If the Lessee abandons the property for more than six (6) consecutive months, after written notice and failure to remedy same within 60 days. d) If the Lessee fails to pay rent for six (6) months after it falls due, the Lessor may re-enter and repossess the property. e) If the property becomes uninhabitable due to circumstances beyond the control of either party (force majeure), the Lessor shall refund unutilized rent on a pro-rata basis.

7. INSURANCE

7.1 The Lessee shall, throughout the lease, maintain appropriate insurance coverage for: i. Fire and allied perils ii. Public liability iii. Property damage caused by its business operations

7.2 The Lessor shall maintain insurance for the structural integrity of the Demised Property.

8. DISPUTE RESOLUTION

8.1 Any dispute arising out of this Agreement shall first be resolved amicably through good-faith negotiation.

8.2 Where unresolved, the matter shall be referred to the Zamfara State Multi-Door Courthouse for mediation or arbitration under the Arbitration and Conciliation Act, Cap A18 LFN 2004.

8.3 Any arbitral award shall be binding, subject to the right of either party to challenge same in court on grounds permitted by law.

9. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations where such failure results from events beyond its control, including natural disasters, war, epidemic, or government action.

10. GOVERNING LAW & REGISTRATION

10.1 This Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.

10.2 The parties agree that this lease shall be duly stamped and registered at the Zamfara State Lands Registry, and relevant stamp duties paid by the Lessee.

SCHEDULES

FIRST SCHEDULE (Rent Payment)

i. 2025–2030: ₦50,000,000 (advance payment) ii. 2030–2035: Rent to be reviewed and agreed in writing, based on prevailing economic indices and market conditions in Gusau, Zamfara State.

SECOND SCHEDULE (Description of Property)

The Zamfara Shopping Mall, situated at Kabugawa, Opposite Fatima Shema Housing Estate, Zamfara Local Government Area, Gusau, Zamfara State, as further detailed in the attached site plan and table of floor spaces (Ground Floor, First Floor, and Second Floor).

EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

SIGNED & SEALED for the LESSOR

ZAMFARA STATE GOVERNMENT was hereunto affixed in the presence of:

i. Name: Signature: Designation:
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ii. Name: Signature: Designation:
.....

The common seal of the within named LESSEE

DHINAT GLOBAL VENTURES LTD PRIME GLOBAL LTD was hereunto affixed in the presence of:

i. Name: Signature: Designation:
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ii. Name: Signature: Designation:
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