

MEMONDARUM OF UNDERSTANDING

This Memorandum of Understanding in relation to the arrangements for sale of land agreement is made on this 01 day of April 2020.

BETWEEN

ILULA ORPHAN PROGRAM (IOP) a Non-Government Organisation with Registration No.00NGO/R2/000374 of P.O. Box 151 MAZOMBE, IRINGA TANZANIA (hereinafter called "the IOP")

AND

FARM FOR THE FUTURE TANZANIA LIMITED, a Company incorporated under the Laws of Tanzania with Registration No.136366610 of P.O. Box 181, MAZOMBE IRINGA, and TANZANIA (hereinafter called "the FFF).

WHEREAS;

The IOP is owning a land property title no 10658 hereinafter referred to as "the land" located along Image ROAD, Masukanzi Village, Kilolo District, Iringa Region and the FFF is leasing the said land from IOP. The lease agreement is also forming an attachment to this Memorandum.

OPERATIVE PROVISIONS:

1. BASIC OUTLINE:

- 1.1. This Memorandum sets out in basic outline the principles that the parties have provisionally agreed.
- 1.2. During the term of this Memorandum the parties will negotiate in good faith formal legal agreements with each other so that to enable the FFF purchase the leased area. For purpose of this Memorandum, the leased area means the area around underneath and around the buildings that the FFF has already constructed and shall in the future construct. It being understood that this area is approximately 4.3 Hectares (4 Ha at the headquarters and 0.3 at the milking area).
- 1.3. The parties acknowledge that at any time of the operation of the lease agreement, the IOP shall sell the leased area to the FFF to the consideration of TZS 2,000,000 (Tanzania shillings two million) per hectare.



1.4. That, prior to selling the land by IOP and purchasing the land by FFF the either party may at any time prior to the execution and entry into Sale of Land Agreement terminate the lease agreement in accordance with Clause No.10 of the Lease Agreement.

2. LEGAL STATUS OF MEMORANDUM:

2.1. Unless and until the final Agreement is approved and executed between the parties then clause 1.3 and 1.4 of this Memorandum are intended to create legal obligations between the parties.

3. EXCLUSIVE NEGOTIATIONS:

3.1. Each party undertakes that for the whole period of lease agreement and until termination of the same lease agreement by either party subject to clause 1.4 of this Memorandum, the IOP shall not without the prior written consent of the FFF enter into negotiations or discussions with another person or entity for participation for selling the leased area.

4. CONFIDENTIALITY:

4.1. Each party undertakes that for all period prior to signing of the Sale of Land Agreement shall treat the information disclosed in this Memorandum confidential.

4.2. Neither party will intentionally disclose the other's confidential information to third parties other than those of its employees, consultants and sub-contract who need to have such information for the purposes of this Agreement, and shall ensure that such recipients shall be bound by the same confidentiality obligations as set out in this clause.

5. TERMINATION:

5.1. This Memorandum shall continue in full force and effect until signature of the Sale of Land Agreement or such other date as parties may otherwise agree.

6. GOVERNING LAW:

6.1. This Agreement and all matters arising from it including disputes and any disputes resolutions shall be governed by and construed in accordance with the law of the United Republic of Tanzania and the parties will submit to the exclusive jurisdiction of the Courts in Tanzania.



7. SIGNATURES:

SIGNED BY THE PARTIES on the date at the top of this document.

SEALED with a COMMON SEAL of

ILULA ORPHAN PROGRAM (IOP)
This 02nd of April 2020



SIGNED BY:

1. Name: Rev. GODFREY WALALAZE
Signature: [Signature]
Position in the Organization: BOARD CHAIR PERSON
Postal Address: BOX 395 LUSHOTO
2. Name: EDSON MSIGWA
Signature: [Signature]
Position in the Organization: MANAGING DIRECTOR
Postal Address: BOX 151 MAZOMBE

BEFORE ME:

Name: MWAKIBOLWA DAVID
Signature: [Signature]
Postal Address: 1821 IRINGA



Qualification: NOTARY PUBLIC & COMMISSIONER FOR OATHS

SEALED with a COMMON SEAL of

FARM FOR THE FUTURE TANZANIA LIMITED in
This 02nd day of April 2020



SIGNED BY:

Name: OSMUND HELAND
Signature: [Signature]
Position in the Company: Board chairperson
Postal Address: Fareland Lopen 19, 0282 OSLO, NORWAY

BEFORE ME:

Name: MOSES AMBINDWILE
Signature: [Signature]
Postal Address: 2564 - IRINGA



Qualification: NOTARY PUBLIC & COMMISSIONER FOR OATHS