

BY Bm

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Attached is copy of the Original
 Date: 25/08/2014
 Signed: [Signature]
 Sign: DAVIS K. MUZAHULA
 Advocate, Notary Public & Commissioner
 for Oaths

Access and Option Agreement

between

Upopo Tanzania Limited

and

Mng'elenge Village Council

JS

Handwritten signature and date: 02/03/2019

Handwritten initials: JL

Handwritten initials: JS

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Access and Option Agreement dated

04.02, 2019

Parties

Upepo Tanzania Ltd, a private company duly incorporated in Tanzanian with its registered address at St. Augustine University of Tanzania, Administration block, Malimbe-Nyamagana, Mwanza (the Company); and

Ming'enge Village Council, a village council registered by the President's Office under the Regional Administration and Local Government with registration number 361 and located at Ming'enge Village (the Village Council)

Introduction

A The Village Council have jurisdiction over and responsibility for the management of the area of land in the Village as shown in Schedule 1 (the Land).

B The Landholders are holders of the portion of the Land as recognised by the Village Council as listed under Schedule 2

C The Company wishes to enter into an agreement with the Village Council and Landholders to regulate the access to the Land for purposes of conducting the feasibility studies to develop a renewable power project (the Project).

D The Village Council and the Landholders have agreed that the Village Council will execute this agreement on behalf of the Landholders.

E Upon completion of the initial studies, the Company will be granted an Option (as defined below) as indicated in the Option Notice (as defined below). The Company undertakes to pay the relevant statutory Compensation for the Option in line with Tanzanian law.

F The Company is foreign owned, which under the Land Act can only be designated land through the Tanzania Investment Centre.

G The Village Council and Landholders agrees to grant the Company access to the Land for the purposes described in this Agreement. The Village Council and Landholders have further agreed to grant Company an Option (as defined below) in accordance with the terms of this Agreement.

It is agreed

1 Definitions and interpretation

1.1 In this Agreement, unless the context requires otherwise:

(1) **Access Fee** means the fee payable to the Village Council and Landholders at the commencement of the Access Term and any other fees payable in the Extended Term;

(2) **Access Term** means the period of 5 years from the Signature Date or on earlier termination at the issue of the Option Notice;

(3) **Agreement** means this access and option agreement;

Notarized copy of the Original
Date: 29/02/2019
Sign: DAVIS K. MUZAHUWA
Advocate, Notary Public & Commissioner for Oaths

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- (4) **Assistant Commissioner of Lands** means the assistant to the Commissioner of Lands;
- (5) **Business Day** means any day other than a Saturday, Sunday or official public holiday;
- (6) **Compensation** means in relation to the Option, an amount agreed upon based on the market value of the land subject to the Option determined by the land valuation report issued by a government land valuer;
- (7) **Commissioner of Lands** means the commissioner of lands as appointed under the Lands Act, Cap 113;
- (8) **District Council** means the Wangiing'ombe district council registered by the President's Office under the Regional Administration and Local Government;
- (9) **Extended Term** means the period of not more than 2 years at the expiry of the Access Term without the exercise of the Option;
- (10) **Landholders** mean the landholders persons who hold rights over areas of the Land which are under the authority of the Village Council in the Makambako District and a Landholder means, as the context requires, any one of them as listed as per Schedule 2;
- (11) **Minister of Lands** means the minister appointed by the President to head the Ministry of Lands;
- (12) **Ministry of Lands** means the ministry responsible for land matters;
- (13) **Option** means the rights granted to the Company in terms of clause 10 below, which includes but is not limited to the sole and exclusive option to have the land which is found to be commercially feasible (following the feasibility study to be carried out on the Land); (1) designated to the Tanzania Investment Centre (TIC) in order to develop the Project in line with Tanzania law (following which, TIC will issue a derivative title in the name of the Company); and (2) designated as access roads and for easements of the gnd connection, in each case as shall be marked in the Option Notice (defined below) on the terms and conditions set out in the property purchase agreement;
- (14) **Option Notice** means the option notice in the form set out in Schedule 4 to this Agreement designating the areas for Option;
- (15) **Payment Calculation** means the formula to calculate the amount each individual Landholder or Village Council will receive from the fees paid by the Company during the Access Term and Extended Term as follows:
- 6/13 of the fees paid on either the Access Term or the Extended Term for the Landholders
- 7/13 of the fees paid on either the Access Term or the Extended Term for the Village Council
- (16) **Power of Attorney** means the power of attorney signed by each of the Landholders appointing the Village Council as their attorney for this Agreement as provided in Schedule 3;
- (17) **President** means the President of the United Republic of Tanzania;



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(18) **Registrar of Titles** means the registrar appointed under the Land Registration Act, Cap 334;

(19) **Signature Date** means the date of the last signature to this Agreement;

(20) **Transition Term** means the period within which the provisions of Schedule 5 apply;

(21) **Village** means the Ming'elenge village registered as such under the Local Government (District Authorities) Act, Cap 287 and located in located in Wang'ombe ward, Wang'ombe District, Njombe region, Tanzania; and

(22) **Village Assembly** means the village assembly of that village.

1.2

Any reference in this Agreement to:

(1) a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;

(2) **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and

(3) **person** means any natural person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality);

1.3

Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

The headings do not govern or affect the interpretation of this Agreement.

1.4

If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Agreement.

1.5

Unless the context indicates otherwise words denoting gender include all genders; the singular includes the plural, and the plural includes the singular.

1.6

Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.

1.7

Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.

1.8

The words "including" and "in particular" are without limitation.

1.9

Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.

1.10

Any reference to a document or instrument includes the document or instrument as assigned, ceded, delegated, novated, altered, supplemented or replaced from time to time.

1.11

A reference to a Party includes that Party's successors-in-title and assignors.

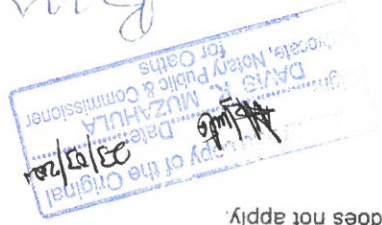
1.12

A time of day is a reference to Dar es Salaam time.

1.13

The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

1.14



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The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.

2 Parties

2.1 The Village Council and the Landholders have agreed that the Village Council will execute this Agreement on behalf of the Landholders. Each of the Landholders issued a Power of Attorney to the Village Council for the purpose of this Agreement.

2.2 The Village Council shall represent the Landholders in all matters relating to the execution and implementation of this Agreement. The duties of the Village Council as an attorney shall include but not limited to signing the Agreement, registration of any document in relation to the Agreement and receiving funds on behalf of the Landholders as provided in clause 5.

3 Access to the Land

3.1 This Agreement shall commence on the Signature Date and shall endure through the Access Term, Extended Term and Transition Term unless terminated earlier.

3.2 The Village Council and the Landholders grant to the Company an exclusive right to access the Land and carry out the activities under clause 6 to this Agreement during the Access Term in accordance with approvals of the Village Assembly, Village Council and District Council.

3.3 In the event that the Option is not exercised at the expiry of the Access Term, the Village Council and Landholders will grant the Company an exclusive right to access the Land during the Extended Term at the same terms and conditions as provided in the Access Term.

3.4 The Extended Term shall commence automatically at the expiry of the Access Term and continue during the Extended Term unless the Company gives the Village Council and Landholders written notice terminating this Agreement.

3.5 Upon expiry of the Extended Term and where no Option has been exercised, this Agreement shall terminate.

3.6 The Village Council and Landholders also grants to the Company an exclusive right to access the Land during the Transition Term.

4 Exclusivity

4.1 The Village Council and Landholders shall not grant any right in or to the Land to any other person who is similar to or potentially in conflict with the rights granted to the Company by or under this Agreement.

4.2 In the event the Village Council and Landholders receives any requests for access to the Land by third parties wishing to carry out studies or surveys which may potentially conflict or interfere with the rights granted to the Company, the Village Council and Landholders will promptly inform the Company.

4.3 The Village Council, the Landholders, the Company and third party shall agree on any rights to access the Land that will be awarded to the third party that will not affect the activities for the Project during the Access Term, Extended Term and Transition Term and any the development of the Project once the Option is exercised.

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5	Access Fees	<p>5.1 The Company shall pay the Village Council and Landholders Access Fees for the Access Term and Extended Term.</p> <p>5.2 The Company shall pay the Village Council an amount of TZS 13,000,000 as fees applicable for the use of the Land during the Access Term.</p> <p>5.3 The Company shall pay the Village Council an amount of TZS 6,500,000 as fees payable for the use of the Land during the Extended Term.</p> <p>5.4 The Village Council shall receive all Access Fees paid under this clause 5 and shall distribute to the Landholders in accordance to the Payment Calculation.</p> <p>5.5 The Company shall pay the Village Council an amount of TZS 1,000,000 in case it installs an additional wind measuring mast according to the right granted in clause 6.1(1). This amount will be the compensation for the wind measuring mast itself and all related necessities, such as tensile ropes, anchors, access tracks and security service during preparation, construction and operation. The Village Council will distribute the amount partly to the affected parties, which can be the Village Council or Landholders according to the actual impacted area of each.</p> <p>5.6 The Access Fees shall be paid 14 days after the Signature Date once the Village Council issues a written notice of payment to the Company which provides the bank details for payment.</p> <p>5.7 The Access Fees shall be distributed to the individual Landholders through the Village Council within 7 days from date of payment by the Company who will also provide a written confirmation of payment to the Village Council and the Landholders.</p> <p>5.8 Any fees payable during the Access Term and Extended Term shall only be a one-time payment made from the Company to the Village Council and Landholders.</p> <p>5.9 There will be no fees payable during the Transition Term.</p>
6	Company Rights	<p>6.1 During the Access Term, Extended Term and Transition Term, the Company shall have the exclusive right to carry out activities on the Land for the development of the Project, including:</p> <ol style="list-style-type: none"> (1) to install wind, solar, bird and bat monitoring equipment on the Land; (2) to maintain, service and retrieve information from the equipment; (3) to prepare access tracks to the equipment; (4) to carry out any surveys or studies, which include inter alia technical studies, environmental studies, geological surveys and assessments; (5) to erect any fencing to protect the equipment; (6) to display signs to identify the equipment as the property of the Company; (7) to have quiet enjoyment of the Land at all times; (8) the right to have access to the Land through any neighbouring land in the Village; and

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10.1	The Village Council and Landholders give the Company during the Access Term and Extended Term the irrevocable and exclusive right to exercise the Option over the Land as
10	Option
9.1	The Company shall pay the Village Council and Landholders all reasonable justifiable costs and expenses in connection with the negotiation, preparation, execution and performance by the Village Council and Landholders of this Agreement only if approved in advance by the Company.
9	Cost and Expenses
8.1	(1) no building and structure such as telecommunication towers, houses, etc. are constructed without the prior written consent of the Company, which may be withheld in the Company's absolute discretion;
	(2) any agricultural activities being carried out in the Land shall be allowed to continue during the Access Term and shall only cease for the specific areas subject to the exercise of the Option; and
	(3) they shall give notice of this Agreement, the access right, the option to acquire; and the right to exclusivity to any purchaser, lessee, mortgagee, transferee or other person having or taking or proposing to have or take any interest in the Land.
8	Land Restrictions
7.2	Any activities conducted by the Village Council and Landholders shall not:
	(1) obstruct the feasibility studies;
	(2) damage the Company equipment or the Land on site; or
	(3) hinder the feasibility studies carried on by the Company in any way.
7	Continued right of access and use
7.1	The Village Council and Landholders shall continue carrying out other activities on the Land subject to provisions of this clause 7.
6.3	Any wind, solar, bird, bat monitoring equipment, fence installed by the Company shall be deemed to remain the property of the Company and may, at the end of the Access Term or Extended Term, be removed by the Company from the Land.
6.2	The Company shall have a right to terminate this Agreement upon no less than one month's written notice to the Village Council and Landholders, if it is determined that the Land is not suitable for the Project. Such notice may be given at any time during the Access Term and the Extended Term.
	(8) the right to have access to the Land through any neighbouring land in the Village; and
	(9) to access water and to dig a well, which might be required during the Project development.

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- designated in the Option Notice for purpose of developing the Project for investment purposes.
- 10.2 The land subject to the Option will consist of land required for the wind turbines, access roads, easements for the grid connection and any supporting buildings and structures to enable the construction and operation of the wind turbines.
- 10.3 The Company is a foreign investor, who under the Land Act can only be designated land through TIC. As such, following the exercise of the Option, the land for the development of the Project as indicated on the Option Notice will be designated to TIC and the land to access the land to be designated to TIC will be marked as a road access and for easements of the grid connection and will be marked us such in the village land use plan.
- 10.4 The Option shall be exercised subject to the procedures in the Village Land Act, Cap 114, the Land Act, Cap 113, the Tanzania Investment Act of 1997 and the relevant rules and regulations and the payment of the Compensation.
- 10.5 The exercise of the Option is only limited to the land as designated in the Option Notice. The Option must be approved in accordance with the process as outlined in Schedule 5.
- 11 Village Council and Landholders' Covenants**
- 11.1 The Village Council and Landholders represent, warrant and covenant with the Company that:
- (1) the Village Council and Landholders has legal and beneficial title to the Land free and clear of all claims and encumbrances of any other person;
 - (2) this agreement is binding and enforceable under Tanzanian law;
 - (3) that annual rent due to the government in relation to the Land has been paid up to the date of signing this agreement; and
 - (4) in the event any third party rightfully claims an interest in the Asset that existed prior to this agreement, the Village Council and Landholders shall immediately advise the Company of the existence of such a claim.
- 12 Exercise of the Option**
- 12.1 Notice to exercise the Option may be given at any time and from time to time during the Access Term and Extended Term in respect of all or part of the Land by serving the Option Notice on the Village Council and Landholders. The Option Notice shall specify the land to which it relates.
- 12.2 Following the exercise of the Option and prior to the Company being issued a derivative title by TIC and the issue of the land use plan marking the access roads, and subject to the provisions of the relevant laws, the Company shall have full rights of access as provided during the Access Term and Extended Term in the Transition Term.
- 13 Continuing effects of this Agreement**
- This Agreement shall be binding on and shall inure for the benefit of each party's successors, assigns and personal representatives (as the case may be).

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- 14 **Survival of access rights**
Any access rights granted during the Access Term, Extended Term and Transition Term to the use of the roads and easements for the construction of the grid interconnection and an area of land for common use by the Village and Company shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 15 **Assignment**
The Company shall have the right to assign, sell or otherwise dispose of the whole or any part of its interest or benefit or rights or obligations under this Agreement at any time, including the rights of the Option under clause 10.
- 16 **Determination by an expert**
 - 16.1 Any dispute or difference as to the Compensation shall be referred to the District Council officials who are responsible for land matters. Any fees borne by the officials shall be equally paid by the parties who shall jointly and severally undertake liability to them for the payment thereof.
 - 16.2 The said official shall be deemed to be acting as an expert and not as an arbitrator and his decision as to the amount of the Compensation shall be final and binding on the Parties.
- 17 **Breach**
 - 17.1 Should either Party (Defaulting Party) breach any of the provisions of this Agreement, then the other Party (Aggrieved Party) may give the Defaulting Party 30 days' written notice or such longer period of time as the Aggrieved Party may specify in the notice, to remedy the breach. If the Defaulting Party fails to comply with the notice, the Aggrieved Party may:
 - (1) claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations that are due for performance; or
 - (2) cancel this Agreement upon written notice to the Defaulting Party where the breach constitutes a material breach.
 - 17.2 In either event without prejudice to the Aggrieved Party's right to claim damages or to exercise any other rights that the Aggrieved Party may have under this Agreement or in law.
 - 17.3 Any cancellation of this Agreement by the Aggrieved Party is effective on receipt of a notice of cancellation by the Defaulting Party (in the case of an irreversible material breach) or the date of the breach (in circumstances mentioned in clauses 17.1(2)).
 - 17.3 Any cancellation is without prejudice to any claim that either Party may have in respect of any breach of the terms and conditions of this Agreement by the other Party arising prior to the date of cancellation.
- 18 **General**
 - 18.1 This Agreement is the whole agreement between the Parties in regard to its subject matter.
 - 18.2 No addition to or variation or consensual cancellation of this Agreement, including this clause, has effect unless in writing and signed by the Parties.

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- 18.3 No indulgence by a Party to another Party, or failure strictly to enforce the terms of this Agreement, will be interpreted as a waiver or be capable of founding an estoppel.
- 18.4 The Parties undertake to do everything reasonable in their power necessary for or incidental to the effectiveness and performance of this Agreement.
- 18.5 Any illegal or unenforceable provision of this Agreement may be severed and the remaining provisions of this Agreement continue in force.
- 19 Notices and addresses
- 19.1 Notices
- 19.2 Addresses
- (1) Each Party chooses the physical address, fax number and/or email address corresponding to its name below as the address to which any Notice must be sent
 - (a) Party 1:
 - Physical address: c/o Saint Augustine University of Tanzania
 - Administration block, Malimbe-Nyamagana
 - P.O. Box 307, Mwanza
 - Email address: j.pendezza@rp-global.com
 - Marked for the attention of: Project Developer, and
 - Party 2:
 - Physical address: Mng'elenge village
 - P.O. Box 1092, Makambako
 - Email address: N/A
 - Marked for the attention of: Village Executive Officer
 - (b)
 - Any Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked in clause 19.2(1).
 - 19.3 Effective on receipt
 - (1) Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received:
 - (a) on the day of delivery, if delivered by hand to a responsible person at the recipient's physical address in clause 19.2. If delivery is not on a Business Day, or is after ordinary business hours on a Business Day, the Notice is deemed to be received on the Business Day after the date of delivery; and

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- 24 **Counterparts**
This Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.
- 23 **Jurisdiction**
The Parties unconditionally consent and submit to the exclusive jurisdiction of the High Court of Tanzania in regard to all matters arising from this Agreement.
- 22 **Applicable law**
This Agreement is governed by Tanzanian law.
- 21.2 The Village Council and Landholders will not make any press announcement or other release relating to or in connection with this Agreement without the prior written approval of the Company.
- 21.1 The Village Council, Landholders and the Company agree that the rights and obligations of the Village Council, Landholders and the Company under this Agreement, and the conditions and payments described in this Agreement are confidential.
- 21 **Confidentiality**
The Village Council, Landholders and the Company agree that the rights and obligations of the Village Council, Landholders and the Company under this Agreement, and the conditions and payments described in this Agreement are confidential.
- 20 **Language**
This Agreement and any amendments to it shall be executed in four original in the English language and four originals in the Swahili language. All notices required herein shall be written in the English language and shall be addressed to the Parties' authorized signatories' official addresses as indicated in clause 19.2(1). In the event of discrepancies or inconsistencies between the English and Kiswahili language, the English language version shall prevail.
- 19.4 **Service of legal process**
 - (2) Despite anything to the contrary in this Agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address in clause 19.2.
 - (1) Each Party chooses its physical address referred to in clause 19.2(1) as its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served.
 - (2) Any Party may by Notice to the other Party change its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served to another physical address in Tanzania.

IN WITNESS WHEREOF, the Village Council and Company hereby execute and agree to the terms and conditions of this Agreement on the date first set out above.

EXECUTED BY the Company

acting by

Signature: [Signature]
Name: Michael Haug
Designation: Project Manager
at ABO Lind 46

Signature: [Signature]
Name: JACOBO REWBEZA
Designation: REGIONAL PROJECT DEVELOPER

EXECUTED BY the Village Council

acting by

KUMASHAURI YA KIJILI MNG'ELENGE

Signature: [Signature]
Name: M. Lukwano
Designation: Chairperson of the Village Council

Signature: [Signature]
Name: MARYSA Luqoqo
Designation: Village Executive Officer, of Mng'elenge Village

**AFISA KIENDALI
KIJILI CHA MNG'ELENGE
VANGINGI CHAGE**

This Agreement is witnessed by the Wanging'ombe District Council

Signature: [Signature]

Name: KENNETH MASHAURI MASHAURI

Qualification: Advocate/Notary Public
Address: 651, NDUKUNDA

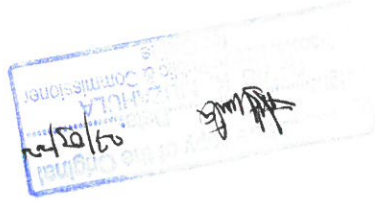
Witnessed copy of the Original
Signed: [Signature]
Date: 23/07/2012
DAVIS K. MUZAHULA
Advocate, Notary Public & Commissioner for Oaths

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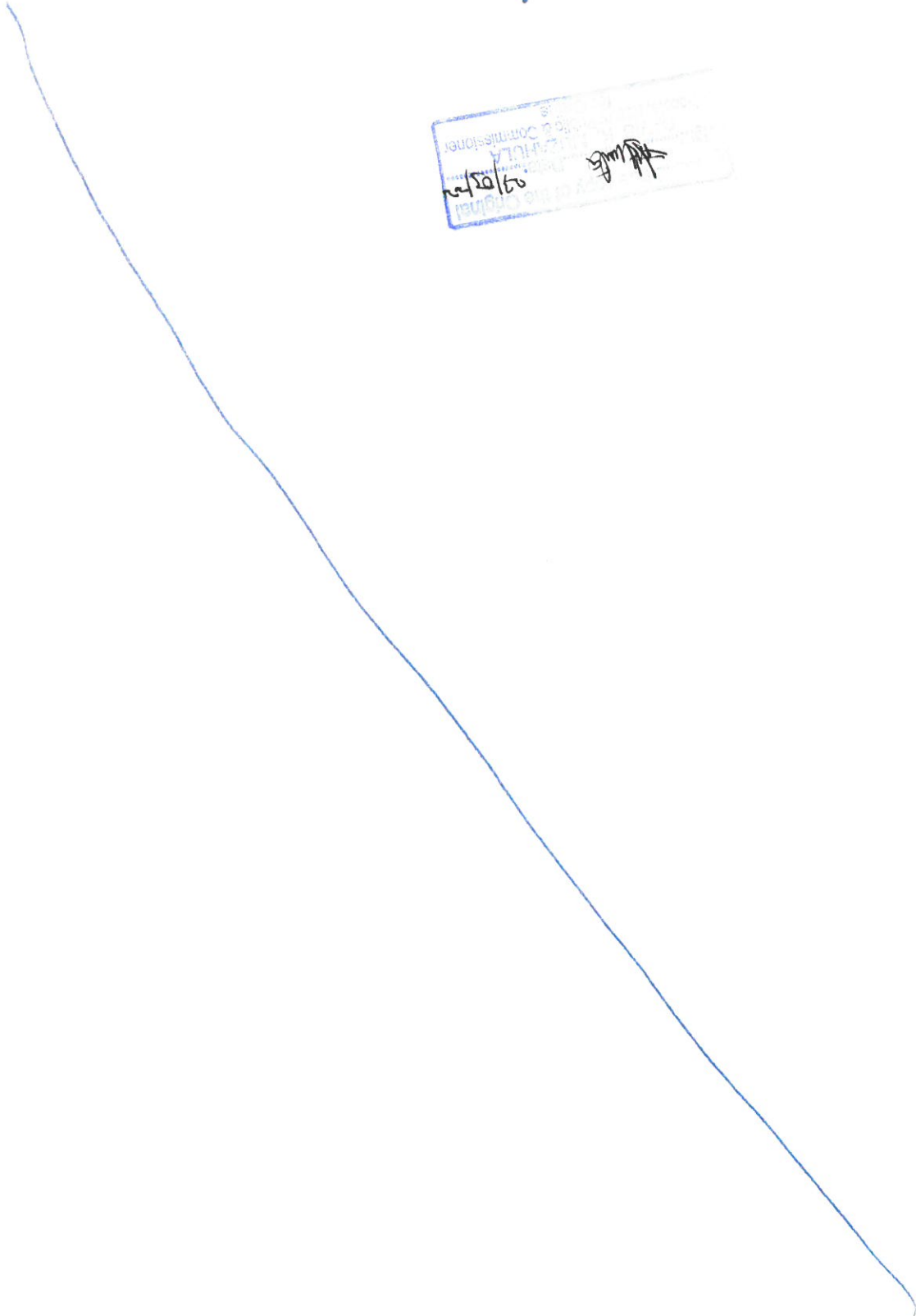
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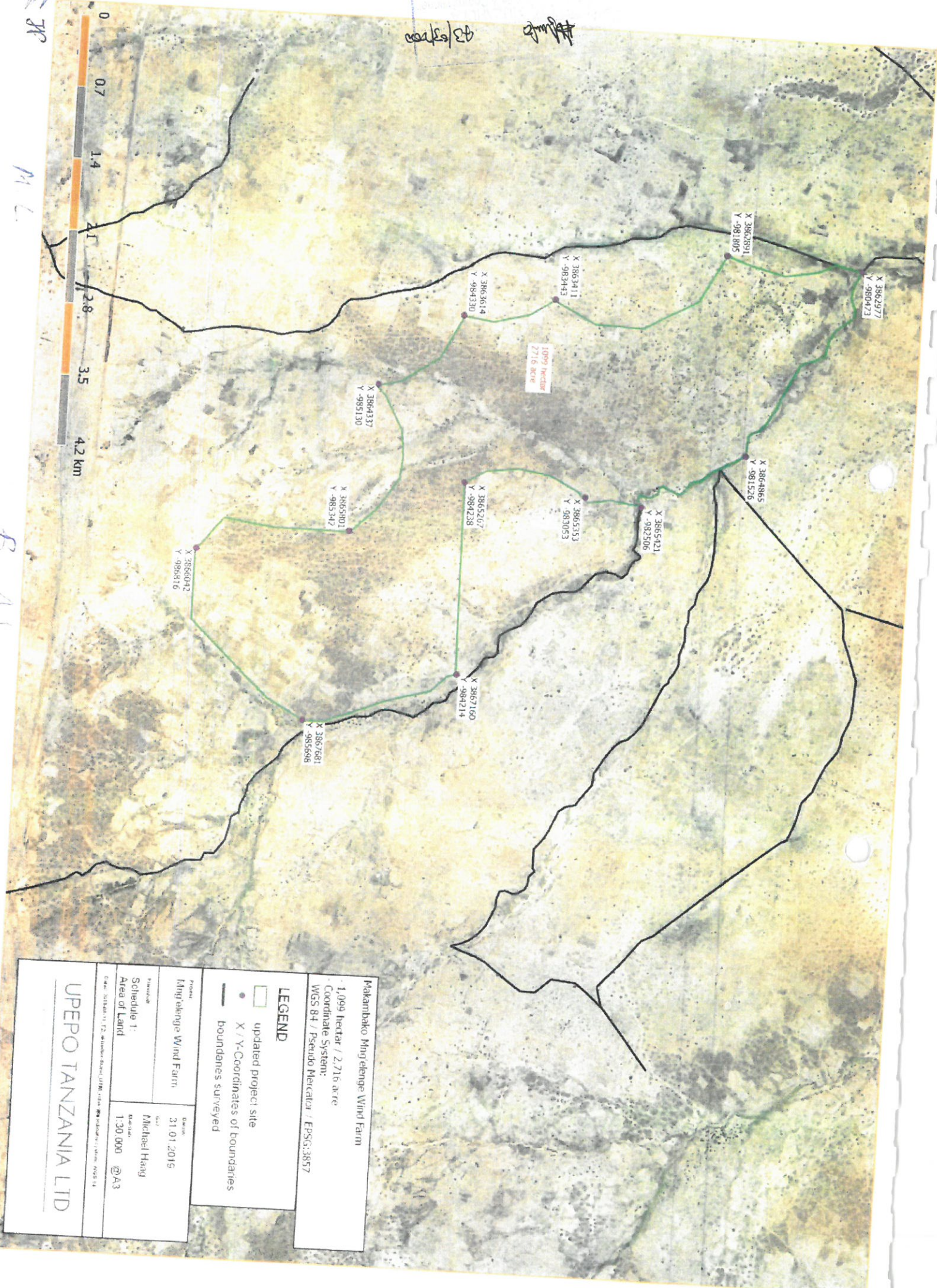


Schedule 1: Area of the Land

Handwritten notes at the top of the map, possibly indicating a date or location: "23/07/2015" and "M.C."

M.C.

B.A.L.



Mkakambako Kingelenge Wind Farm
 1,099 hectare / 2,716 acre
 Coordinate System:
 WGS 84 / Pseudo Mercator / EPSG:3857

LEGEND

- updated project site
- X / Y-Coordinates of boundaries
- boundaries surveyed

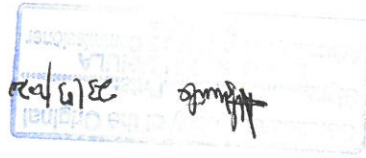
Project	Date
Kingelenge Wind Farm	31.01.2015

Surveyed	Scale
Schedule 1: Area of Land	Michael Hang 1:30,000 @A3

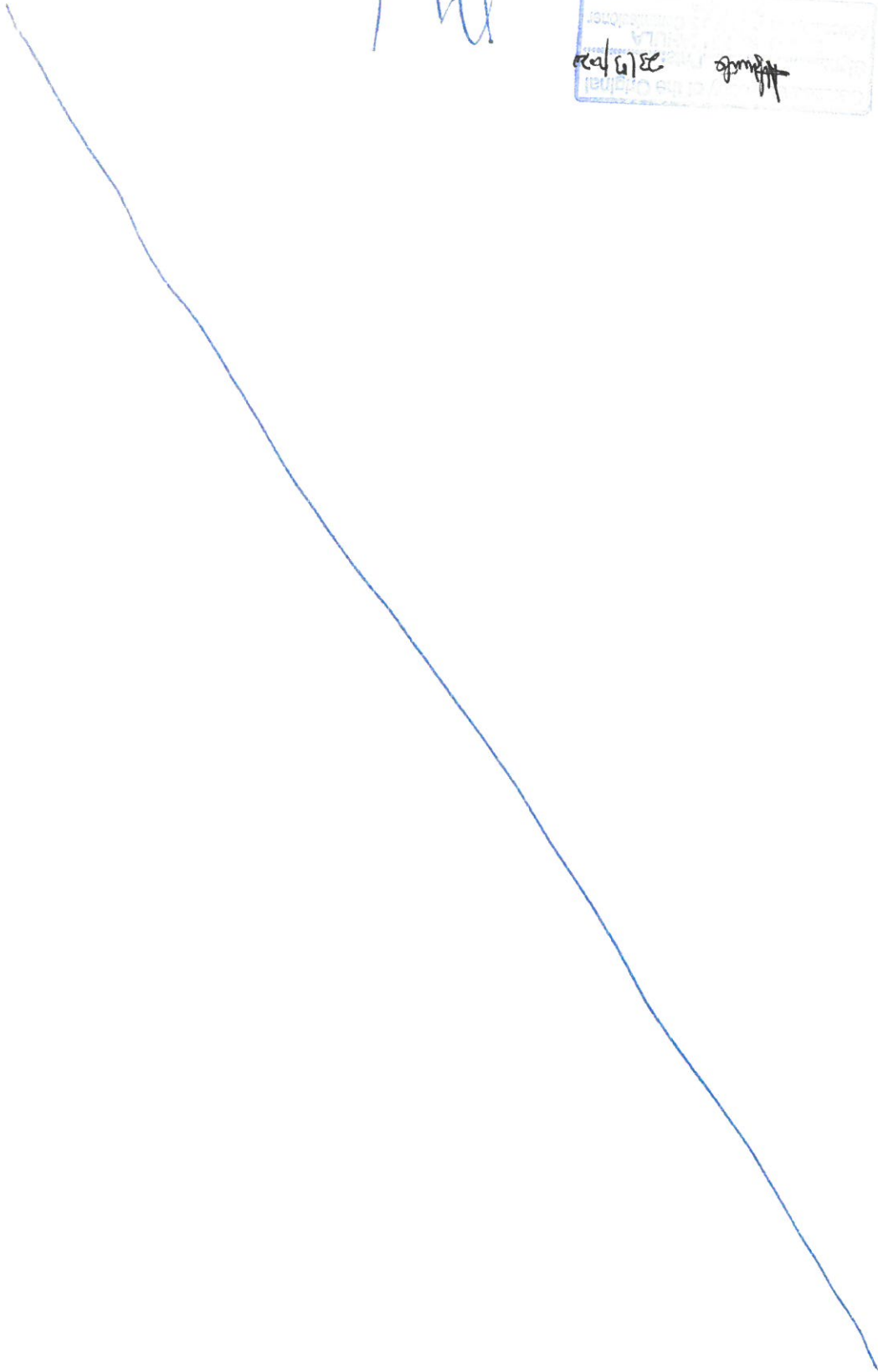
UPPEO TANZANIA LTD

Handwritten scribbles and initials at the top left.

Handwritten initials 'M L' in the top center.



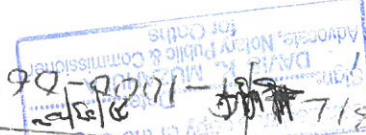
Handwritten initials 'JP' at the top right.



Schedule 2: List of the Landholders and size of the areas held

KARYA (ATA ANABELENTEN)
 MA KAREER TA KAFANRA LEHANG
 MA (LIFE) GAZANIA LTD (TAS 08/01/11)

131	HENRY XILIMBIL	1000-0618-876-6-EKA.3.	M
130	GEORAS XISMBAYAN	1-1000-1560-376-8 EKA.10.	
129	TASIM CITTARA	1-1000-1560-422-5 = EKA.2.	
128	DANDA XIMELA	1-1000 0618 715 8 = EKA.5	
127	ZELLA XADABANE	1-1000 1560 324 8 = EKA.6	
126	SATHE XIRATE	1-1000-0618-364-0 EKA.6	
125	MICHAEL KANUNGU	= EKA.3.	
124	XNABU XIRATE	= EKA.3.	
123	TUSPIA XIRATE	= EKA.3.	
122	XMINA XIRATE	= EKA.8.	
121	SATUAN XIRATE	276738 =	
120	BABLO XIRATE	1-1000-0618-676-3 = EKA.7.	
119	SUDDI XIRATE	1-1000-1560-052-4 - EKA.6.	
118	XATHINI XIRATE	1-1000-1560-472-1 = EKA.10.	
117	XIRATE XIRATE	1-1000-0213-163-8 = EKA.6.	
116	XIRATE XIRATE	1-1000-1560-324-5 = EKA.7.	
115	SATDI CITTARA	1-1000-0618-855-3 = EKA.9.	
114	XIRATE XIRATE	1-1000-0618-917-7. EKA.8	
113	XIRATE XIRATE	1-1000-1560-357-7. 1/2	
112	KASIM CITTARA	= EKA.5	
111	BASTRI CITTARA	1-1000-0213-406-8 = EKA.7.	
110	HASSAN XIRATE	1-1000-1550-234-6 = EKA.7.	
109	XIRATE XIRATE	1-1000-0213-124-7.3	
108	SELWAN XIRATE	1-1000-1560-414-4 = EKA.7.	
107	XIRATE XIRATE	1-1000 1560 3261 = EKA.3.	
106	MICHAEL XISMBAYAN	1-1000-1560-181-1 = EKA.3.	
105	STARBU XIRATE	= EKA.2.	
104	MURTHU XIRATE	1-1000-1560-337-0 = EKA.2.	
103	ANINA XIRATE	1-1000-0213-174-3 = EKA.6.	
102	HADJA KAMBO	1-1000-0213-174-3 = EKA.6.	
101	SOEN XIRATE	1002196924 = EKA.7.	
	DINA KAMU		



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10/12/12
10/12/12
[Signature]

ML

Bm

10/12

Schedule 3: Copies of the Power of Attorney

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AP

Notarized the copy of the Original
Data
Sign: *[Signature]*
DAVIS K. MUZAMUZA
Advocate, Notary Public & Commissioner
for Oaths

Name: _____
Designation:
For and on behalf of [●]

Yours faithfully

We refer to the Access and Option Agreement (Option Agreement) dated [●] 2018 made between yourselves and ourselves, relating to the Option.
Terms defined in the Option Agreement have the same meaning herein.
We hereby give you notice that we [wish to exercise the Option] [do not wish to exercise the Option] in accordance with the terms and conditions of the Option Agreement [for the area of interest as indicated in the annexure attached to this Option Notice].

Schedule 4: Form of Option Notice

Date : [●]
To : [Village Council]
Cc : [District Council]
From: [Upopo Tanzania Limited]

[NOTICE OF EXERCISE OF OPTION] OR [NOTICE NOT TO EXERCISE THE OPTION]

Schedule 5: Steps after the issue of the Option Notice

- 1 The Company resolves to exercise the Option to purchase the land and notify the Parties to this Agreement in writing in the format provided in Schedule 4.
- 2 The Company applies for land through TIC, stating the location of the land and the nature of the Project to be undertaken.
- 3 The Company liaises with the District Council and Village Council with regards to the exercise of the Option.
- 4 The Village Council and Village Assembly are convened to discuss the matter and submit the minutes arising thereof to the respective District Council.
- 5 The Parties discuss and resolve the preparation of village land use plan, survey of the land, valuation of land subject to the Option, payment of compensation and conducting environmental Impact Assessment (EIA).
- 6 The District Council approves the village deliberations and forwards to the Ministry of Lands.
- 7 The Minister for Lands submits the whole casework to the President for final approval.
- 8 After the President's approval, the village land form number 8 is prepared and gazetted stating that after 90 days, the land to be designated to TIC will be transferred from village land to general land. Thereafter if no objection is raised, the land to be designated to TIC will be transferred to general land.
- 9 The Assistant Commissioner of Lands prepares and issues land form number 1 for gazettment and copies are served upon the Chief Executive Officer of TIC and authorized land officers for signatures.
- 10 The Land Form No. 1 is gazetted by the Assistant Commissioner for Lands through government notice (G.N.).
- 11 The national land allocation committee is convened to discuss and approve the allocation of land to the Company.
- 12 After the approval of the national land allocation committee, the Company, where applicable, requests for the amendment of its certificate of incentives in order to include the titles for the land to be designated to TIC.
- 13 TIC will then request the Commissioner of Lands to issue an invoice for the Company for the fee (stamp duty, rent and premium) so as to prepare the granted right of occupancy in the name of TIC. Additionally, the Company will be required to pay to TIC 10% of the total cost as facilitation fees.
- 14 The Company will then submit to the Commissioner of Lands the proof of payment of relevant fees.
- 15 The Ministry of Lands prepares and issues to TIC acknowledge of payments form for TIC's Chief Executive Officer's signature. After signature the form is returned back to the Assistant Commissioner for Lands.
- 16 The Assistant Commissioner for Lands prepares a draft of certificate of right of occupancy in the name of TIC and submits to TIC for signature.
- 17 The Assistant Commissioner for Lands signs in the certificate of occupancy and thereafter submits to the Registrar of Titles for registration.

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- 18 Upon registration of the certificate of occupancy, the title will be issued to TIC.
- 19 TIC prepares derivative right and application for leasehold title, and both parties, TIC and the Company, execute the document.
- 20 TIC submits the derivative right and application for leasehold title, to the Registrar of Titles for registration.
- 21 TIC collects the duly registered derivative right and leasehold title from the Registrar/Assistant Registrar of Titles and one copy is issued to the Developers.

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3/23/2018
 Signed: *[Signature]*
 DAVIS K. MUZARUWA
 Registrar of Titles
 Advocates, Notary Public & Commissioner for Oaths

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