

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**JAND FARMS TANZANIA .LTD,**

**and**

**UTUNGE FARMS LAND OWNERS FARMS (6847-6853)**

This MEMORANDUM OF UNDERSTANDING (MoU) is made this 22 Day of 05 2019.

**Between**

**JAND FARMS TANZANIA .LTD**, a body corporate existing under the laws United Republic of Tanzania having its registered office at. 339 Kimweri Avenue, Msasani Village, Kinodoni District in Dar es Salaam, herein referred to as "The Company" of the one part.

**AND**

The seven owners of the parcels of Land as listed under Farms 6847-6843 in Utunge Village – Rufiji (here in after referred to as "Local Investors") of the other part.

**PREAMBLE:**


**WHERE AS** the Local Investors are desirous to invest in United Republic of Tanzania in Agro forest and the Company formed by the Local Investors are willing to partner in undertaking investments agro forest and to add value in the identified feasible products;

Now this MoU sets out the general understanding of the parties as follows:-

**1:0 INTRODUCTION OF THE PARTIES:**

The investors include the seven owners of the parcel of land as follows:-

	<b>Name</b>	<b>Farm No</b>	<b>Acres</b>
1.1	Janet D. Mmari	6847	347.55
1.2	Joyce D. Mmari	6848	100.275
1.3	Sarah & Teddy Mwakibete	6849	100.275
1.4	Beatrice Makundi	6850	50.725
1.5	Chantal Warioba	6851	50.725
1.6	Emanuel Malima	6852	51.625
1.7	Diotrephes M. S. Mmari	6853	75.775
	<b>Total</b>		<b>776.5</b>



2.0 **PURPOSE AND SCOPE:**

- 2:1 The immediate purpose of this MoU is to formalize the initial understanding between the parties herein and commit them to surrendering their parcels of land to the company "JanD Farms Tanzania Limited cooperating towards working on Agri-Forest Business and ultimately establish value addition factories to curb post-harvest losses and profits as well as expanding the market of the commodities for export to other African countries taking advantage of the Tanzania's strategic location as well as position in the existing preferential trading arrangements such as the East African Community (EAC) and South African Development Cooperation (SADC);
- 2:2 To record the intention and understanding of the parties and nothing herein shall be taken to constitute a legally binding partnership between the partners hereto or shall have any authority to bind any of the other in any way other than explicitly setting out in this MoU a cordial and friendly profound desire to cooperate in an economic ventures between the parties;
- 2:3 To set a road map towards entering into specific agreements for jointly identified and the would be agreed products to be manufactured or packed and distributed by the parties;
- 2:4 This MoU will identify the initial roles and responsibilities of each party to the intended cooperation.

3:0 **INITIAL ACTIVITIES TO BE CONDUCTED:**

3:1 The parties agree that as part of exploration to see how we can cooperate and which products to manufacture, the following activities will take place:-

- i) Valuation of each parcel of land to ensure that shareholding is equitably distributed. In the mean time it can be generally agreed that existing members can take up 70% of the shares and 30% be left to be given to others who may bring in additional capital and technology.
- ii) Since three of the members are not in the country and each member absent member to nominate a person who was handling his farm affairs to continue holding the same. In this regard, it is herein agreed that the following absentees will be represented as follows:-

Name of owner	Representative
a) Chantal K. Warioba	Sarah M. Mwakibete
b) Emmanuel Malima	Janet D. Mmari

- iii) Carry out Feasibility of the products that will be grown and market thereof
- iv) The company to prepare a short and long term budget showing explicitly product proposals. The product proposal will contain among others, a detailed financial analysis and clear framework/structure proposed including resources required to bring the processing to fruition;
- v) Creating the company structure and phasing it to carry out desired responsibilities including designing manufacturing layouts etc. (This to be carried out by a joint Team)
- vi) Any other activity that will be detailed in the Short and Long Term Budget/Plan of Action
- vii) Register the Projects to be carried out with TIC

4:0 OTHER GENERAL UNDERSTANDINGS:

4:1: Both parties will ensure that the product activities are conducted in compliance with all applicable laws, rules and regulations of the United Republic of Tanzania.

4:2 That financing of whatever product to be chosen will be the duty of all parties to this MOU and subsequent terms to be provided in specific product agreement.

5:0 It is mutually understood and agreed between the parties that:-

5.1 This MoU will guide the relationship between the two parties towards realization of the intended cooperation and entering into specific product manufacturing agreements;

5:2 Both parties commit fully to the realization of the intended cooperation into products and eventually participate in overseeing implementation of the same for mutual economic benefit;

6:0 Confidentiality

6.1 All information whether written or oral concerning this MoU and the relations between the parties herein is confidential and shall be treated as such. The same may only be made public if required by law or by consent from the other party.

6.2 This MoU may be amended in writing subject to consent of the parties herein and as they deem fit.

6.3 The relationship between the parties are governed by the laws of the United Republic of Tanzania and the courts with competent jurisdictions shall have jurisdiction to handle matters concerning this MoU;

IN WITNESS WHEREOF, the Parties hereto have executed this MoU in the presence of the persons mentioned below on the day and year first above written.

Signed and delivered

for and on behalf of

the JanD Farms Tanzania Limited

Name JAYO MUHARI

Signature [Handwritten Signature]

Designation DIRECTOR



Witness:

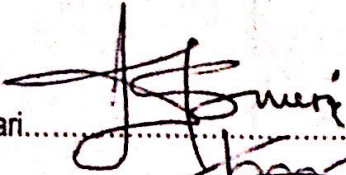
Name CORNELIUS K. KARIWA

Signature.....

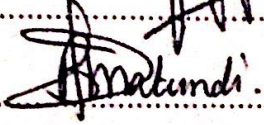
Designation..... ADVOCATE

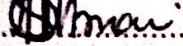


Signed and delivered for and on behalf of

Diotrephes M. S. Mmari.....  Date 24-5-2019

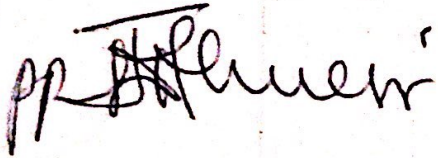
Sarah M. Mwakibete.....  Date 25/5/19

Beatrice Makundi.....  Date 23/05/2019

Joyce D.Mmari.....  Date 23/5/19

**Witness:**

Signed and delivered for and on behalf of Emmanuel Malima



Signed and delivered for and on behalf of Chantal K. Warioba

