

Ref. No. IMMMA-DLA/STL/TIC/01/21

11 November 2021

The Executive Director,
Tanzania Investment Centre (TIC),
9A & B Shaaban Robert Street,
P. O. Box 938,
11410,
Dar Es Salaam

Dear Sir/Madam,

RE: APPLICATION FOR AMENDMENT OF CERTIFICATE OF INCENTIVES NO. 010465 - SILVERLANDS TANZANIA LIMITED

1. Reference is made to the above captioned matter in which we act for and on behalf of Silverlands Tanzania Limited (our “Client”).
2. Further reference is made to the meeting with Zita Matonda at the TIC office on 27 October 2021 where the following issues were noted on Certificate of Incentives No. 010465:
 - 2.1. the description of the derivative title was not comprehensive and thus creating confusion as to which derivative title belongs to which project; and
 - 2.2. the project name was not indicated on the Certificate of Incentives.

Certificates of Incentives No. 010465

3. This is our formal application for the amendment of Certificate of Incentive No. 010465 as follows:
 - 3.1. the Project Name: Mixed Farming and Animal Feed.
 - 3.2. Derivative Titles for this Project:

IMMMA Advocates
IMMMA House, Plot No. 357,
United Nations Road, Upanga,
PO Box 72484, Dar es Salaam,
Tanzania

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+255 22 2211081
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E info@immma.co.tz
W www.immma.co.tz

IMMMA Advocates is a Law Firm registered in Tanzania (Business Name No. 167392). Its principal place of business is at IMMMA House, Plot No. 357, United Nations Road, Upanga, PO Box 72484, Dar es Salaam, Tanzania.

IMMMA Advocates is a member of DLA Piper Africa, a Swiss Verein whose members are comprised of independent law firms in Africa working with DLA Piper.

Further information on DLA Piper Africa can be found at www.dlapiper.com/africa

- 3.2.1. Title No. 50814-MBYLR, for Farm situated at Muwimbi Village Area, Ifunda Division in Iringa District Council, measuring One Thousand (1,000) Acres.
- 3.2.2. Title No. 50815-MBYLR, for Farm situated at Muwimbi Village Area, Ifunda Division in Iringa District Council, measuring One Thousand Three Hundred Thirty Point Eighty-Two (1,330.82) Acres; and
- 3.2.3. Title No. 51167-MBYLR for Farm No. 960 situated at Ihemi Village in Iringa District Council, measuring Seven Hundred Seventy Four (774) Acres.
- 3.3. Certificate of Incentives No. 010465 is designated with the project name “Poultry, Animal Feed Farming”. We request the project name be deleted and replaced with the project name “**Mixed Farming and Animal Feed Production**”.
- 3.4. Additionally, Certificate of Incentives No. 010465 notes that the designate project location is at Msugulika Farm, No. 1369/17066 and Ulete Farm No. 6128 at Iringa. However, the derivative titles in which the Certificate of Incentives arises from do not refer to such locations for the project. The locations for the project, are provided in the respective derivative titles as described in paragraphs 3.2.1, 3.2.2 and 3.2.3. We therefore request that the description “Msugulika Farm, No. 1369/17066 and Ulete Farm No. 6128 at Iringa” be deleted and the descriptions as provided in paragraphs 3.2.1, 3.2.2 and 3.2.3 above, be inserted in the Certificate of Incentives No. 010465.
- 3.5. With this letter, we attach the following documents:
- 3.5.1. Original Certificate of Incentives No. 010465;
- 3.5.2. Certified copies of Titles No: (1). 50814- MBYLR, (2). 50815-MBYLR, and (3). 51167-MBYLR;
- 3.5.3. Confirmation of payment of land rent for Titles No: (1). 50814-MBYLR, (2). 50815-MBYLR, and (3). 51167-MBYLR; and

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3.5.4. Most recent progress report for Certificate of Incentives No. 010465.

Our Client undertakes to pay the applicable fees for the amendment of Certificate of Incentives No. 010465.

Kindly let us know if you have any questions or if you require more clarification on this.

Yours sincerely,



IMMMA Advocates

Contact Partner: Angela Mndolwa

Associate: Irene Ruchaki

CC: Revocatus Rasheli, Jonas Chikawe
Tanzania Investment Center - Lands Division

IMMMA Advocates is a Law Firm registered in Tanzania (Business Name No. 187392). Its principal place of business is at IMMMA House, Plot No. 357, United Nations Road, Upanga, PO Box 72484, Dar es Salaam, Tanzania.

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Further information on DLA Piper Africa can be found at www.dlapiper.com/africa.

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 50814
L.O. No: 591414
IRD/172

Made and entered into this...**22ND**...day of **JANUARY**.....2020

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

SILVERLANDS TANZANIA LIMITED

of P.O Box 7495 **DAR ES SALAAM** and having certificate of incentives No. 010519 (hereinafter referred to as the "LESSEE") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at **MBEYA** under Title No. **50814** in respect of land within Farm situated at **Muwimbi Village** in **Iringa District Council**, and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of **Ninety Eighty** years commencing on the **First** day of **July, Two Thousand and Nineteen** and expiring on the **Thirty First** day of **June, Two Thousand One Hundred and Seventeen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

CERTIFIED TRUE COPY OF THE ORIGINAL
JONATHAN WANGUBO M.
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
Signature *[Signature]* Date **10/11/2021**

The Land shall be used for **Farming and livestock purposes only; Use Group 'R' Use Classes (a) and (b)** as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2020, thereafter continue to pay (Tshs 1,000,000/=) (Tanzania, One Million only or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising here from and in particular;
 - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
 - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
 - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by establishing integrated mixed farming Project **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Plant trees all around the farm boundaries
 - (ii) Demarcate the boundaries of the land to the satisfaction of the **Iringa District Council** (hereinafter called "the Authority") and thereafter to maintain such demarcation that the boundaries are always easily identifiable.
4. **BE RESPONSIBLE** for:
 - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the **Director** responsible for **Surveys and Mapping**.
 - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
 - iii. The permanent, exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner.

5. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.

6. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.

8. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

PART B. THE LESSOR SHALL:

1. **ENSURE** that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.

2. **UPON** breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment

Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **SILVERLANDS TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm situated at **Muwimbi Village Area, Ifunda Division in Iringa District Council**, measuring **One Thousand (1,000) Acres**, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **E^m 28/5965** deposited at the Office responsible for Surveys and Mapping at Moshi.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this...22nd]
day of JANUARY2020]

Signature..... [Signature]
Postal Address... P.O. Box 939 DSM
Qualification... EXECUTIVE DIRECTOR

Signature..... [Signature]
Postal Address... P.O. Box 939 DSM
Qualification... SENIOR LEGAL OFFICER

SEALED with the COMMON SEAL of the said]
SILVERLANDS TANZANIA LIMITED and]
DELIVERED in the presence of us this... 18th]
day of JANUARY2020]

Signature..... [Signature]
Postal Address... Box 908 Iringa
Qualification... DIRECTOR

Signature..... [Signature]
Postal Address... P.O. box 908 Iringa
Qualification... Managing Director



CERTIFIED TRUE COPY OF THE ORIGINAL
JONATHAN WANGUBO M.
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
Signature... [Signature] ... Date... 10/11/2021

Land Form No. 56

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 50815
L.O. No: 591413
IRD/40

Made and entered into this 22ND day of JANUARY 2020

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997; of P.O Box 938 DAR ES SALAAM (hereinafter referred to as the "LESSOR") on the one part

AND

SILVERLANDS TANZANIA LIMITED

of P.O Box 7495 DAR ES SALAAM and having certificate of incentives No. 010519 (hereinafter referred to as the "LESSEE") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at **MBEYA** under Title No. **50815** in respect of land within Farm No. situated at **Muwimbi Village** in **Iringa District Council**, and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of **Ninety Eighty** years commencing on the **First** day of **July**, **Two Thousand and Nineteen** and expiring on the **Thirty First** day of **June**, **Two Thousand One Hundred and Seventeen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

CERTIFIED TRUE COPY OF THE ORIGINAL
JONATHAN WANGUBO M.
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
Signature [Signature] Date 10/11/2021

The Land shall be used for **Farming and livestock purposes only; Use Group 'R' Use Classes (a) and (b)** as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2020, thereafter continue to pay (Tshs 1,330,820/=) (Tanzania, One Million Three Hundred Thousand Thirty Thousand Eight Hundred Twenty) only or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising here from and in particular;
 - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
 - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
 - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by establishing integrated mixed farming Project within thirty-six months from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Plant trees all around the farm boundaries
 - (ii) Demarcate the boundaries of the land to the satisfaction of the **Iringa District Council** (hereinafter called "the Authority") and thereafter to maintain such demarcation that the boundaries are always easily identifiable.
4. **BE RESPONSIBLE** for:
 - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the **Director** responsible for **Surveys and Mapping**.
 - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.

iii. The permanent, exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner.

5. NOT make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.

6. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

7. SUBJECT to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.

8. YIELD up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

PART B. THE LESSOR SHALL:

1. ENSURE that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.

2. UPON breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment

Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **SILVERLANDS TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm situated at **Muwimbi Village Area, Ifunda Division in Iringa District Council**, measuring **One Thousand Three Hundred Thirty Point Eighty Two (1,330.82) Acres**, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **E¹⁴ 28/5969** deposited at the Office responsible for Surveys and Mapping at Moshi.

SEALED with the COMMON SEAL of the said
TANZANIA INVESTMENT CENTRE and
DELIVERED in the presence of us this...**22ND**
day of **JANUARY**.....2020

Signature.....*[Handwritten Signature]*
Postal Address...**P.O. Box 938 DSM**
Qualification...**EXECUTIVE DIRECTOR**



Signature.....*[Handwritten Signature]*
Postal Address...**P.O. Box 738 DSM**
Qualification...**SENIOR LEGAL OFFICER**

SEALED with the COMMON SEAL of the said
SILVERLANDS TANZANIA LIMITED and
DELIVERED in the presence of us this...**18th**
day of **JANUARY**.....2020

Signature.....*[Handwritten Signature]*
Postal Address...**Box 908 IRINGA**
Qualification...**DIRECTOR**



Signature.....*[Handwritten Signature]*
Postal Address...**Box 908 Iringa**
Qualification...**Managing Director**

CERTIFIED TRUE COPY OF THE ORIGINAL
JONATHAN WANGUBO M.
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
Signature *[Handwritten Signature]* Date **10/11/2021**

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 51167-MBYLR

L.O. No: 998561

LD SWZ/1859

Made and entered into this 22ND day of JANUARY 2020

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

SILVERLANDS TANZANIA LIMITED

of P.O Box 7495 DAR ES SALAAM and having certificate of incentives No. 010519 (hereinafter referred to as the "LESSEE") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at MBEYA under Title No. **51166-MBYLR** in respect of land within Farm No. 960 situated at **Ihemi Village** in **Iringa District Council**, and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of **Sixty five years** commencing on the **First day of July, Two Thousand and seventeen** and expiring on the **Thirty day of June, Two Thousand and seventy two** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

CERTIFIED TRUE COPY OF THE ORIGINAL
JONATHAN WANGUBO M.
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS

Signature [Signature] Date 10/11/2024

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The Land shall be used for **Agricultural and Livestock keeping; Use Group 'R' Use Classes (a) and (b)** as defined in the Town and Country Planning (Use Classes) Regulations 1960, as amended in 1993.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to the thirtieth day of June, 2018, shall thereafter continue to pay (Tshs 309,600/=) (Tanzania, Three hundred and nine thousand six hundred) only or any other amount as assessed by the Commissioner for Lands or Authorised Officer being the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising here from and in particular;
 - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
 - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
 - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by establishing integrated mixed farming Project **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Plant trees all around the farm boundaries
 - (ii) Demarcate the boundaries of the land to the satisfaction of the **Iringa District Council** (hereinafter called "the Authority") and thereafter to maintain such demarcation that the boundaries are always easily identifiable.
 - (iii) The permanent, exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner.
 - (iv) The right shall confer no water rights.
4. **BE RESPONSIBLE** for:
 - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the **Director** responsible for **Surveys and Mapping**.

ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.

5. NOT make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.

6. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

7. SUBJECT to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.

8. YIELD up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

PART B. THE LESSOR SHALL:

1. ENSURE that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.

2. UPON breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment

Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **SILVERLANDS TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm No. 960 situated at Ihemi Village, in Iringa District Council, measuring seven hundred seventy four (774) Acres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey plan numbered 12807 deposited at the Office responsible for Surveys and Mapping at Moshi.

SEALED with the COMMON SEAL of the said
TANZANIA INVESTMENT CENTRE and
DELIVERED in the presence of us this... 22ND
day of JANUARY 2020



Signature..... [Handwritten Signature]
Postal Address... P.O. Box 937 DCM
Qualification... EXECUTIVE DIRECTOR

Signature..... [Handwritten Signature]
Postal Address... P.O. Box 937 DCM
Qualification... SENIOR LEGAL OFFICER

SEALED with the COMMON SEAL of the said
SILVERLANDS TANZANIA LIMITED and
DELIVERED in the presence of us this... 18TH
day of JANUARY 2020



Signature..... [Handwritten Signature]
Postal Address... box 908 IRINGA
Qualification... DIRECTOR

Signature..... [Handwritten Signature]
Postal Address... P.O. Box 908 Iringa
Qualification... Managing Director

CERTIFIED TRUE COPY OF THE ORIGINAL
JONATHAN WANGUBO M.
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
Signature..... [Handwritten Signature] Date... 10/11/2020