

ACCOUNT STATEMENT 005600001145501 TANGA FRESH LIMITED

Current Accounts - N TANGA FRESH LIMITED TZS

Balance Brought Forward 0.00

Value Date	Trans Type	Trans Details	Booking Date	Trans Ref:	Debit	Credit	Balance
04 MAY 20	Cash Deposit	ALLY S	04 MAY 20	TT2012500041		500,000.00	500,000.00
15 MAY 20	Payment	LD2013601044	15 MAY 20	FT2013636190		7,782,292,116.25	7,782,792,116.25
15 MAY 20	Outward Telex-Swift	AC-005600001145501	15 MAY 20	FT2013665451\BNK	-12,980.00		7,782,779,136.25
15 MAY 20	Outward Telex Paymen	TANGA FRESH LIM	15 MAY 20	FT2013665451\BNK	-7,735,624,890.00		47,154,246.25
15 MAY 20	Account Transfer	FACILITY FEE	15 MAY 20	FT2013668526\BNK	-46,667,225.71		487,020.54
29 MAY 20	Inward Telex Payment		29 MAY 20	FT2015073834\BNK		39,000,000.00	39,487,020.54
30 MAY 20	Payment	LD2013601044RAS	30 MAY 20	FT2015119462	-38,378,426.87		1,108,593.67
27 JUN 20	Inward Telex Payment		27 JUN 20	FT2017913504\BNK		79,000,000.00	80,108,593.67
30 JUN 20	Payment	LD2013601044RAS	30 JUN 20	FT2018262380	-79,315,415.54		793,178.13
01 JUL 20	Excise Duty Tax		30 JUN 20	005600001145501-	-2,000.00		791,178.13
01 JUL 20	Account Maintence Fe		30 JUN 20	005600001145501-	-20,000.00		771,178.13
01 JUL 20	Payment	LD2013601044	01 JUL 20	FT2018390508		113,760,600.00	114,531,778.13
06 JUL 20	Outward Telex-Swift	AC-005600001145501	06 JUL 20	FT2018874020\BNK	-12,980.00		114,518,798.13
06 JUL 20	Outward Telex Paymen	TANZANIA AGRICUL	06 JUL 20	FT2018874020\BNK	-113,760,600.00		758,198.13
09 JUL 20	Inward Telex Payment	BANK OF TANZANIA	09 JUL 20	FT2019104005\BNK		113,760,600.00	114,518,798.13
15 JUL 20	Outward Telex-Swift	AC-005600001145501	15 JUL 20	FT2019708069\BNK	-12,980.00		114,505,818.13
15 JUL 20	Outward Telex Paymen	TANZANIA AGRICUL	15 JUL 20	FT2019708069\BNK	-113,760,600.00		745,218.13
27 JUL 20	Inward Telex Payment		27 JUL 20	FT2020986953\BNK		77,000,000.00	77,745,218.13
30 JUL 20	Payment	LD2013601044RAS	30 JUL 20	FT2021204553	-77,745,218.13		0.00
19 AUG 20	Inward Telex Payment		19 AUG 20	FT2023210433\BNK		1,000,000.00	1,000,000.00
19 AUG 20	Payment	LD2013601044RAS	19 AUG 20	FT2023207786	-96,257.23		903,742.77
=== T O T A L S ===					-8,205,409,573.48	8,206,313,316.25	903,742.77
NO OF TRANSACTIONS 13						8	

DATED THIS 29TH DAY OF APRIL 2020

DEBENTURE

ISSUED BY

TANGA FRESH LIMITED
("BORROWER")

TO

TANZANIA AGRICULTURAL DEVELOPMENT BANK LIMITED
("THE BANK")

AS SECURITY FOR A CREDIT FACILITY EXTENDED TO TANGA FRESH LIMITED BY TANZANIA AGRICULTURAL DEVELOPMENT BANK LIMITED STAMPED AND TO BE REGISTERED TO COVER A SUM OF TZS 9,333,445,142/= (SAY TANZANIAN SHILLINGS NINE BILLION THREE HUNDRED THIRTY THREE MILLION FOUR HUNDRED FORTY FIVE THOUSAND ONE HUNDRED FORTY TWO ONLY) REPAYABLE IN TEN (10) YEARS PLUS INTERESTS AND CHARGES THEREON.

DRAWN BY:

LEGAL DEPARTMENT
TANZANIA AGRICULTURAL DEVELOPMENT BANK LIMITED
ACACIA ESTATE, 84 KINONDONI ROAD
P.O. BOX 63372
DAR ES SALAAM.

THIS DEBENTURE is made as on the 29th day of April 2020.

THIS DEBENTURE is issued under Regulation of the Articles of Association and in pursuance of resolution of the Board of Directors of the Borrower datedday of.....2020.

ISSUED BY

TANGA FRESH LIMITED, a limited liability company established under the Companies Act, Act No. 12 of 2002 whose address for the purposes hereof is **P.O. Box 5061, Tanga**, (Hereinafter referred to as "**the Borrower**" which expression shall, unless the context otherwise requires, include **the Borrower's** successors in title, and assigns, whether immediate derivative) on the one part;

IN FAVOUR OF

TANZANIA AGRICULTURAL DEVELOPMENT BANK LIMITED, a limited liability company incorporated in Tanzania and carrying banking business under the provisions of the Banking and Financial Institutions Act, 2006 whose registered office is situated at **3rd and 4th Floors, Acacia Estate, 84 Kinondoni Road of P. O. Box 63372, Dar es Salaam, Tanzania** ("**the Bank**" which expression shall, unless the context otherwise requires, include the Bank's successors in title, and assigns, whether immediate or derivative) on the other part.

WHEREAS:

- (i) By Letter of Offer with Reference No. TADB/DCB/VOL.1/2019/157 dated **06th November 2019** made between the Bank and the Borrower, the Bank agreed to a credit facility of Loan Facility of **TZS 9,333,445,142/= (Say Tanzanian Shillings Nine Billion Three Hundred Thirty Three Million Four Hundred Forty Five Thousand One Hundred Forty Two Only)**.
- (ii) It is a condition precedent to the obligations of the Bank under the Letter of Offer that the Borrower guarantees and secures all sums payable in respect of the Secured Liabilities by the Borrower to the Bank under the Letter of Offer upon, and subject to the terms and conditions contained in this Debenture.
- (iii) This Debenture is given by the Borrower in favour of the Bank as a continuing security for the moneys, obligations and liabilities herein mentioned and should be registered to **TZS 9,333,445,142/= (Say Tanzanian Shillings Nine billion Three Hundred Thirty Three Million Four Hundred Forty Five Thousand One Hundred Forty Two Only)** repayable in Ten (10) Years, at the interest rate of 12% per annum.

NOW THIS DEBENTURE WITNESSES as follows:

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this Debenture (including its Recitals), Unless the context otherwise requires,

or unless otherwise defined in this Debenture, words and expressions below shall have the same respective meaning that are ascribed to them in the Letter of Offer:

'ACT' means the Companies Act, 2002

'THE BANK' means **TANZANIA AGRICULTURAL DEVELOPMENT BANK LIMITED**, its successors and assigns, including any bank into which it may be absorbed, or with which it may amalgamate.

'BORROWER' means **TANGA FRESH LIMITED**, a limited liability incorporated in Tanzania with Certificate of Incorporation No. whose registered office is situated in Tanzania, of **P.O. Box 5061, Tanga, Tanzania**, which expression shall, unless it be repugnant, be deemed to mean and include its administrators, assignees, successors.

'DEFAULT RATE' has the meaning given to it in clause 3.3.

'EVENT OF DEFAULT' means any breach of any of the covenants, conditions and/or terms in the Letter of Offer or this Debenture.

'LETTER OF OFFER' means any document variously known as the Letter of Offer, and/or Offer Letter, and/or Business Loan Agreement, and/or Facility Letter, as the case may be, with Reference Number **TADB/DCB/VOL.1/2019/157** dated **06th November 2019** and as accepted by the Borrower, and includes any amendment, alteration, extension, variation or replacement of the facility including any other document signed under the Letter of Offer.

'MORTGAGED PROPERTY' means any property, whether owned by the Borrower or any third party, presently or in the future, that is mortgaged in favor of the Bank as a security for the obligations of the Borrower under the Letter of Offer.

'RECEIVER' means a receiver, or receiver and manager, of the Borrower appointed by the Bank under this Debenture.

'SECURED LIABILITIES' means all moneys, obligations and liabilities whatsoever whether for principal, interest or otherwise (in whatever currency) which may now or at any time in future be due, owing or incurred by the **Borrower** to the **Bank** (under the terms of the Letter of Offer or this Debenture) whether present or future, actual or contingent, and whether alone, severally, or jointly as principal guarantor, surety or otherwise, and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, and including but without limitation, all expenses (and so that interest shall be computed and compounded) on the terms agreed between the Parties (as well as after or before any demand or judgment) and all properly evidenced costs which the Bank may incur, and all amounts which the Bank may disburse on the Company's behalf and which costs and disbursements are recoverable from the Company in terms of this Debenture.

'**SECURITY ASSETS**' means all properties and assets which are charged under this Debenture.

'**SECURITY PERIOD**' means the period commencing on the date of this Debenture and ending on the date upon which the Bank certifies in writing to the Borrower that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

- 1.2 The expressions the '**Borrower**' and '**Bank**', where the context admits, include their respective successors and assigns, whether immediate or derivative. Any appointment or removal of a Receiver under this Debenture and any consents hereunder may be made or given in writing, signed or sealed by any such successors or assigns of the Bank and the Borrower hereby irrevocably appoints each successor and assign of the Bank to be its attorney in the terms and for the purposes set out in this Debenture.
- 1.3 In this Debenture:
- (a) Clause headings are inserted for convenience only and shall not affect the construction of this Debenture, and unless otherwise specified, all references to Clauses are to Clauses of this Debenture.
 - (b) Unless the context otherwise requires, words denoting the singular number shall include the plural, and vice versa.
 - (c) References to persons include references to bodies corporate and unincorporated.
 - (d) References to assets include property, rights and assets of every description.
 - (e) References to any document are to be construed as references to such document as amended or supplemented from time to time.
 - (f) References to an enactment shall include re-enactments, amendments and extensions thereof.

2.0 **COVENANT TO PAY**

- 2.1 The Borrower, for valuable consideration received from the Bank, hereby covenants that it will pay to the Bank or other registered holder for the time being of this Debenture, the principal amount of **TZS 9,333,445,142/= (Say Tanzanian Shillings Nine Billion Three Hundred Thirty Three Million Four Hundred Forty Five Thousand One Hundred Forty Two Only)** repayable in Ten (10) Years, at the interest rate of 12% per annum.
- 2.2 Upon demand made by the Bank to the Borrower, the Bank shall cease to be under any further commitment to the Borrower, and all Secured Liabilities hereby secured shall immediately become due and payable, and the Borrower shall provide cash cover to the Bank for the full amount of the Secured Liabilities

if any of the following occurs:

- (a) If the Borrower fails to pay any money on or by the due date, or to discharge any obligation or liability payable by it to the Bank, or fails to comply with any term, condition, covenant or provision of this Debenture, or of any facility from any of the same, or to perform any obligation or liability of the Borrower to the Bank, and such default is not remedied within any applicable grace period under the Letter of Offer, or if any representation, warranty, or undertaking from time to time made to the Bank by the Borrower is, or becomes, incorrect or misleading in a material respect or Event of Default.
- (b) If the Borrower defaults under any trust debenture, loan agreement, debenture, or other agreement or obligation relating to borrowing (which expression includes all liabilities in respect of any type of credit and accepting, endorsing or discounting any notes or bills, all unpaid rental and other liabilities present and future under hire purchase, credit sale, conditional sale, leasing and similar agreements, the purchase price or charge for all acquisitions or services, payment of which is deferred for three months or more, and all liabilities under debt purchase, factoring and like agreements, contingent on non-payment of any debt) or under any guarantee (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of any third party, including all guarantees, indemnities, or bonds, whether constituting primary or secondary obligations or liabilities), or if any borrowing or other money payable under any of the foregoing becomes, or is capable of being declared, payable prior to its stated maturity, or is not paid when due, or if any debenture, mortgage, charge or other security now or hereafter created by the Borrower becomes enforceable, or if any facility or commitment available to the Borrower now or hereafter is withdrawn or cancelled by reason of default.
- (c) If a bona fide petition is presented, or an order made, or a resolution passed, or analogous proceedings are taken for appointing an administrator of, or winding up the Borrower, or if a notice is issued convening a meeting for the purpose of passing any such resolution (save for the purpose of and followed within four months by an amalgamation or reconstruction not involving or arising out of insolvency on terms previously approved in writing by the Bank).
- (d) If an encumbrance takes possession, or exercises, or attempts to exercise any power of sale, or a receiver is appointed of the whole, or any part of the undertaking, property assets, or revenues of the Borrower.
- (e) If any final judgment or order made against the Borrower is not complied with within seven days, or if an execution, distress, sequestration or other process is levied or enforced upon or issued out against any part of the undertaking, property assets, or revenues of the Borrower.
- (f) If the Borrower stops payment, or agrees to declare a moratorium, or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of the Companies Act, Act No. 12 of 2002, or when they fall due, or

if a notice is issued convening a meeting of the Borrower's creditors or the Borrower proposes or enters into any composition or arrangement with its creditors generally or any class of its creditors.

- (g) If the Borrower, without the prior consent in writing of the Bank, ceases or threatens to cease to carry on its business, or any material part thereof, in the normal course, or changes the nature or mode of conduct of its trading in any material respect.
- (h) If any material part of the assets or revenues of the Borrower is sold or disposed of, or threatened to be sold or disposed of (otherwise than in the normal course of business), whether in a single transaction or a number of transactions, or is nationalized, compulsorily acquired, seized or appropriated, or if any partnership of which the Borrower is or becomes a partner is dissolved.
- (i) If this Debenture, or any guarantee, indemnity or other security for any money, obligation, or liability hereby secured, fails or ceases in any respect to have full force, and effect, or to be continuing, or is terminated, or disputed, or becomes in jeopardy, invalid, or unenforceable.
- (j) If any license authorization, consent, or registration at any time necessary or desirable to enable the Borrower to comply with its obligations to the Bank, or to carry on its business in the normal course, shall be revoked, withheld, or materially modified, or shall fail to be granted or perfected or shall cease to remain in full force and effect.
- (k) If in any country in which the Borrower carries on business or has assets, any event occurs which corresponds with, or has an effect similar to any of the foregoing events, or if the Borrower becomes subject to proceedings, or an order of appointment or filing under the insolvency laws, by whatever name called, of such country.
- (l) If breach of any environmental law, regulation, directive or license applicable to the Borrower, its business or assets could reasonably be expected to have a material adverse effect on the financial condition of the Borrower, or any of its subsidiaries, or on the value or marketability of any of the assets of the Borrower, or if the Borrower becomes liable in respect of any Environmental Matters, or subordinated to the claims or rights of any environmental agency

2.3 If:

- (i) Any of the foregoing events occurs without the prior consent in writing of the Bank in relation to any third party, which now or hereafter has guaranteed or provided security for, or given an indemnity in respect of any money obligation or liability hereby secured.
- (ii) Any individual now or hereafter liable as such third party shall die or become of unsound mind, or have a bankruptcy petition presented, or an interim order, or a bankruptcy order made against him.

- 2.4 The Borrower hereby covenants immediately to notify the Bank in writing of the occurrence of any of the events of default specified, in this Debenture, or of the occurrence of any event which, with the lapse of time or giving of notice, would or may constitute any of the same.

3.0 INTEREST

- 3.1 The Borrower shall pay to the Bank interest, commission, fees and charges to the date of payment at the rates, and upon the terms set out in the Letter of Offer, upon such days as the Bank may from time to time determine.
- 3.2 Interest shall be calculated at the rate of 12% respectively as per the Letter of Offer.
- 3.3 (Save as may otherwise be provided herein) if the Borrower does not pay any sum payable hereunder on its due date for payment the Borrower shall (without prejudice to the exercise by the Bank of any other right or remedy in favour of the Bank) pay to the Bank (as well after as before any demand or judgment or liquidation of the Borrower) interest at a annum rate (hereinafter called "**Default Rate**") being the rate specified by the bank in writing to the Borrower as he rate to be charge on default and in absence of such specification to Default Rate shall be per annual rate equal to the aggregate of the rate payable pursuant to clause 3.2 for TZS faculties on all monies due from (and including) the date of the same becoming due until the actual payment of such monies (together with all accrued interest) in full and the Borrower hereby acknowledges and agrees that the aforesaid rate of interest payable by the borrower represents a reasonable pre-estimate of the loss to be suffered by the Bank in funding the default of the Borrower.

4.0 SECURITY

- 4.1 Subject to Clause 4.3 the Borrower, as beneficial owner, and as security for the payment when due of the Secured Liabilities, hereby mortgages, charges and assigns and agrees to assign in favour of the Bank:
- (a) By way of first legal mortgage, all its estate or interest in land (wheresoever situated, both present and future) together with all buildings fixtures, fittings including fixed plant and machinery (including trade fixtures), from time to time on any such property, all liens, charges, options, agreements, easements, rights, and interests over land, or the proceeds of dispositions of land, both present and future.
- (b) By way of fixed charge:
- (i) All plant, pipelines, equipment, and machinery now or in the future belonging to the Borrower other than fixed plant and machinery.
- (ii) All right, title, interest and benefit to, in any movable property whatsoever/ wheresoever situated, now or in the future, belonging to the

Borrower.

(iii) All right, title, interest and benefit to, all present and future uncalled capital and goodwill of the Borrower

(c) By way of assignment:

(i) All right, title, interest and benefit to all present and future book debts and other debts and other moneys revenues, claims due or to become due, owing or payable to the Borrower.

(ii) All right, title, interest and benefit to all moneys of the Borrower now or at any time deposited on any account with the Bank, or any other bank or financial institution, together with the debts represented thereby.

(iii) All right, title, interest and the benefit to all licenses, patents, goodwill, inventions, copyrights, trademarks, design rights (whether registered or not), know how, confidential information, and other rights in intellectual property, including applications concerning such rights and benefits.

(iv) All right, title, interest and the benefit to all insurance, insurance policies (including return of premiums) including the insurance proceeds.

(v) All right, title, interest and benefit to all other contracts, agreements, rights, securities, covenants, guarantees, bonds, material contracts and indemnities of any nature, now or at any time enjoyed or held by the Borrower (including the right to recover rents and the benefit of all rentals payable by any tenants, in each case, payable under leases affecting any part of the mortgaged property) together the "Contracts".

(d) By way of first floating charge, all its undertaking and all its other properties, assets and rights whatsoever (and wheresoever situated), including but not limited to: stocks, leases, mineral rights that may relate to the property, vehicles, computers of the Borrower (including warranties and contracts relating to this), any permits, authorizations of whatsoever nature, environmental permits, concessions including ones provided by the Tanzanian Government, securities, claims, awards, and damages now or at any time belonging to the Borrower, together with all assets of the Borrower not effectively charged by way of fixed charge or assignment pursuant to paragraphs (a), (b) or (c) above.

4.2 The Borrower, unconditionally and irrevocably, agrees that repayment of all, or any part of, the moneys forming part of the Security Assets is and shall be subject to and conditional upon it paying and discharging in full the Secured Liabilities to the satisfaction of the Bank and accordingly, unless and until such time as the Secured Liabilities have been so repaid and discharged in full, neither the Borrower nor any person claiming under, through or on behalf of the Borrower may request, demand or require the payment of, and the Bank shall be under no obligation whatsoever to pay or repay, all or any part of the moneys forming part of the Security Assets to or any such other person or to release all or any part of

Borrower.

(iii) All right, title, interest and benefit to, all present and future uncalled capital and goodwill of the Borrower

(c) By way of assignment:

(i) All right, title, interest and benefit to all present and future book debts and other debts and other moneys revenues, claims due or to become due, owing or payable to the Borrower.

(ii) All right, title, interest and benefit to all moneys of the Borrower now or at any time deposited on any account with the Bank, or any other bank or financial institution, together with the debts represented thereby.

(iii) All right, title, interest and the benefit to all licenses, patents, goodwill, inventions, copyrights, trademarks, design rights (whether registered or not), know how, confidential information, and other rights in intellectual property, including applications concerning such rights and benefits.

(iv) All right, title, interest and the benefit to all insurance, insurance policies (including return of premiums) including the insurance proceeds.

(v) All right, title, interest and benefit to all other contracts, agreements, rights, securities, covenants, guarantees, bonds, material contracts and indemnities of any nature, now or at any time enjoyed or held by the Borrower (including the right to recover rents and the benefit of all rentals payable by any tenants, in each case, payable under leases affecting any part of the mortgaged property) together the "Contracts".

(d) By way of first floating charge, all its undertaking and all its other properties, assets and rights whatsoever (and wheresoever situated), including but not limited to: stocks, leases, mineral rights that may relate to the property, vehicles, computers of the Borrower (including warranties and contracts relating to this), any permits, authorizations of whatsoever nature, environmental permits, concessions including ones provided by the Tanzanian Government, securities, claims, awards, and damages now or at any time belonging to the Borrower, together with all assets of the Borrower not effectively charged by way of fixed charge or assignment pursuant to paragraphs (a), (b) or (c) above.

4.2 The Borrower, unconditionally and irrevocably, agrees that repayment of all, or any part of, the moneys forming part of the Security Assets is and shall be subject to and conditional upon it paying and discharging in full the Secured Liabilities to the satisfaction of the Bank and accordingly, unless and until such time as the Secured Liabilities have been so repaid and discharged in full, neither the Borrower nor any person claiming under, through or on behalf of the Borrower may request, demand or require the payment of, and the Bank shall be under no obligation whatsoever to pay or repay, all or any part of the moneys forming part of the Security Assets to or any such other person or to release all or any part of

the Security Assets from the terms of this Debenture.

4.3 The Borrower hereby represents and warrants to the Bank that it is, and during the Security Period, except as provided below, will remain, the beneficial owner of the Security Assets subject only to the security interests created hereby and hereby undertake that it will not:

(a) Create, incur or permit to subsist any other Encumbrance over the whole or any part of the Security Assets.

(b) Sell, assign, lease, transfer or otherwise dispose of, the whole or any part of (whether by a single transaction or a series of transactions), the Security Assets except for the property and assets referred to in clause 4.1(d) and provided that any such sale, assignment, lease, transfer or other disposal of such property and assets occurs or is made prior to the occurrence of an Event of Default and for full consideration in the ordinary course of the Borrower's day-to-day trading.

(c) In any such case, without the prior written consent of the Bank.

4.4 In the case of any part of the Mortgaged Property consisting of land for the time being registered at the Land Registry, the Borrower and the Bank hereby jointly apply to the Commissioner of Lands to enter a restriction on the relevant title in the following terms:

"Except under an order of the Registrar, no dealing by the proprietor of the property comprised in this title or made in exercise of a power of sale under any charge subsequent to the charge hereby created is to be registered without the consent of the proprietor for the time being of the charge hereby created."

4.5 Upon the Bank being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, and following a written request from the Borrower, the Bank will release the Security Assets created by this Debenture.

5.0 PRESERVATION OF SECURITY

5.1 The Borrower hereby declares and agrees that:

(a) This Debenture shall be held by the Bank as a continuing security, and shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities, and shall remain in full force and effect until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Bank.

(b) The Bank shall not be bound to enforce any guarantee or security or proceed or take any other steps against any other person before enforcing this Debenture.

- (c) This Debenture shall be in addition to, and not in substitution for, any other rights which the Bank may now or hereafter have under, or by virtue of, any guarantee or security or agreement or any lien or by operation of law or under any collateral or other security, now or hereafter, held by the Bank or to which the Bank may be entitled.
- 5.2 If the Bank receives notice of any subsequent charge or other interest affecting any part of the Security Assets, it may open a new account with the Borrower (and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time of receipt of such notice), and any liability of the Borrower under this Debenture at the date of such notice shall remain, regardless of any payments into or out of such account.
- 5.3 Any settlement or discharge under this Debenture between the Bank and the Borrower shall be conditional upon no security or payment to the Bank by the Borrower or any other person being avoided, set-aside, ordered to be refunded, reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force. If this condition is not satisfied, the Bank shall be entitled to recover from the Borrower on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred.
- 5.4 The obligation of the Borrower under this Debenture shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate the Borrower from its obligations hereunder, in whole or in part, including without limitation, and whether or not known to or discoverable by the Borrower, the Bank, or any other person:
- (a) Any time or waiver granted to or composition with the Borrower or any other person.
 - (b) The taking, variation, compromise, renewal or release of a refusal or neglect to perfect or enforce any rights, remedies or securities against the Borrower, or any other person.
 - (c) Any legal limitation, disability, incapacity or other circumstances relating to the Borrower or any other person.
 - (d) Any amendment or supplement to the Letter of Offer or any other document or security (including without limitation, under any of the other Security Documents).
 - (e) The dissolution, liquidation, amalgamation, reconstruction or re-organization of the Borrower or any other person.
 - (f) The unenforceability or invalidity of any obligations of the Borrower or any other person under the Letter of Offer or any other document or security (including without limitation under any of the other Security Documents).
- 5.5 Until the Secured Liabilities have been unconditionally and irrevocably paid and

discharged in full to the satisfaction of the Bank, the Borrower shall not by virtue of any payment made or performance hereunder on account of the Secured Liabilities or by virtue of any relationship between, or transaction involving, the Borrower (whether such relationship or transaction shall constitute the Borrower a creditor, or a guarantor of the obligations of a party subrogated to the rights of others against the Borrower or otherwise howsoever and whether or not such relationship or transaction shall be related to, or in connection with, the subject-matter of this Assignment):

- (a) Exercise any rights of subrogation in relation to any rights, security or moneys held or received or receivable by the Bank or any other person.
- (b) Exercise any right of contribution from any co-surety liable in respect of the Secured Liabilities under any other guarantee, security or agreement.
- (c) Exercise any right of set-off or counterclaim against the Borrower or any such co-surety.
- (d) Receive, claim or have the benefit of any payment, distribution, security or indemnity from the Borrower or any such co-surety.
- (e) Unless so directed by the Bank when the Borrower will prove in accordance with such directions, claim as a creditor or any such co-surety in competition with the Bank.

The Borrower shall hold in trust for the Bank and forthwith pay or transfer (as appropriate) to the Bank any such payment including an amount equal to any such set-off, distribution or benefit of such security, indemnity or claim in fact received by it.

6.0 UNDERTAKINGS

6.1 The Borrower hereby undertakes that during the Security Period:

- (a) The Borrower will comply at all times, with the terms expressed or implied in this Debenture, and of all other contracts relating to the Secured Liabilities or any part thereof.
- (b) The Borrower will, if the Bank so requires, deposit with the Bank all certificates and other documents of title, or evidence of ownership, in relation to the Security Assets.
- (c) Shall execute and deliver to the Bank all such transfers and other documents as may be necessary to enable the Bank or its nominee to be registered as the owner or otherwise obtain a legal title to the same.
- (d) The Borrower will forthwith, at the request of the Bank, execute a legal mortgage, charge, pledge or assignment over all or any of the Security Assets subject to, or intended to be subject to, any fixed security hereby created in favour of the Bank in such form as the Bank may require.

(e) With respect to the Mortgaged Property, the Borrower will:

- (i) Keep all buildings and erections on or forming part of the Mortgaged Property or any part thereof in good and substantial repair and condition and will not in any manner or by any means lessen the value of the Mortgaged Property or any part thereof.
- (ii) Obtain all licenses, permissions and consents, enter into all necessary agreements, execute and do all works, and bear and pay all expenses required or imposed by any existing or future legislation or authority or body, in respect of any works or development carried out by the Borrower on the Mortgaged Property or any part thereof.
- (iii) Pay the rents reserved by, and perform and observe all the covenants, agreements and stipulations on the part of the lessee contained in any lease or leases or the Mortgaged Property, or any part thereof, and not do or suffer to be done any act or thing whereby any such lease or leases may become liable to forfeiture or otherwise be determined.
- (iv) Pay, as and when the same shall become payable, all taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Mortgaged Property or any part thereof.
- (v) Forthwith produce to the Bank any order, direction, requisition, permission, notice or other matter whatsoever affecting or likely to affect the Mortgaged Property or any part thereof and served upon the Borrower by any third party. The Borrower shall either comply with the same or make such objections and representations against the same as the Bank may reasonably require or approve.
- (vi) Notify the Bank in writing upon the acquisition or purchase by the Borrower from time to time of any estate or interest in immovable property.
- (vii) Use the Mortgaged Property only for such purpose or purposes as may for the time being be authorized as the permitted use or user thereof under or by virtue of all licenses, permissions and consents and enter into agreements and execute and do all works, and bear and pay all expenses required or imposed by any existing or future legislation or authority or body in respect of any works or development carried out by the Borrower on the Mortgaged Property or any part thereof.
- (viii) Use the Mortgaged Property only for such purpose or purposes as may for the time being be authorized as the permitted use or user thereof under or by virtue of all planning acts, development orders or other statutory instruments and not to carry out or permit to be carried out on any part of the Mortgaged Property, except with the previous written

consent of the Bank, any development and being development for which the permission of the local planning authority is required and not to do or suffer any act, matter or thing whereby any statutory instrument, planning acts, development orders, obligations or regulation shall be infringed so as to prejudice the Bank or render the Bank or the Mortgaged Property or any part thereof subject to any liability under the said statutory instruments, planning acts, development orders, obligation or regulation.

- (ix) Enforce the due observance and performance of all tenant's obligations under any lease, under lease, tenancy or agreement for lease to which the whole or any part of the Mortgaged Property is or may become subject, and not waive, release or vary any of the terms of any such lease, under lease, tenancy or agreement for lease nor exercise any power to determine or extend the same without the prior written consent of the Bank.
- (f) Duly and punctually perform and observe all its obligations in connection with the Security Assets under any present or future statute or any regulation, order or notice made or given thereunder.
- (g) Insure and keep insured with an insurance office or underwriters to be approved by the Bank from time to time, and if so required by the Bank in the names of itself and the Bank, such of its property as is insurable against loss and damage by fire and such other risks as the Bank may from time to time reasonably require to the full reinstatement value thereof (together with additional amounts estimated as sufficient to cover architects' and surveyors' fees and the costs of demolition, site clearance and shoring-up); (ii) maintain such other insurance as are normally maintained by prudent companies carrying on similar businesses; (iii) duly pay all premiums and other moneys necessary for effecting and keeping up such insurance; (iv) on demand produce to the Bank the policies of such insurance and the receipts for such payments; and (v) apply all money which may at any time be received or receivable under any such insurance in replacing, restoring or reinstating the property or asset destroyed or damaged unless the Bank agrees otherwise.
- (h) The Borrower has good and sufficient power, authority and right to enter into this Debenture; and all obligations undertaken by it under this Debenture have been authorized by all necessary corporate action, the constitutional documents of the Borrower does not place any limitations or restrictions on the obligations of the Borrower in terms of this Debenture, and that any notices required to be given by it to any party in connection with this Debenture have been given.

7.0 ENFORCEMENT

7.1 Upon the occurrence of an Event of Default:

- (a) The Bank may declare the Secured Liabilities, or such of them as the Bank

may specify in such notice immediately due and payable, or (if the Bank so specifies) payable forthwith on demand and/or terminate all obligations of the Bank towards the Borrower.

- (b) The security hereby conferred shall become immediately enforceable, and the power of sale and other powers conferred by law or otherwise as varied or amended by this Debenture shall be immediately exercisable upon and at any time thereafter.
- 7.2 After this security has become enforceable, the Bank may in its discretion enforce all or any part of this security in such manner as it sees fit.
- 7.3 For the purposes of all powers implied by statute, the Secured Liabilities shall be deemed to have become due and payable on the date hereof. Any statutory powers of leasing conferred on the Bank shall be extended so as to authorize the Bank to lease, make arrangements for leases, accept surrenders of leases and grant options as it think fit.
- 7.4 Neither the Bank nor its agents, managers, officers, employees, delegates and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions hereunder in the absence of gross negligence or willful misconduct.
- 7.5 All moneys received by the Bank pursuant to this Debenture shall be paid or applied in accordance with the following order of priority:
- (a) In satisfaction of all reasonable costs, charges and expenses incurred, or payments made, by the Bank or any Receiver in connection herewith.
 - (b) In or towards satisfaction of the Secured Liabilities.
 - (c) As to the surplus (if any), to the person or persons entitled thereto.
- 7.6 No purchaser from the Bank, any Receiver or other person shall be entitled or required to inquire, or to be affected by notice as to, whether demand hereunder has or has not been made, or whether any power exercised hereunder has become exercisable or whether any of the Secured Liabilities are outstanding.
- 7.7 Neither the Bank nor any Receiver shall by reason of the taking of possession of the whole or any part of the Security Assets by any of them be liable to account as mortgagee-in-possession or for anything except actual receipts or be liable for any loss upon realization or for any default or omission for which a mortgagee-in-possession might be liable.
- 7.8 At any time after the security hereby constituted shall have become enforceable, the Bank may redeem any prior Encumbrance against the Security Assets, or any part thereof, or procure the transfer thereof to itself, and may settle or pass the accounts of any holder of such Security Interest, and any accounts so settled and passed shall be conclusive and binding on the Borrower.

7.9 Notwithstanding anything to the contrary herein contained, the Borrower shall remain liable to observe and perform all of the conditions and obligations relating to the Security Assets, and neither the Bank nor any Receiver shall be under any obligation or liability with respect thereto, by reason of, or arising out of this Debenture. Neither the Bank nor any Receiver shall be required in any manner to perform or fulfill any obligations of the Borrower in respect of the Security Assets, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce any of the Security Assets.

8.0 RECEIVERS

8.1 At any time after this security becomes enforceable the Bank may without further notice appoint any one or more persons to be a receiver or receiver and manager (each a "**Receiver**") of all or any part of the Security Assets.

8.2 Any Receiver appointed under this Debenture shall have and be entitled to exercise all powers conferred by law or otherwise. Additionally, a Receiver shall have power to do all such other acts and things as he may consider desirable or necessary for realizing the Security Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Debenture, and to exercise in relation to the Security Assets, or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Borrower for all or any of the purposes aforesaid.

8.3 Any Receiver appointed pursuant to this Debenture shall be the agent of the Borrower, and, notwithstanding the liquidation of such Borrower, any Receiver shall not be the agent of the Bank. The Borrower shall be solely liable for such Receiver's costs, defaults and remuneration and shall be liable on any contracts and engagements made or entered into by such Receiver, except the Bank may from time to time remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint another qualified person as a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it.

8.4 All or any of the powers, authorities and discretion which are conferred by this Debenture, either expressly or impliedly upon a Receiver of the Security Assets, may be exercised after the security hereby created becomes enforceable by the Bank in relation to the whole of the Security Assets, or any part thereof without first appointing a Receiver thereof, or notwithstanding the appointment of a Receiver thereof.

8.5 All money received by the receiver shall after providing for all costs and expenses incurred in carrying out the sale or disposal of the property and assets hereby charged and in carrying on the business of the Company be applied:-

FIRSTLY in payment of all costs charges and expenses of and incidental to the

appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver;

SECONDLY in or towards payment to the Bank of all interest which has accrued and remains owing under this debenture and all charges due under this Debenture;

THIRDLY in or towards payment to the Bank of all principal moneys owing on any account in respect of this debenture and remaining unpaid; and

FOURTHLY in payment of any surplus to the Company and all other persons entitled thereto.

9.0 FURTHER ASSURANCES

9.1 The Borrower shall execute and do all such assurances, acts and things as the Bank in its absolute discretion may require for:

- (a) Perfecting or protecting the security created, or intended to be created, by this Debenture.
- (b) Preserving or protecting any of the rights of the Bank under this Debenture.
- (c) Facilitating the appropriation or realization of the Security Assets or any part thereof, and enforcing the security constituted by this Debenture on, or at any time after the same shall have become enforceable.
- (d) The exercise of any power, authority or discretion vested in the Bank under this Debenture.

In any such case forthwith, upon demand by the Bank and at the expense of the Borrower.

10.0 POWER OF ATTORNEY

10.1 The Borrower, by way of security and in order more fully to secure the performance of the Borrower's obligations under this Debenture, hereby irrevocably appoints the Bank as its attorney for the duration of the Security Period for the purposes of:

- (a) Doing in its name all acts and executing, signing, and if required, registering in its name all documents which the Borrower itself could do, execute, sign or register in relation to the Security Assets.
- (b) Executing, signing, perfecting, doing, and if required, registering every such further assurance, document, act or thing as is referred to under this Debenture.

10.2 The exercise by the Bank of such power shall be conclusive evidence of its right to exercise the same.

11.0 INDEMNITIES

11.1 The Borrower will indemnify and hold harmless the Bank and each agent or attorney appointed under or pursuant to this Debenture from and against any and all expenses, claims, liabilities, losses, taxes, costs, duties, fees and charges suffered, incurred or made by the Bank or such agent or attorney:

(a) In the exercise or purported exercise of any rights, powers or discretion vested in them pursuant to this Debenture.

(b) In the preservation or enforcement of the Bank's rights under this Debenture.

(c) On the release or any part of the Security Assets from the security created by this Debenture.

And the Bank or such agent or attorney may retain and pay all sums in respect of the same out of money received under the powers conferred by this Debenture. All amounts recoverable by the Bank or such agent or attorney shall be recoverable on a full indemnity basis.

11.2 If under any Applicable Law or Regulation, and whether pursuant to a judgment being made or registered against the Borrower or the liquidation of the Borrower or for any other reason any payment under or in connection with this Debenture is made or falls to be satisfied in a currency (the "payment currency") other than the currency in which such payment is due under or in connection with this Debenture (the "contractual currency"), then to the extent that the amount of such payment actually received by the Bank, when converted into the contractual currency at the rate of exchange, falls short of the amount due under or in connection with this Debenture, the Borrower, as a separate and independent obligation, shall indemnify and hold harmless the Bank against the amount of such shortfall. For the purposes of this Clause, "rate of exchange" means the rate at which the Bank is able on or about the date of such payment to purchase the contractual currency with the payment currency, and shall take into account any premium and other costs of exchange with respect thereto.

12.0 EXPENSES AND TAXES

12.1 The Borrower shall pay to the Bank, on demand, all reasonable costs, fees and expenses including, but not limited to, legal fees and expenses incurred by the Bank or for which the Bank may become liable in connection with the preserving or enforcing of, or attempting to preserve or enforce, any of its rights under this Debenture

12.2 The Borrower shall pay to the Bank on demand all reasonable costs, fees and expenses including, but not limited to, legal fees and expenses incurred by the Bank in connection with:

(a) Any variation of, or amendment or supplement to, any of the terms of this Debenture.

(b) Any consent or waiver required from the Bank in relation to this Debenture.

In each case, regardless of whether the same is actually implemented, completed or granted, as the case may be.

13.0 COMMUNICATIONS

13.1 Every notice, demand, or other communication under this Debenture shall be in writing, and may be delivered personally or by letter dispatched as follows:

FOR THE BANK

Managing Director,
Tanzania Agriculture Development Bank,
4th Floors, Acacia Estates, 84 Kinondoni Road,
P. O. Box 63372,
DAR ES SALAAM, TANZANIA.
Telephone: +255 22 292 3501
E-mail: info@tadb-kilimo.co.tz,
Website: www.tadb-kilimo.co.tz

FOR THE BORROWER

The Managing Director,
Tanga Fresh Limited,
P.O. Box 5061,
Tanga.

13.2 Every notice, demand, or other communication, if sent by registered post, shall be deemed to have been received 5 (five) days after posting notwithstanding that it be undelivered or returned undelivered, and in proving such service it shall be sufficient to prove that the notice or demand or such other communication was properly addressed and sent by registered post.

13.3 Any notices demands or other communication as aforesaid to be given by the Bank may be made by a Manager of the Bank or by any person or firm acting as lawyers for the Bank.

13.4 A certificate or determination of the Bank as to any matter provided for in this Debenture shall be, in the absence of manifest error, conclusive and binding on the Borrower.

14.0 ASSIGNMENTS

14.1 This Debenture shall be binding upon, and shall ensure to the benefit of, the Bank and the Borrower, and their respective successors and assigns and references in this Debenture, to either of them shall be construed accordingly, provided that the Borrower may not assign or transfer all or any part of its rights and/or obligations under this Debenture.

14.2 The Bank may assign or transfer all or any part of its rights or obligations under this Debenture to any assignee or transferee of all or a similar proportion of its rights and/or obligations under this Debenture, or change its lending office without the consent of the Borrower. The Bank shall notify the Borrower promptly following any such assignment, transfer or change.

15.0 MISCELLANEOUS

15.1 Each of the provisions of this Debenture is severable and distinct from the others, and if at any time one or more of such provisions is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

15.2 The Borrower agrees to be bound by this Debenture notwithstanding that any guarantees or charges herein contained may be determined or become invalid or unenforceable against the Borrower whether or not the deficiency is known to the Bank. The Bank shall be at liberty to release the Borrower from this Debenture and to compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangement with the Borrower without prejudicing or affecting the rights and remedies of the Bank.

15.3 Time shall be of the essence in this Debenture. No delay or omission on the part of the Bank in exercising any right, power or remedy under this Debenture shall impair such right, power or remedy or be construed as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof, or the exercise of any other right, power or remedy. The rights, powers, and remedies herein provided are cumulative and not exclusive of any rights, powers and remedies provided by law, and may be exercised from time to time and as often as the Bank deem expedient.

15.4 Any waiver by the Bank of any terms of this Debenture, or any consent or approval given by the Bank hereunder, shall only be effective if given in writing and then only for the purpose and upon the terms for which it is given.

15.5 The Bank, at any time and from time to time, may delegate by power of attorney, or in any other manner, to any person or persons all or any of the powers, authorities and discretion, which are for the time being exercisable by the Bank under this Debenture in relation to the Security Assets or any part thereof. Any such delegation may be made upon such terms and subject to such regulations as the Bank may think fit. The Bank shall not be in any way liable or responsible to the Borrower for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate.

15.6 It is hereby certified that neither the execution of this Debenture, nor the creation of the guarantees and charges herein contained, contravenes any of the provisions of the Memorandum and Articles of Association of the Borrower.

16.0 LAW AND JURISDICTION

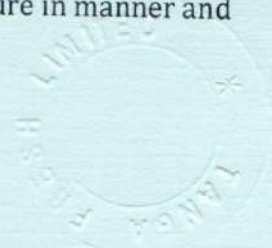
- 16.1 This Debenture is governed by and shall be construed in accordance with Tanzanian law.
- 16.2 The Borrower irrevocably agrees for the exclusive benefit of the Bank that the High Court of Tanzania Commercial Division shall have jurisdiction to hear and determine any suit, action, or proceeding, and to settle any dispute which may arise out of or in connection with this Debenture, and for such purposes irrevocably submits to the non-exclusive jurisdiction of such Court.
- 16.3 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, either concurrently or not (unless precluded by applicable law).
- 16.4 The Borrower irrevocably waives any objection which it may have, now or in the future, to the High Court of Tanzania Commercial Division being nominated for the purpose of this Clause on the grounds of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof the Parties hereunto have executed this Debenture in manner and on the dates hereinafter appearing.

THE BORROWER

SEALED with the COMMON SEAL and DELIVERED
at TANGA by the said
TANGA FRESH LIMITED in our
presence this 29 day of SEP 2020.

SEAL



Signature:

[Handwritten Signature]

Name:

HAMIS M. MLEE

Postal Address:

**P.O. BOX 5061,
TANGA.**

Designation:

DIRECTOR

Signature:

[Handwritten Signature]

Name:

ALNOOR HUSSEIN

Postal Address:

**P.O. BOX 2517,
DAR ES SALAAM, TANZANIA.**

Designation:

DIRECTOR

THE BANK

SEALED with the COMMON SEAL and DELIVERED at DAR ES SALAAM by the said TANZANIA AGRICULTURAL DEVELOPMENT BANK LIMITED in our presence this 27 day of April, 2020.

SEAL



Signature: _____

[Handwritten Signature]

Name: **DERICK LUGEMALA**

Address: P. O. BOX 63372,
DAR ES SALAAM.

Designation: **ACTING MANAGING DIRECTOR**

Signature: _____

[Handwritten Signature]

Name: **WENDE MENGELE**

Address: P. O. BOX 63372,
DAR ES SALAAM.

Designation: **ACTING DIRECTOR OF CREDIT AND BUSINESS MANAGEMENT**

Signature: _____

[Handwritten Signature]

Name: **DR. EDSON P. RWECHUNGURA**

Address: P. O. BOX 63372,
DAR ES SALAAM.

Designation: **ACTING HEAD OF LEGAL SERVICES AND BOARD SECRETARY**

TANZANIA
Stamp Duty Shs. 10,000/-
PAID ON ORIGINAL
Receipt No. 373008 of 29/05/20
Stamp Duty Officer

TANZANIA
Stamp Duty Shs. 500/- Paid
Receipt No. 373008 of 29/05/20
Asst. Registrar of Companies