



CRDB BANK PLC

CRDB Headquarters,
Plot No.25 & 26 Ally Hassan Mwinyi Road &
Plot No.21 Barrack Obama Road
P.O. Box 268, 11101 Dar es Salaam, Tanzania
Tel: +255 (0) 22 211 7441 – 7
Fax: +255 (0) 22 211 6714
Email: info@crdbbank.co.tz
Website: <http://www.crdbbank.co.tz>

FACILITY LETTER

FROM

CRDB BANK PLC

TO

BASIC ELEMENT LIMITED

Drawn by:

CRDB Bank Plc
Head office
Azikiwe Street,
P. O. Box 268,
Dar es Salaam.

Dr. Ally H. Laay (Board Chairman), Mr. Abdulmajid M. Nsekela (Managing Director), Mr. Martin Steven Warioba (Member), Mr. Boniface Charles Muhegi (Member), Prof. Faustine K. Bee (Member), Mr. Hosea Ezekiel Kashimba (Member), Prof. Neema Munisi Mori (Member), Mr. Jes Klausby (Member), Dr. Fred Matola Msemwa (Member), Mr. Abdul Ally Mohamed (Member), Ms. Miranda Naiman Mpogolo (Member), Mr. Gerald Paul Kasaato (Member), Mr. John Baptist Rugambo (Secretary)

Date:23rd September,2021

Dear Borrower,

This is to inform you that, **CRDB Bank Plc** (hereinafter the Bank) has agreed to issue to **Basic Element Limited**, a company incorporated under the laws of Tanzania with registration number **69997** and having its registered office at **Mikocheni Industrial Area, Plot No. 53, Dar es Salaam** (hereinafter the Borrower), the facility(hereinafter the Facility) on the terms and conditions provided in this facility letter (hereinafter the Facility Letter) together with the Standard Terms and Conditions (collectively referred to as the "Facility Agreement").

1. THE FACILITY

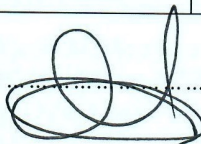
S/No.	Type	Amount
a)	Term Loan Facility	TZS 500,000,000/- (Say Tanzanian Shillings Five Hundred Million Only).
b)	Letter of Credit/Term Loan Facility	TZS 4,000,000,000/- (Say Tanzanian Shillings Four Billion Only)
c)	Overdraft Facility	TZS 1,500,000,000/- (Say Tanzanian Shillings One Billion Five Hundred Million Only)
Total		TZS 6,000,000,000/- (Say Tanzanian Shillings Six Billion Only)

2. TERMS AND CONDITIONS

2.1. Term Loan Facility

a)	Tenor	42 months from the date of first drawdown, inclusive of the Grace Period.
b)	Purpose	The Term Loan Facility shall be used by the Borrower to purchase 4 brand new light trucks, repair and maintenance of existing 4 light trucks and 14 heavy trucks of the Borrower (hereinafter the Purpose/Project).
c)	Interest rate	16% per annum
d)	Grace Period	6 months from the date of first drawdown.
e)	Repayment	Without prejudice to the continuous right of the Bank to demand repayment of all amounts due under this Facility Letter [upon an occurrence of an Event of Default as specified under the Facility Agreement], the outstanding Term Loan Facility and any interest accrued thereon from time to time, shall be repaid in equal monthly installments as per the indicative repayment schedule attached as Annex II .

Initials: Bank



Borrower



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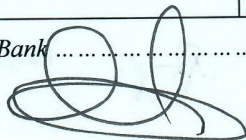
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		Interest during the Grace Period shall be capitalized and form part of the Term Loan Facility.
f)	Drawdown	The Term Loan Facility shall be disbursed in tranches and paid directly to the suppliers of trucks and service centres, upon submission of original invoices or any other document accepted by the Bank.
g)	Specific Terms	N/A

2.2. Letter of Credit/Term Loan Facility (LC/TL)

a.	Tenor	66 months from the date of first drawdown, inclusive of the Grace Period.
b.	Purpose	The LC/TL shall be used by the Borrower to finance purchase of (i) a complete unit for paddy milling, polishing and packing, (ii) a complete unit for cleaning, polishing and packing milling plant, (iii) a complete unit of polypropylene woven bags production line, (iv) a 80 feet weighbridge (collectively to be referred to as the “ Plants and Machinery ”); and (v) shipment costs, post charges and other related expenses, for expansion and upgrading of the Borrower’s manufacturing facilities (hereinafter the Purpose/Project).
c.	Interest rate	16% per annum.
d.	Commission (if operated as LC)	1% per quarter or part thereof [Exclusive of VAT].
e.	Grace Period	6 months from the date of first drawdown.
f.	Repayment	Without prejudice to the continuous right of the Bank to demand repayment of all amounts due under this Facility Letter [upon an occurrence of an Event of Default as specified under the Facility Agreement], the outstanding Facility and any interest accrued thereon from time to time, shall be repaid in full on or before the Expiry Date of the Facility, as indicated in Clause 2.1(a) above. Interest during the Grace Period shall be capitalized and form part of the LC/TL.
g.	Drawdown	The Facility shall be disbursed in tranches directly to the suppliers of the Plants and Machinery (the “ Supplier(s) ”) upon submission of original invoices or any other document acceptable to the Bank.
h.	Specific Terms	The LC/TL shall be used interchangeably as a usance letter of credit (LC) or a term loan facility provided always that the outstanding obligations/commitment do not exceed the Facility Amount indicated in Clause 1(b) herein. Upon maturity, each LC shall be paid directly to the Supplier(s).

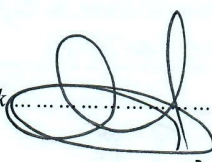
Initials: Bank Borrower Page 3 of 16




2.3. Overdraft Facility

a)	Tenor	12 months from the date of first drawdown.
b)	Purpose	The Overdraft Facility shall be used to finance purchase of 24,000 metric tons of maize and to meet milling operation costs.
c)	Interest rate	16% per annum.
d)	Repayment	The Facility shall be repayable on demand. Without prejudice to the continuous right of the Bank to demand repayment of all amounts due under this Facility Letter at any time, the outstanding Overdraft Facility and any interest accrued thereon from time to time, shall be repaid by the date falling 12 months from the date of disbursement unless the Bank did grant in writing the renewal of the Overdraft Facility or extension thereof.
e)	Specific Terms	<p>(i). Notwithstanding any provision to the contrary, the Overdraft Facility shall be available for utilization as follows: -</p> <p>(a) The procurement of maize shall be at ex-factory were the Bank's appointed collateral manager (the "Collateral Manager") will be stationed at the Borrower's warehouses situated on Plot No. 53, Mikochoeni Light Industrial Area, Kinondoni Municipality, Dar es Salaam City (the "Warehouse"). Payments to suppliers of maize shall be made directly to the suppliers' accounts once maize is received at the Warehouse and acknowledged by the Collateral Manager, by way of a delivery note and a report issued by the Collateral Manager.</p> <p>(b) Maize flour and by-products will also be under the Collateral Manager. The Borrower shall be permitted to utilize up to the amount of TZS 200,000,000/- (revolving), for financing daily operating costs such as distribution costs and payment of casual laborers.</p>

Initials: Bank.....



Borrower



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3. SECURITY

The Facility shall be secured by the following securities: -

S/No	Type of Charge and Description of Security	Documents of Title	Owner	Location
a)	A first ranking legal mortgage	CT No. 32516, LO. No. 49066	Basic Element Limited	Plot No. 53, Mikocheni Light Industrial Area, Kinondoni Municipality, Dar es Salaam City.
b)	Equitable mortgage	CT No. 15420 LR Mwanza LO No. 193751	Simon Agency Limited	Plot No. 1 Block 'R' Malampaka Urban Area
c)	A first ranking debenture over all assets of the Borrower registered to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.			
d)	Directors' guarantee executed by Robert Simon Kisenia and Florensia Mashauri Membe to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon..			
e)	Deed of assignment entered between the Bank and the Borrower for the assignment of contractual proceeds in connection with the contracts entered between the Borrower and TBL for:- (i) the supply of SMF pursuant to an agreement with Reference No.MAIZE&Milling_TBLPLC_BE_2020_21 (the "BEL Contracts") to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.			
f)	Deed of assignment entered between the Bank and UCT for the assignment of contractual proceeds in connection with the contract entered between the Borrower and UCT for warehouse services (the "UCT Contract") to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.			
g)	Specific debenture over plants, machineries and vehicles financed by the Bank as per the list attached as Annex IV.			
h)	Cross guarantee and indemnity executed by Simon Agency Limited and Universal Cargo Trans-shipment Holdings Limited to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.			

4. STOCK VERIFICATION, MONITORING AND RELEASE UNDER COLLATERAL MANAGEMENT ARRANGEMENT (CMA)

4.1. All the maize and maize flour stocks (the "Stocks") shall be under dual control of the Borrower and the independent collateral manager appointed by the Bank (the Collateral Manager). The Bank, Borrower and the Collateral Manager shall execute a tripartite agreement whereby the Collateral Manager shall undertake to control all the Stocks in the warehouses under the control of the Collateral Manager (Warehouses), and shall provide a daily/weekly stock reports to the Bank on the basis of which disbursement shall be made. The Collateral Manager shall check the

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quality of parchment and clean coffee taken into warehouses under his control as well for cocoa and avocado. All costs in respect of this collateral management shall be paid by the borrower.

4.2. The Stocks shall be release from the Warehouses on authorization by the Bank through a duly executed release order. The Bank shall allow the release of the Stocks and/or after receiving payments into the borrower's accounts. The Borrower shall account the sales of by-products against the release order through banking of daily sales.

5. SPECIFIC TERMS AND CONDITIONS

5.1. Conditions Precedent-N/A

5.2 Subsequent Conditions

As long as this Facility is outstanding, the Borrower agrees and undertakes: -

5.2.1 To submit The National Environment Management Council (NEMC)

6. FINANCIAL COVENANTS-N/A

7. NON-FINANCIAL COVENANTS

7.1. The Borrower agrees to use various products and services of the Bank (**the Bank's Products and Services**). These include but are not limited to internet banking platform for online transactions, trade finance products and services, employees benefit such as payroll system and employee loan scheme, insurance products, foreign exchange transactions and minimum account turnover with the Bank to be at least 85% of the total turnover of the Borrower based on the current financial statements of the Borrower.

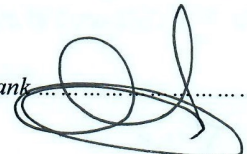
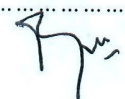
7.2. It is hereby agreed that at any point in time the Borrower may choose to exit any of the individual service or product upon issuance of a reasonable notice to the Bank. In that case, the Bank may, at its own discretion revoke and revise the preferential pricing offered to the Borrower, as a result of not using the Bank's Products and Services.

8. FEES AND CHARGES

The Borrower shall pay to the Bank the following fees (which shall be debited to the Borrower's loan account/current account with the Bank:

8.1. Facility Fees (to be collected upon signing of this Facility Letter) exclusive of VAT;

S/No	Type of Fees	Amount in TZS
a)	Facility Fees (1.25%)	75,000,000/-
b)	Application Fees (0.5%), max TZS 20,000,000/-	20,000,000/-

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c)	Legal Documentation Fees (<i>excluding registration fees</i>)	2,000,000/-
	(i). Facility Letter;	
	(ii). Directors guarantee;	
	(iii). Debenture deed; and	
	(iv). Mortgage deed.	
	TOTAL	97,000,000

8.2. Third party fees for legal documents, valuation and any other service to this Facility;

8.3. Stamp duty, registration and any government levies charged on loans; and

8.4. Such other fees as may be applicable on the Facility.

9. NOTICES AND COMMUNICATIONS

Save as the Bank may otherwise agree, all communications, notices by the parties, certificates, reports, information and documents given to the Bank in connection with this Facility shall be sent in writing in English or Kiswahili language at the addresses provided by the parties herein and addressed to the designated contact persons:

9.1. For the Bank

The Managing Director
CRDB Bank Plc
Head Office
Plot No. 25 & 26 Ally Hassan Mwinyi Road &
Plot No. 21 Barrack Obama Road
P.O. Box. 268,11101 Dar es Salaam

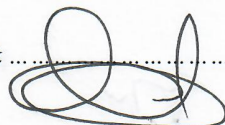
9.2. For the Borrower

The Managing Director
Basic Element Limited
Mikocheni Industrial Area, Plot No. 53
P.O. Box. 71800, Dar es Salaam

10. ACCEPTANCE TO BE PART OF THIS FACILITY LETTER

10.1. Unless agreed otherwise by the Bank, this Facility Letter may, terminate if not accepted and signed by the Borrower within thirty(30) days of the date hereof.

Initials: Bank




Borrower Page 7 of 16

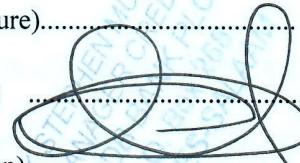


10.2. Upon the Borrower signing the Acceptance Clause provided herein, this Facility Letter together with the Standard Terms and Conditions shall constitute the complete agreement between the Bank and the Borrower and the Borrower shall henceforth be bound by the terms and conditions thereof.

10.3. Please signify acceptance of the foregoing by signing and returning to us the duly signed Facility Letter (3 originals).

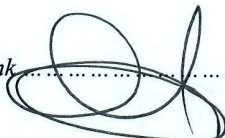
Yours Faithfully,

(Signature).....
(Name)
(Position).....
STANLEY JOSIAH SHIMWELA
SENIOR-MANAGER CREDIT
CRDB BANK PLC.
P. O. Box 268
DAR-ES-SALAAM

(Signature).....
(Name)
(Position).....
FRANK NJIRU
SENIOR-MANAGER CREDIT
CRDB BANK PLC.
DAR-ES-SALAAM

For and on behalf of **CRDB BANK PLC**

Initials: Bank



Borrower



ACCEPTANCE CLAUSE

We, **Basic Element Limited** having reviewed and understood the terms and conditions contained in this Facility Letter, hereby accept the said terms and conditions.

SEALED with the COMMON SEAL of the said
BASIC ELEMENT LIMITED and DELIVERED in
our presence this 24th day of SEPTEMBER, 2021. } SEAL



Full Name: ROBERT SIMON KISENA
Signature: [Signature]
Address: P. O. Box 71800
DAR-ES-SALAAM
Designation: DIRECTOR

Full Name: SIMON WILLIAM KISENA
Signature: [Signature]
Address: P.O. BOX
Designation: DIRECTOR/COMPANY SECRETARY

Initials: Bank [Signature] Borrower [Signature] Page 9 of 16

Annex-1

Certificate of Board Resolution to Borrow and Give Security

To: CRDB BANK PLC

P.O. BOX 268

DAR ES SALAAM

At a duly convened meeting of the Directors of **Basic Element Limited** held aton the day of 2021 it was **REPORTED** that CRDB Bank Plc (the Bank) agreed to make available the Facility to **Basic Element Limited** (the Company) the details of which are provided below under terms and conditions contained in the said Facility Agreement:

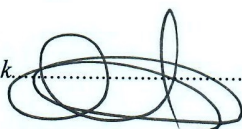
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Total		TZS 6,000,000,000/- (Say Tanzanian Shillings Six Billion Only)

It was further **REPORTED** that the following securities were to be created by the Company or procured to be created by third party security to secure the Facility:

List of Securities

S/No	Type of Charge and Description of Security	Documents of Title	Owner	Location
i)	A first ranking legal mortgage	CT No. 32516, LO. No. 49066	Basic Element Limited	Plot No. 53, Mikocheni Light Industrial Area, Kinondoni Municipality, Dar es Salaam City.
j)	Equitable mortgage	CT No. 15420 LR Mwanza LO No. 193751	Simon Agency Limited	Plot No. 1 Block 'R' Malampaka Urban Area
k)	A first ranking debenture over all assets of the Borrower registered to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.			
l)	Directors' guarantee executed by Robert Simon Kisena and Florensia Mashauri Member to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon..			
m)	Deed of assignment entered between the Bank and the Borrower for the assignment of contractual proceeds in connection with the contracts entered between the Borrower and			

Initials: Bank.....



Borrower.....

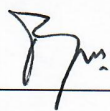



S/No	Type of Charge and Description of Security	Documents of Title	Owner	Location
	TBL for:- (i) the supply of SMF pursuant to an agreement with Reference No.MAIZE&Milling_TBLPLC_BE_2020_21 (the "BEL Contracts") to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.,,,			
n)	Deed of assignment entered between the Bank and UCT for the assignment of contractual proceeds in connection with the contract entered between the Borrower and UCT for warehouse services (the "UCT Contract") to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.			
o)	Specific debenture over plants, machineries and vehicles financed by the Bank as per the list attached as Annex IV.			
p)	Cross guarantee and indemnity executed by Simon Agency Limited and Universal Cargo Trans-shipment Holdings Limited to secure TZS 6,342,000,000/- plus interest, costs and other charges thereon.			

It was further REPORTED that each director will have to sign a personal guarantee for the payment of the Facility.

SIGNATORIES

The following directors/ company secretary/officers of the Company were authorized to execute the Facility Letter and related security documents of the Borrower:

S/N	Full Name	Position	Signature
1.	ROBERT SIMON KISENA	CHAIRMAN	
2.	SIMON WILLIAM KISENA	SECRETARY	
3.			

RESOLVED that:

- The Company is hereby authorized to borrow from CRDB Bank Plc as proposed and that it was in the best interests of the Company, within its powers and to its direct benefit, to borrow as proposed;
- It was in the best interests of the Company, within its powers and to its direct benefit to charge its assets in favor of the Bank and the Company is hereby authorized to charge its assets in favor of the Bank and/or procure the provision of third party securities") listed above;
- The terms of, and the transactions contemplated by, the Facility Agreement be and are hereby approved;
- The execution, delivery and performance of each of the Facility Agreement and related security documents by the Company is hereby authorized;

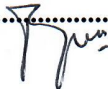
Initials: Bank.....


Borrower.....

- e) The signatories proposed be and are hereby authorized to sign and/or deliver Facility Agreement and any related security documents; and
- f) A certified copy of these resolutions be furnished to the Bank; and
- g) Accepting and becoming party to the Facility Agreement and so borrowing, guaranteeing or securing, as appropriate, the amounts made available thereunder would not cause any borrowing, guarantee or similar limit binding on the Borrower to be exceeded.

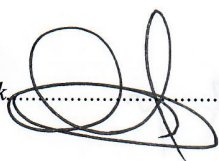
IT IS HEREBY CERTIFIED that the above is a true extract from the minutes of the meeting of the Board of Directors and that such resolutions will not infringe any restrictions on borrowing of monies and/or the creation and issue of any security or guarantees.

SEALED with the COMMON SEAL of BASIC ELEMENT LIMITED and Certified by:

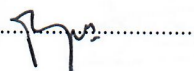
Name: ROBERT SIMON KISENA
 Signature: 
 Designation: Chairman

Name: SIMON WILLIAM KISENA
 Signature: 
 Designation: Secretary

Initials: Bank



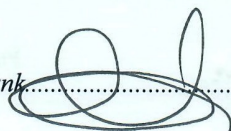
Borrower



Annex II-Repayment Schedule

SN	MONTH/	YEAR	OPENING	AMOUNT REPAID			CLOSING
	MONTHS		LOAN	PRINCIPAL	INTEREST	INSTALLMENT	BALANCE
1	April	2022	540,000,000	5,931,751	7,200,000	13,131,751	534,068,249
2	May	2022	534,068,249	6,010,841	7,120,910	13,131,751	528,057,408
3	June	2022	528,057,408	6,090,985	7,040,765	13,131,751	521,966,423
4	July	2022	521,966,423	6,172,199	6,959,552	13,131,751	515,794,224
5	August	2022	515,794,224	6,254,495	6,877,256	13,131,751	509,539,730
6	September	2022	509,539,730	6,337,888	6,793,863	13,131,751	503,201,842
7	October	2022	503,201,842	6,422,393	6,709,358	13,131,751	496,779,449
8	November	2022	496,779,449	6,508,025	6,623,726	13,131,751	490,271,424
9	December	2022	490,271,424	6,594,799	6,536,952	13,131,751	483,676,626
10	January	2023	483,676,626	6,682,729	6,449,022	13,131,751	476,993,897
11	February	2023	476,993,897	6,771,832	6,359,919	13,131,751	470,222,064
12	March	2023	470,222,064	6,862,123	6,269,628	13,131,751	463,359,941
13	April	2023	463,359,941	6,953,618	6,178,133	13,131,751	456,406,323
14	May	2023	456,406,323	7,046,333	6,085,418	13,131,751	449,359,990
15	June	2023	449,359,990	7,140,284	5,991,467	13,131,751	442,219,705
16	July	2023	442,219,705	7,235,488	5,896,263	13,131,751	434,984,217
17	August	2023	434,984,217	7,331,961	5,799,790	13,131,751	427,652,256
18	September	2023	427,652,256	7,429,721	5,702,030	13,131,751	420,222,535
19	October	2023	420,222,535	7,528,784	5,602,967	13,131,751	412,693,751
20	November	2023	412,693,751	7,629,167	5,502,583	13,131,751	405,064,584
21	December	2023	405,064,584	7,730,890	5,400,861	13,131,751	397,333,694
22	January	2024	397,333,694	7,833,968	5,297,783	13,131,751	389,499,726
23	February	2024	389,499,726	7,938,421	5,193,330	13,131,751	381,561,305
24	March	2024	381,561,305	8,044,267	5,087,484	13,131,751	373,517,038
25	April	2024	373,517,038	8,151,524	4,980,227	13,131,751	365,365,514
26	May	2024	365,365,514	8,260,211	4,871,540	13,131,751	357,105,304
27	June	2024	357,105,304	8,370,347	4,761,404	13,131,751	348,734,957
28	July	2024	348,734,957	8,481,951	4,649,799	13,131,751	340,253,005
29	August	2024	340,253,005	8,595,044	4,536,707	13,131,751	331,657,961
30	September	2024	331,657,961	8,709,645	4,422,106	13,131,751	322,948,317
31	October	2024	322,948,317	8,825,773	4,305,978	13,131,751	314,122,543
32	November	2024	314,122,543	8,943,450	4,188,301	13,131,751	305,179,093
33	December	2024	305,179,093	9,062,696	4,069,055	13,131,751	296,116,397
34	January	2025	296,116,397	9,183,532	3,948,219	13,131,751	286,932,865
35	February	2025	286,932,865	9,305,979	3,825,772	13,131,751	277,626,885
36	March	2025	277,626,885	9,430,059	3,701,692	13,131,751	268,196,826
37	April	2025	268,196,826	9,555,793	3,575,958	13,131,751	258,641,033
38	May	2025	258,641,033	9,683,204	3,448,547	13,131,751	248,957,829
39	June	2025	248,957,829	9,812,313	3,319,438	13,131,751	239,145,516
40	July	2025	239,145,516	9,943,144	3,188,607	13,131,751	229,202,372
41	August	2025	229,202,372	10,075,719	3,056,032	13,131,751	219,126,653

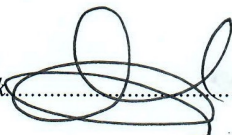
Initials: Bank.....



Borrower.....



42	September	2025	219,126,653	10,210,062	2,921,689	13,131,751	208,916,591
43	October	2025	208,916,591	10,346,196	2,785,555	13,131,751	198,570,395
44	November	2025	198,570,395	10,484,146	2,647,605	13,131,751	188,086,249
45	December	2025	188,086,249	10,623,934	2,507,817	13,131,751	177,462,315
46	January	2026	177,462,315	10,765,587	2,366,164	13,131,751	166,696,728
47	February	2026	166,696,728	10,909,128	2,222,623	13,131,751	155,787,600
48	March	2026	155,787,600	11,054,583	2,077,168	13,131,751	144,733,018
49	April	2026	144,733,018	11,201,977	1,929,774	13,131,751	133,531,040
50	May	2026	133,531,040	11,351,337	1,780,414	13,131,751	122,179,703
51	June	2026	122,179,703	11,502,688	1,629,063	13,131,751	110,677,015
52	July	2026	110,677,015	11,656,057	1,475,694	13,131,751	99,020,958
53	August	2026	99,020,958	11,811,471	1,320,279	13,131,751	87,209,486
54	September	2026	87,209,486	11,968,958	1,162,793	13,131,751	75,240,529
55	October	2026	75,240,529	12,128,544	1,003,207	13,131,751	63,111,985
56	November	2026	63,111,985	12,290,258	841,493	13,131,751	50,821,727
57	December	2026	50,821,727	12,454,128	677,623	13,131,751	38,367,599
58	January	2027	38,367,599	12,620,183	511,568	13,131,751	25,747,417
59	February	2027	25,747,417	12,788,452	343,299	13,131,751	12,958,965
60	March	2027	12,958,965	12,958,965	172,786	13,131,751	0
Total				540,000,000	247,905,051	787,905,051	18,052,878,793

Initials: Bank 

Borrower 

Annex III-Repayment Schedule

LOAN REPAYMENT SCHEDULE						
LOAN AMOUNT IN TSH		4,000,000,000.00				
REPAYMENT PERIOD IN MONTHS:		60				
INTEREST RATE P/A:		16%				
Grace period		6 months				
MONTH/	YEAR	OPENING LOAN		AMOUNT REPAID		CLOSING
		BALANCE	PRINCIPAL	INTEREST	INSTALLMENT	BALANCE
April	2022	4,200,000,000	46,135,840	56,000,000	102,135,840	4,153,864,160
May	2022	4,153,864,160	46,750,984	55,384,855	102,135,840	4,107,113,176
June	2022	4,107,113,176	47,374,331	54,761,509	102,135,840	4,059,738,845
July	2022	4,059,738,845	48,005,989	54,129,851	102,135,840	4,011,732,856
August	2022	4,011,732,856	48,646,068	53,489,771	102,135,840	3,963,086,788
September	2022	3,963,086,788	49,294,683	52,841,157	102,135,840	3,913,792,105
October	2022	3,913,792,105	49,951,945	52,183,895	102,135,840	3,863,840,160
November	2022	3,863,840,160	50,617,971	51,517,869	102,135,840	3,813,222,189
December	2022	3,813,222,189	51,292,877	50,842,963	102,135,840	3,761,929,311
January	2023	3,761,929,311	51,976,782	50,159,057	102,135,840	3,709,952,529
February	2023	3,709,952,529	52,669,806	49,466,034	102,135,840	3,657,282,723
March	2023	3,657,282,723	53,372,070	48,763,770	102,135,840	3,603,910,653
April	2023	3,603,910,653	54,083,698	48,052,142	102,135,840	3,549,826,955
May	2023	3,549,826,955	54,804,814	47,331,026	102,135,840	3,495,022,141
June	2023	3,495,022,141	55,535,545	46,600,295	102,135,840	3,439,486,596
July	2023	3,439,486,596	56,276,019	45,859,821	102,135,840	3,383,210,578
August	2023	3,383,210,578	57,026,366	45,109,474	102,135,840	3,326,184,212
September	2023	3,326,184,212	57,786,717	44,349,123	102,135,840	3,268,397,495
October	2023	3,268,397,495	58,557,207	43,578,633	102,135,840	3,209,840,288
November	2023	3,209,840,288	59,337,969	42,797,871	102,135,840	3,150,502,319
December	2023	3,150,502,319	60,129,142	42,006,698	102,135,840	3,090,373,177
January	2024	3,090,373,177	60,930,864	41,204,976	102,135,840	3,029,442,313
February	2024	3,029,442,313	61,743,276	40,392,564	102,135,840	2,967,699,037
March	2024	2,967,699,037	62,566,519	39,569,320	102,135,840	2,905,132,517
April	2024	2,905,132,517	63,400,740	38,735,100	102,135,840	2,841,731,778
May	2024	2,841,731,778	64,246,083	37,889,757	102,135,840	2,777,485,695
June	2024	2,777,485,695	65,102,697	37,033,143	102,135,840	2,712,382,998
July	2024	2,712,382,998	65,970,733	36,165,107	102,135,840	2,646,412,264
August	2024	2,646,412,264	66,850,343	35,285,497	102,135,840	2,579,561,921
September	2024	2,579,561,921	67,741,681	34,394,159	102,135,840	2,511,820,240
October	2024	2,511,820,240	68,644,903	33,490,937	102,135,840	2,443,175,337
November	2024	2,443,175,337	69,560,169	32,575,671	102,135,840	2,373,615,168
December	2024	2,373,615,168	70,487,638	31,648,202	102,135,840	2,303,127,531
January	2025	2,303,127,531	71,427,473	30,708,367	102,135,840	2,231,700,058
February	2025	2,231,700,058	72,379,839	29,756,001	102,135,840	2,159,320,219
March	2025	2,159,320,219	73,344,904	28,790,936	102,135,840	2,085,975,315
April	2025	2,085,975,315	74,322,836	27,813,004	102,135,840	2,011,652,479
May	2025	2,011,652,479	75,313,807	26,822,033	102,135,840	1,936,338,673
June	2025	1,936,338,673	76,317,991	25,817,849	102,135,840	1,860,020,682
July	2025	1,860,020,682	77,335,564	24,800,276	102,135,840	1,782,685,117
August	2025	1,782,685,117	78,366,705	23,769,135	102,135,840	1,704,318,413
September	2025	1,704,318,413	79,411,594	22,724,246	102,135,840	1,624,906,818
October	2025	1,624,906,818	80,470,416	21,665,424	102,135,840	1,544,436,402
November	2025	1,544,436,402	81,543,355	20,592,485	102,135,840	1,462,893,048
December	2025	1,462,893,048	82,630,599	19,505,241	102,135,840	1,380,262,449
January	2026	1,380,262,449	83,732,341	18,403,499	102,135,840	1,296,530,108
February	2026	1,296,530,108	84,848,772	17,287,068	102,135,840	1,211,681,336
March	2026	1,211,681,336	85,980,089	16,155,751	102,135,840	1,125,701,248
April	2026	1,125,701,248	87,126,490	15,009,350	102,135,840	1,038,574,758
May	2026	1,038,574,758	88,288,176	13,847,663	102,135,840	950,286,581
June	2026	950,286,581	89,465,352	12,670,488	102,135,840	860,821,229
July	2026	860,821,229	90,658,224	11,477,616	102,135,840	770,163,006
August	2026	770,163,006	91,867,000	10,268,840	102,135,840	678,296,006
September	2026	678,296,006	93,091,893	9,043,947	102,135,840	585,204,113
October	2026	585,204,113	94,333,118	7,802,722	102,135,840	490,870,994
November	2026	490,870,994	95,590,893	6,544,947	102,135,840	395,280,101
December	2026	395,280,101	96,865,439	5,270,401	102,135,840	298,414,662
January	2027	298,414,662	98,156,978	3,978,862	102,135,840	200,257,685
February	2027	200,257,685	99,465,737	2,670,102	102,135,840	100,791,947
March	2027	100,791,947	100,791,947	1,343,893	102,135,840	0
Total		4,200,000,000	1,928,150,393	6,128,150,393	140,411,279,499	

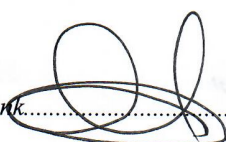
Initials: Bank.....

Borrower.....

Annex IV

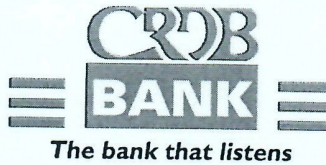
S/N	Details of Plants and Machinery
1.0	Flour and rice Polypropylene woven bag production line, to be purchased from Wenzhou Zhuding Machine Co. Ltd situated at Chuiyang Village, Aojiang Town, Pingyang County, Wenzhou City, Peoples Republic of China, using the proceeds of the Facility. The production line shall be located on Plot No. 22, 23 & 24 Mbagala
2.0	150TPD rice mill plant, to be purchased from Anyang Best Complete Machinery Engineering Co. Ltd, No.468, Xuange Road, Anyang City, Henan Province, China, using the proceeds of the Facility. The mill plant shall be located on Plot No. 1 Block 'R' Malampaka Urban Area
3.0	150TPD rice mill packaging plant, to be purchased from Anyang Best Complete Machinery Engineering Co. Ltd, No.468, Xuange Road, Anyang City, Henan Province, China, using the proceeds of the Facility. The mill plant shall be located on Plot No. 22, 23 & 24 Mbagala
4.0	3 x 24 weigh bridge, to be purchased from Anyang Best Complete Machinery Engineering Co. Ltd, No.468, Xuange Road, Anyang City, Henan Province, China, using the proceeds of the Facility. The mill plant shall be located on Plot No. 22, 23 & 24 Mbagala
5.0	1 Tata LP 909 Bus, 40 seat, to be purchased from Tata Africa Holdings (T) Limited
6.0	4 Tata LPT 709 Box Body, to be purchased from Tata Africa Holdings (T) Limited

Initials: Bank.....



Borrower.....





STANDARD TERMS AND CONDITIONS

The following terms and conditions shall apply to the Facility granted by the Bank pursuant to the Facility Letter. Unless otherwise defined, terms used in these Standard Terms and Conditions shall have the same meaning as those defined in the Facility Letter.

1. RATE OF INTEREST/COMMISSION/FEES

- 1.1. The rate of interest/commission or fees agreed in this Facility Agreement may be varied at any time by the Bank provided that the change of such interest shall be agreed in writing by the Bank and the Borrower.
- 1.2. A penalty of **five (5) percent** per annum above the interest rate shall be charged if the Borrower fails to pay any installment (principal and interest) due either in full or part thereof (for the Term Loan Facility), the Borrower exceeds the approved limit (for the Overdraft Facility). The word "penalty" means the amount on which the parties hereby agree as compensation in case of failure by the Borrower to repay any amount(s) due.
- 1.3. For the Term Loan Facility, principal and interest in arrears shall continue to accrue interest on the prevailing interest rate and shall be payable in the next scheduled installment.

2. DISBURSEMENT

- 2.1. Save as the Bank may otherwise agree, the Borrower shall not utilize the Facility until the Bank has confirmed that all the formalities required to secure the Facility have been duly completed and the security documents and other evidence listed herein, each in form and substance, have been received by the Bank and are to the satisfaction of the Bank.
- 2.2. After complying with the Pre-Disbursement Conditions indicated in this Facility Agreement, the Borrower shall request for disbursement of the Facility by submitting a disbursement request in writing to the Bank.
- 2.3. The Bank may on receipt of a disbursement request, disburse part or the whole amount of the Facility, as the case may be.

- 2.4. The Bank reserves the right to deny, suspend or cancel the Facility and demand full repayment of the Facility (with notice to the Borrower) if it comes to the knowledge of the Bank of any new information from a credit reference bureau or any other sources which, in the Bank's opinion, may affect the Facility repayment, operations, or performance of this Facility or any other credit facilities or obligation of the Borrower and/or Related Party. For the purposes of this Facility Agreement, a Related Party means any entity under the same control with the Borrower, or controlled by the Borrower, any person or entity which provides security herein and any guarantor(s) (if any) of the Borrower's obligations to the Bank under this Facility Agreement.

- 2.5. Prior to utilization of the Facility, the Borrower may cancel the Facility (without penalty) by giving not less than 14 days' notice in writing to the Bank, from the date of signing this Facility Agreement (the Cooling Off Period), specifying the amount to be cancelled and the cancellation date. The notice issued by the Borrower under this Clause shall be irrevocable.

Where relevant, any notice of cancellation of the Facility must be accompanied by evidence, in form and substance satisfactory to the Bank that the Borrower will have sufficient funds to meet the approved purpose of the Facility following such cancellation.

Any cancellation of the Facility after the expiry of the Cooling Off Period shall attract a cancellation fee at the rate specified in the Facility Letter.

- 2.6. The Facility amount disbursed shall not exceed the amount agreed upon in this Facility Agreement, except as provided for in Clause 9.1 of these Standard Terms and Conditions.

3. AVAILABILITY

Notwithstanding any other provision in the Facility Agreement, each Facility is uncommitted and accordingly it is made available to the Borrower at the Bank's sole discretion. The Bank shall have no obligation

Initials: Bank

Borrower

to make any advance, or to make available any part of the Facility, and shall have the right to reduce or cancel any Facility amount/limit or terminate the Facility at any time upon written notice to the Borrower.

4. PRE-DISBURSMENT CONDITIONS

Unless the Bank otherwise agrees in writing, the obligation of the Bank to make the disbursement is subject to the prior fulfilment, to the Bank's satisfaction in its sole discretion, of the following condition precedents:

- 4.1. Receipt by the Bank of a signed Facility Agreement and board resolution authorizing the Borrower to borrow and issue securities.
- 4.2. Signing and registration of all security documents listed in the Facility Letter.
- 4.3. The Borrower demonstrating to the Bank that adequate provisions have been made to meet its share of the Project costs as well as any costs overruns.
- 4.4. The Borrower operating a business account with the Bank.
- 4.5. Payment of all fees charged by the Bank and to meet all costs in connection with the preparation and execution of this Facility Agreement and related legal documents.
- 4.6. Evidence that all regulatory licenses, approvals and permits necessary for the operation of the business of the Borrower or the Project are valid and in place.
- 4.7. Submission of relevant payment certificates, purchase orders, supplier invoices or such other evidence in form and substance acceptable to the Bank and expressed to be payable directly to the supplier/contractor, where the proceeds of the Facility are used to purchase a machinery, equipment, or construction.
- 4.8. Submission by the Borrower of the following:-
 - 4.8.1. A loan application letter to the Bank;
 - 4.8.2. Latest search and clean report from the Registrar of Companies of the Borrower and any of its guarantors thereof;
 - 4.8.3. Latest filed annual returns of the Borrower and any of its guarantors thereof;
 - 4.8.4. The land search report from the Land Registry of all landed properties issued as security herein;
 - 4.8.5. Certified copies of Memorandum and Articles of Association of the Borrower and its guarantor(s) (if any);
 - 4.8.6. Evidence of payment of land rent and property tax of all properties issued as security herein;
 - 4.8.7. Valuation reports of all properties issued as security, undertaken by the Bank's appointed valuers and approved by the Chief Valuer (as defined in the Valuation and Valuers Registration Act) and of not more than 12 months from the date it was approved by the Chief Valuer;
 - 4.8.8. The insurance policies for all properties issued as security in favour of the Bank from an insurance company acceptable to the Bank with the assets insured against all risks and for their replacement value. The Bank shall be named loss payee or additional insured on the policies; and
 - 4.8.9. Tax clearance certificate of the Borrower.

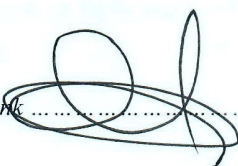
5. THE FACILITY

5.1. Term Loan Facility

The following terms and conditions shall apply to the Term Loan Facility (to the extent such facility is made available to the Borrower).

- 5.1.1. The Borrower agrees that the scope of the Project/Purpose upon which the Term Loan Facility was applied for and approved by the Bank shall not be

Initials: Bank Borrower



changed without a prior written approval of the Bank.

5.1.2. Upon request by the Bank, the Borrower shall promptly furnish a detailed schedule of implementation of the Project/Purpose to the Bank in a manner required by the Bank.

5.1.3. The Borrower agrees that the cost overruns (if any) in connection with the Project/Purpose shall be borne by the Borrower.

5.1.4. At the end of the credit period indicated in Clause 2 of the Facility Letter, the entire sum outstanding thereunder (if not recalled earlier), together with any interest accrued thereon shall be repaid by the Borrower in full.

5.1.5. Where the Term Loan Facility is disbursed in tranches, subsequent disbursements shall be upon the Bank being satisfied that: (i) previous disbursements were utilized for the approved purpose; (ii) no Event of Default has occurred or likely to occur or is continuing; and (iii) where the Bank is of the opinion that business or Project costs indicate that no more money is needed.

5.1.6. The Term Loan Facility amount drawn shall not exceed the Facility amount indicated in the Facility Letter.

5.2. **Overdraft Facility**

The following terms and conditions shall apply to the Overdraft Facility (to the extent such facility is made available to the Borrower).

5.2.1. The Borrower shall open or utilize an existing account held with the Bank for the purposes of operating the Overdraft Facility (Overdraft Facility Account) and into which all business proceeds regarding the business of the Borrower shall be made.

5.2.2. The Overdraft Facility Account shall be conducted satisfactorily at all times and within the approved limit. Authorization to overrun an Overdraft Facility Account limit shall be temporary, exceptional and non-renewable and shall be subject to the written approval of the Bank. Failure by the Borrower to operate the Overdraft Facility Account in a manner satisfactory to the Bank and within the approved limit shall amount to an Event of Default.

5.2.3. The Bank shall be entitled to debit from the Overdraft Facility Account or any of the Borrower's account, any or all charges incurred by or on behalf of the Borrower, including all costs, charges and expenses such as professional fees incurred by the Bank arising from or in connection with this Facility Agreement or any other facility granted by the Bank to the Borrower.

5.2.4. Interest shall accrue on the drawn portion of the Overdraft Facility at the Interest Rate specified in the Facility Letter.

5.2.5. Interest shall be paid in arrears on the Bank's usual charging dates monthly by debit to the Overdraft Facility Account. Interest shall accrue from day to day and be calculated on the basis of the actual number of days elapsed over a 365 day year in respect of amounts denominated in Tanzania Shillings, and a 360 day year in respect of amounts denominated in all other currencies (unless normal market practice for the Currency differs) and, if unpaid, be compounded on the Bank's normal monthly charging dates before as well as after any judgment.

5.2.6. If the Overdraft Facility is not renewed by the Bank, then the Overdraft Facility shall cease to be available and become fully payable

Initials: Bank

Borrower

on expiry of the duration indicated in the Facility Letter.

5.3. **Off Balance Sheet Facility**

The following terms and conditions shall apply to the Off Balance Sheet Facility (to the extent such facility is made available to the Borrower).

5.3.1. The Bank shall pay the guaranteed beneficiary on demand in conformity with the requirements of the guarantee instrument issued to the beneficiary (the Instrument) in which event the amount so paid shall be booked on the account of the Borrower as a balance sheet credit facility (the Loan) on such terms and conditions provided herein.

5.3.2. The Borrower shall immediately and without any delay pay to the Bank the amount which the Bank shall be demanded to pay as per guarantee/letter of credit requirements.

5.3.3. No Instrument may be issued under the Off Balance Sheet Facility if, as a result, the aggregate utilised amount outstanding would exceed the relevant Facility amount indicated in the Facility Letter.

5.3.4. The Borrower shall provide all information in connection with the relevant Instrument required by the Bank, including a duly completed written application on the Bank's standard form (to be provided to the Borrower upon request) and any other document the Bank may require from time to time.

5.3.5. No Instrument shall be issued by the Bank, unless the Bank is satisfied that such Instrument is:-

5.3.5.1. for a transaction acceptable to the Bank; and

5.3.5.2. is in favor of an acceptable person or entity.

6. **COVENANT TO PAY**

6.1. The Borrower shall pay to the Bank on demand all present and future monies, debts and liabilities due, owing or incurred by the Borrower to the Bank under this Facility Agreement.

6.2. The acceptance of any security by the Bank, shall not relieve, impair, limit or affect the Borrower's obligation to repay the Facility under this Facility Agreement.

6.3. The Borrower agrees that any failure by the Bank to take, perfect or enforce any security shall not discharge the liabilities or obligations of the Borrower under this Facility Agreement.

7. **REPAYMENT CURRENCY**

Unless agreed otherwise by the Bank in writing, the repayment of the Facility shall be in the currency in which the Facility was granted to the Borrower.

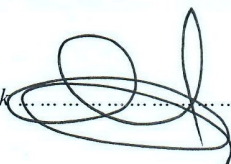
8. **SECURITY**

8.1. All securities charged herein shall be perfected and registered before utilization of the Facility is allowed, unless agreed otherwise by the Bank.

8.2. The properties pledged as security shall from time to time be subjected to valuation at the Borrower's cost to ensure that the value of security adequately covers the total outstanding exposure of the Facility by at least 154 percent. If at any time the value of securities shall fall below 154% of the outstanding exposure of the Facility, then the Borrower shall either prepay the amount of the Facility necessary to restore such ratio or provide additional security which in the reasonable opinion of the Bank is deemed satisfactory for restoring such ratio within 90 days from receipt of a written notice from the Bank.

8.3. In the event where the Borrower fails to comply with the provision of Clause 8.2 above, then the Borrower shall be obliged, compelled and/demanded to reduce the exposure to the required security adequacy level hereinabove within a period of 90 days, short of which the Bank shall be mandated to locate and identify

Initials: Bank



Borrower



any other alternative property or properties belonging to the Borrower and/or related entities and cause for an action to the court of competent jurisdiction for attaching the subject property or properties as security for the Facility or be entitled to recall the Facility and demand full repayment thereof.

8.4. The securities provided hereinabove to secure the indebtedness of the Borrower to the Bank shall be made available on cross collateralization basis to any other indebtedness of the Borrower and/or related entities that the Bank shall consider from time to time and that no discharge shall be allowed unless the entire exposure of Borrower and/or related entities is fully repaid or a prior approval has been sought to that effect.

9. FEES AND CHARGES

9.1. All fees and charges for registration of securities, valuation, insurance and any other fees, charges and expenses incurred in connection with this Facility Agreement shall be on account of the Borrower. If any fees or charges remain unpaid after their due date, the Bank shall have an automatic right to deduct such sum from any of the Borrower's account(s). In the event where the Borrower's account(s) contains insufficient fund to pay any fees and charges when due, the Bank will request the Borrower to pay an amount equal to the difference between the respective fee or charge and the account balance (if any) in full within 14 days after notification. If the Borrower fails to remit the amount requested, the Bank may opt to pay such fee, charge or expense on behalf of the Borrower and such expense(s) so paid shall be part of the Facility Amount under this Facility Agreement.

9.2. The Bank reserves the right to recover any of the above fees, charges and expenses by debiting the same from any of the Borrower's account(s) including the Facility account.

9.3. On each date on which this Facility Agreement requires an amount to be paid by the Borrower, it shall be paid from the Facility account established pursuant to the Facility Agreement or in any account of the Borrower.

10. REPRESENTATION AND WARRANTIES

The Borrower acknowledges that the Bank has entered into the Facility Agreement in reliance on the representations and warranties by the Borrower that:

10.1. It is [a corporation duly incorporated and] validly existing under the laws of Tanzania and has the corporate power to conduct its business as presently conducted and as proposed to be conducted and to enter into the Facility Agreement

10.2. It has the power to enter into, perform and deliver, and has taken all necessary action to obtain authority to enter into, perform and deliver the Facility Agreement and related security documents listed herein.

10.3. All financial statements of the Borrower disclosed to the Bank are true and correct at the relevant dates and for the respective period covered and have been prepared in conformity with accounting principles generally accepted in Tanzania; and that since the date the accounts were drawn up, the Borrower has not suffered any material adverse change in its business prospects nor has the Borrower incurred any substantial or unusual loss or liability.

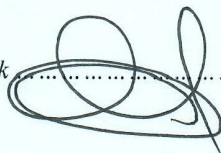
10.4. The Borrower is not in breach of or in default under any agreement to which it is a party.

10.5. The Borrower is not engaged in or threatened by any litigation, the outcome of which might adversely affect its financial position or the implementation of its obligations under the Facility Agreement.

10.6. Its shareholders' capital or any of its assets or business is not of illicit origins in terms of Tanzanian law and, in particular but not exclusive, is not related to drug trafficking, frauds, corruption, bribery, terrorism, organized crime, any other criminal activities.

10.7. The rights and remedies of the Bank in relation to any misrepresentation or breach of warranty to the Bank on the part of the Borrower shall not be prejudiced by any investigation by or on

Initials: Bank

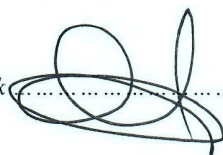


Borrower




- behalf of the Bank into the affairs of the Borrower.
- 10.8. Neither the acceptance of the Facility Agreement nor the performance of any of the Borrower's obligations thereunder conflict or shall violate the terms and conditions or provisions or constitute a default or require any consent under, any indenture, loan agreement or other agreement to which the Borrower is a party or by which it is bound or violate any of the terms or provisions of any judgment, decree or order or any statute, rule or regulation, if any, applicable to the Borrower.
- 10.9. Every consent, authorization or approval of governmental or public bodies or authorities required in connection with the execution, delivery, validity or enforceability of the Facility Agreement or the performance by the Borrower of its obligations hereunder or required to make the Facility Agreement admissible in evidence has, where applicable, been obtained and is in full force and effect.
- 10.10. The Borrower shall maintain an auditor acceptable to the Bank and shall notify the Bank if there are any changes to such appointment.
- 10.11. All information submitted by the Borrower to the Bank presents accurately its state of affairs and the financial position as at such date. The Borrower shall as part of its continuous obligations provide the Bank with copies of the financial information required as soon as they are available and not later than the relevant financial information delivery date and any other information which the Bank may request from time to time.
- 10.12. There has been no material adverse effect which in the opinion of the Bank shall materially affect the ability of the Borrower or any Related Party to perform its obligation under the Facility Agreement (Material Adverse Effect).
- 10.13. No Event of Default has occurred and is continuing.
- 10.14. Each of the foregoing representations and warranties in this Clause shall be deemed to be made as of the date hereof.
- 11. BORROWER'S COVENANTS**
- The Borrower agrees and undertakes that it shall: -
- 11.1. As long as the Facility is outstanding, provide the Bank with the following: -
- 11.1.1. Copies of its audited accounts as soon as they are available and not later than six months after financial year end.
- 11.1.2. Copies of quarterly management accounts thirty days after every quarter end.
- 11.1.3. A copy of its annual return filed with the Registrar of Companies as soon as it available.
- 11.1.4. A copy of tax clearance certificate issued by Tanzania Revenue Authority.
- 11.1.5. Copies of (quarterly/monthly) ageing analysis of stock and debtors information.
- 11.1.6. Proof of payment for rent due to the Ministry of Lands by not later than 31st July of each year for each property issued as security under the Facility Agreement, failure of which the Bank shall be at liberty to pay such rent on account of the Borrower.
- 11.1.7. Proof of payment for property tax due to the Tanzania Revenue Authority for each property issued as security under the Facility Agreement.
- 11.1.8. At least once in every three (3) years, valuation reports carried out by a valuer approved by the Bank in respect of any properties forming part of the security under the Facility Agreement. Notwithstanding the foregoing, the Bank reserves the right

Initials: Bank



Borrower



to demand any asset issued as security, to be professionally revalued by the Bank's approved valuer at the Borrower's expense where the Bank is of a reasonable opinion that the value of properties issued as security is below the agreed ratio provided for in Clause 8.2 herein.

- 11.1.9. Provide to the Bank with such other information as the Bank may reasonably request regarding the financial conditions, assets and operations of the Borrower or any Related Party.
- 11.2. Use the Facility only for the purpose specified in this Facility Letter.
- 11.3. Promptly inform the Bank of any circumstance or event which interferes or threatens to interfere with the performance of the Borrower or any Related Party of any of its obligations under this Facility Agreement or under any related security documents listed herein.
- 11.4. Not to issue or permit to subsist any encumbrance or otherwise other than the Bank charges, or part with, or otherwise dispose of or alienate any of the property and assets charged pursuant to this Facility Agreement without the prior written consent of the Bank.
- 11.5. Insure or cause to be insured and keep adequately insured to their full replacement value all the property and other insurable assets charged in favor of the Bank against such insurable risks, as should prudently be insured against or as the Bank may reasonably require, with reputable insurers acceptable to the Bank and to ensure that the Bank is endorsed in such insurance policies as "**FIRST LOSS PAYEE**" and furnishing the Bank with certified copies of such insurance policies: Provided that the Bank reserves the right to make payment of premium payable under insurance policies should the Borrower default and/or neglect to take or cause to be taken insurance policies as agreed herein and the costs incurred by the Bank in paying insurance premiums otherwise payable by the Borrower

or by a third party mortgagor of the Borrower, shall be borne by the Borrower.

- 11.6. Take all steps within its power to obtain, maintain and when necessary renew all rights, powers, privileges, licenses, consents approvals and agreements necessary for the conduct of its business.
- 11.7. Defend any action, claim or other proceedings in any court or tribunal brought against the Borrower and which may affect the business of the Borrower or any property issued as security under this Facility Agreement.
- 11.8. Immediately upon becoming aware of it, notify the Bank of any material litigation, arbitration or administrative proceeding pending or, to the best of its knowledge, information and belief, threatened against the Borrower or any Related Party.
- 11.9. Not to give any guarantees or credit to any third or related parties (other than normal business credit) or make any shareholders' loan repayments or advances or otherwise to shareholders or directors of the Borrower without the prior written consent of the Bank.
- 11.10. Allow the Bank to obtain any information, financial or otherwise, directly from the auditors, valuers, lenders and/or business consultants in the manner the Bank deems fit, without the need for a prior notice or approval of the Borrower.
- 11.11. Not to enter into any agreement with any third party on any matter whatsoever which may have adverse effect to the Bank or may render the Bank liable for anything agreed without the knowledge of the Bank.
- 11.12. Keep business and all its assets in good repair and condition and the Bank shall have the right to make periodic inspections of the such assets and properties.
- 11.13. To the extent applicable to the Borrower's business, to comply with environmental laws of Tanzania.

Initials: Bank  Borrower 

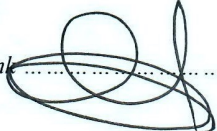

- 11.14. To execute and deliver security documents complete in all respects charging any property hereafter acquired by the Borrower as additional collateral when circumstances arise and the Borrower shall be obliged to do so.
- 11.15. Observe and comply with provisions of all applicable laws of Tanzania and warrants that all the necessary consents, resolution and formalities required for proper performance of this Facility Agreement and related security documents have been obtained or observed.
- 11.16. The Borrower shall not conduct any business with or enter into any business transaction involving any shareholder or any of its related company except on an arm's-length basis.
- 11.17. To file all tax returns and reports required by law to be filed and to pay (or provided adequate reserves for) all taxes due or, if respective tax assessments are challenged in good faith and the relevant challenge has suspensive effect, make appropriate provisions for the taxes to the extent required by the accounting standards.
- 11.18. Authorise the Bank to conduct stock/property inspection (including inspection of all securities taken by the Bank and the Borrowers business premises) and shall be carried out in frequencies dictated by the Bank's at mutually convenient times. All costs including travel and accommodation (if any) incurred in this exercise acting reasonable shall be for the account of the Borrower.
- 11.19. Authorise the Bank to appoint an auditor or consultant, for purposes of reviewing the Borrower's conduct, as the Bank shall deem fit, and at the Borrower's cost.
- 11.20. The Borrower shall not, without a prior written consent of the Bank, change its capital structure, memorandum and articles of association, shareholding, directorship or management and procure that its directors shall not without such consent permit any transfer of the shares in the Borrower.
- 11.21. The Borrower shall not restructure any of its other loan facilities with any other bank or

financial institution without a prior approval of the Bank of such restructuring.

- 11.22. The Borrower shall have the right at any time and from time to time to prepay the Facility in whole or in part. The Borrower shall notify the Bank in writing, at least 30 business days before the date of any such prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the amount to be prepaid. Each partial prepayment of the Facility shall be in a minimum amount of [*]. Any prepayments shall first be applied to interest, late charges and costs, if any, and then to principal of the Facility. Amounts prepaid pursuant to this clause may not be re-borrowed.

In the event of a prepayment, the Bank shall have the right to charge the Borrower a prepayment fee at a rate specified in the Facility Letter.

- 11.23. Channel all proceeds and receivables from its business through the Bank or where it has multi bank facilities, a pro rata share of its proceeds through the Bank. It shall engage the Bank for a fair share of any treasury, employee benefits and other banking business whenever feasible.
- 11.24. It shall not without the prior consent of the Bank, incur any capital expenditure.
- 11.25. It shall not pay its shareholders any dividend without the consent of the Bank which consent shall not be unreasonably withheld.
- 11.26. The Borrower shall not obtain any other credit facility from another bank or financial institution without giving notice to the Bank and obtaining the consent of the Bank. Any credit facility existing prior to the signing of the Facility Agreement should be communicated to the Bank in the loan application and such information should contain details of size, tenor, currency, repayment schedule, financial covenants and other relevant terms and securities encumbered. Failure to disclose such information constitutes an Event of Default.

Initials: Bank  Borrower 

11.27. Ensure that its obligations and liabilities under this Facility Agreement shall at all times rank (except in respect of statutory preferential debts) at least parri passu with all its present and future unsecured indebtedness.

11.28. Not dispose all or any part of their assets except where such disposal is made in the ordinary course of business

12. ENVIRONMENTAL COMPLIANCE

To the extent applicable to the Project/Purpose for which the Facility is sought, the Borrower shall:

12.1. At all times comply and observe all Tanzanian laws and international standards pertaining to environmental and social regulations.

12.2. At all times obtain, maintain and ensure compliance with all requisite environmental and social licences, certifications or permits and implement procedures to monitor and implement procedures to monitor compliance with and to prevent liability under the environmental, social laws and regulations of Tanzania or any other applicable international environmental laws in all material respects and design, build, operate and/or expand all of its current and future projects/businesses.

12.3. At all times be required to inform the Bank in writing should a relevant licence or permits or certification impacting social or environmental concerns expire or be revoked or in the event that the Borrower incurs a fine or disciplinary action for violation of such concerns or any Environmental Claim against the Borrower which is current, pending or threatened; and any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against the Borrower, and where the Environmental Claim ,if determined against the Borrower, has or is reasonably likely to have a Material Adverse Effect.

12.4. Provide a periodic report on environmental and social performance as may be required by the Bank.

12.5. Inform the Bank in the event of significant accidents and incidents, with potentially adverse environmental and social effects such as spills or workplace accidents resulting in death, serious or multiple injuries.

13. ENVIRONMENTAL CLAIMS

13.1. The Borrower shall promptly upon becoming aware of any Environmental Claim, inform the Bank in writing of:

13.1.1. Any Environmental Claim against the Borrower which is current, pending or threatened; and

13.1.2. Any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against the Borrower, and where the claim, if determined against the Borrower, has or is reasonably likely to have a Material Adverse Effect.

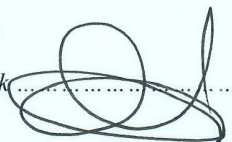
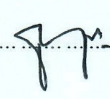
13.2. For the purpose of this Facility Agreement, Environmental Claim shall mean any and all actions, suits, orders, demand letters, claims, notices of non-compliance or violation or proceeding pursuant to any applicable environmental law.

14. EVENTS OF DEFAULT

14.1. Without prejudice to the generality of the foregoing, the balance of the Facility together with interest thereon and other charges payable under this Facility Agreement shall immediately become payable and fall due if:

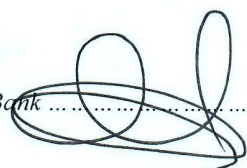

14.1.1. Failure by the Borrower to pay any instalment and such instalment continues to be outstanding for a period of more than thirty (30) days (for the Term Loan Facility).

14.1.2. There are no sufficient deposits in Overdraft Facility account for thirty (30) days consecutively or the deposit(s) made do not cover the charged interest (for an Overdraft Facility).

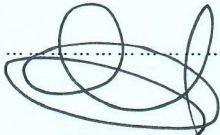

Initials: Bank  Borrower 

- 14.1.3. Failure by the Borrower to conduct the Overdraft Facility account in a manner satisfactory to the Bank and within the approved limit.
- 14.1.4. The Borrower defaults in observing or fulfilling any obligation to be observed or fulfilled by the Borrower under this Facility Agreement which, in the case of a default capable of remedy, shall continue for a period beyond thirty (30) days.
- 14.1.5. Any representation or warranty given or deemed to have been given or repeated by the Borrower in or in accordance with this Facility Agreement being found to have been incorrect in any material particular on the date it was given or deemed to have been given or repeated and has not, beyond thirty (30) days, been remedied, if capable of being remedied.
- 14.1.6. A resolution is passed or an order is made for the winding up of the business of the Borrower or Related Party, for administrative procedures, for the suspension or termination of its operations or for the distribution of any of its assets among all or any of its creditors.
- 14.1.7. The Borrower or Related Party is unable or deemed to be unable to pay debts as they fall due or admits in writing, the inability to pay debts as they fall due or any insolvency proceedings being taken in respect of the Borrower or Related Party.
- 14.1.8. A distress or execution either by court order, decree or process or otherwise is levied upon any part of the property and assets of the Borrower or Related Party or if the Borrower commits any act or default by reason of which any such distress or execution might be levied.
- 14.1.9. A receiver of the assets of (movable and immovable assets) of the Borrower, Related Party or of any part of property, or assets is appointed or any other step to enforce any security at any time granted by the Borrower are taken.
- 14.1.10. The amount or balance of any debt of the Borrower or Related Party including, without limitation, to any facility arrangement made by the Bank or other indebtedness of the Borrower or Related Party not being paid when due, becomes payable prior to its stated maturity by reason of default or by reason of any demand for immediate payment by any person entitled to the benefit thereof or any creditor of the Borrower or Related Party becomes entitled to declare any such debt or indebtedness due and payable prior to its stated maturity for any reason.
- 14.1.11. Any permission, license, consent, registration or authorization is withdrawn or cancelled, if such withdrawal or cancellation would, in the opinion of the Bank, have an adverse effect on the ability of the Borrower or Related to perform its obligations under this Facility Agreement.
- 14.1.12. The whole or any part of the assets of the Borrower or Related Party is nationalized, seized, expropriated, by the Government (or any agency, local government or any other authority) or is under the custody or control of thereof.
- 14.1.13. The Borrower moves or decides to move the business from the registered place in a manner which, in the opinion of the Bank, would adversely affect the business and the ability of the Borrower to perform obligations under this Facility Agreement.

Initials: Bank Borrower

- 14.1.14. The Borrower utilizing the whole or any part of the Facility for purpose other than the agreed purpose.
- 14.1.15. There is a material change of ownership and or management of the Borrower without a prior written approval of the Bank.
- 14.1.16. Any circumstance arises which, in the opinion of the Bank, has or may have a Material Adverse Effect on the ability of the Borrower to perform its obligations under this Facility Agreement.
- 14.1.17. The Borrower has failed or refused to submit to the Bank any required information under this Facility Agreement as and when required to do so.
- 14.1.18. The Borrower submitting false information to the Bank.
- 14.1.19. The security for which the Facility is given is in danger or impaired or the owner of the security is using the same in a manner that is inconsistent with the terms and conditions of this Facility Agreement or security documents.
- 14.1.20. The Borrower or a Related Party refuses access to the Bank or its agent to the business premises or property or asset forming security for the Facility.
- 14.1.21. Any default by the Borrower or a Related Party in observing or fulfilling any material obligation to be observed or fulfilled under this Facility Agreement which the Bank may, in its opinion, deem a default.
- 14.1.22. The Borrower fails, neglects or refuses to pledge additional security when demanded by the Bank or to provide additional security after the value of the security pledged is found to be inadequate to cover the Facility following revaluation of the existing security.
- 14.1.23. The death of any guarantor or guarantors whose property and/or other assets constitute the security unless the Borrower promptly provides alternative acceptable property and/or other assets which are sufficient to cover and replace the guarantor's property.
- 14.1.24. The Borrower makes significant change to the scope of the Project/Purpose or business without the consent of the Bank and such change (in the Bank's sole opinion) threatens the sustainable performance of the Borrower's business.
- 14.1.25. For the purposes of this Facility Agreement, an "Event of Default" means any event which, with the giving of notice, the lapse of time, the making of any determination (or any combination thereof) becomes an event of default or occurrence of which automatically accelerates the Facility repayment in the circumstances described as such in the Events of Default clause.
- 14.1.26. Upon the happening of an Event of Default and at any time thereafter (if such event is continuing) the Bank may, by written notice to the Borrower, have the right at any time to refuse to make any amount on the Facility available to the Borrower for any utilization and demand payment of the Facility already drawn by the Borrower together with interest charged thereon and other charges payable.
- 14.1.27. Should the Bank discover any damage to the properties or assets charged in its favor, it may in its discretion, demand full payment of the balance then outstanding and accrued interest thereon and other charges.

Initials: Bank  Borrower 

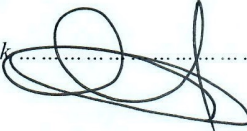

- 14.1.28. In the event of a default by the Borrower, and where the Bank is compelled to incur costs in taking loan recovery measures, all such costs incurred thereto by the Bank shall be borne by the Borrower.
- 14.2. In event of default and the Bank having issued demand for payment of the Facility, all contingent liabilities together with other indebtedness or liabilities shall immediately be due and payable whereupon the Bank may in addition to other rights herein call for cash cover and/or debit any of the Borrowers' account(s) for all such contingent liabilities.
- 14.3. In the event of default and the Borrower refuses, neglects or fails to cooperate with the Bank and to comply with the terms and conditions provided herein, the Bank reserves the right to publish in any newspaper the name of the Borrower and the amount due to the Bank with demand for the outstanding balance of the Facility together with interest charged thereon and other charges to be paid at a specified date if the Bank feels it is necessary to do so.

15. COSTS, EXPENSES AND FEES

- 15.1. The Borrower agrees to pay:
 - 15.1.1. All costs and expenses whatsoever including legal and auctioneers costs connected with the recovery or attempted recovery of moneys owing under this Facility Agreement.
 - 15.1.2. All costs and expenses for the protection of or in connection with any account(s) or assets of the Borrower, payable on demand, on a full indemnity basis, together with interest from the date those costs and expenses are incurred to the date of full payment at such rate as the Bank may prescribe (both before and after judgment).
- 15.2. The Bank shall have the right at any time to debit the Borrower's account with interest, commission, charges, fees and all monies arising from this Facility Agreement as well as

all amounts and sums of money mentioned in this Clause, payable by the Borrower. No such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Borrower's current account(s) or a waiver of any event of default under any agreement relating to the facilities). If such debiting causes the Borrower's account to be overdrawn beyond the permitted amount on the Facility, interest and any other applicable charges shall be payable accordingly.

- 15.3. The Bank reserves the right to recover any of the above fees, charges and expenses by debiting the same from any of the Borrower's account(s) including the Facility.
- 15.4. On each date on which this Facility Agreement requires an amount to be paid by the Borrower it shall be paid into the credit account established pursuant to this Facility Agreement or any of the Borrower's account.
- 15.5. All payments by the Borrower under this Facility, whether of principal, interest, fees, costs or otherwise, shall be made in full in immediately available funds, without set-off or counterclaim and free and clear of any deduction or withholding on account of tax or otherwise. If the Borrower is required by law to make any deduction or withholding from any payment due to the Bank, the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives a net sum equal to the sum which it would have received had no such deduction or withholding been required.
- 15.6. In the event of any change in applicable law or regulation or the existing requirements of, or new requirements being imposed by, any regulatory authority (whether or not having the force of law) which results in an increase to the Bank in the cost of funding, maintaining or making available the Facility or reduces the effective return to the Bank from the Facility, then the Borrower shall pay on demand such sum as may be certified by the Bank as being

Initials: Bank  Borrower 

necessary to compensate for such increased cost or such reduction.

16. RIGHT OF SET-OFF

16.1. The Bank shall be entitled (but shall not be obliged) at any time and without notice to the Borrower to combine, consolidate or merge all or any of the Borrowers' accounts and liabilities with and to the Bank anywhere and may transfer or set off any sums in credit in such accounts in or towards satisfaction of any of the Borrower's liabilities whether actual or contingent, primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is hereby authorized to effect any necessary conversions at the Banks' own rate of exchange then prevailing.

16.2. All payments required to be made by the Borrower shall be calculated without reference to any set-off or counter-claim and shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

17. ASSIGNMENT AND TRANSFER

17.1. This Facility Agreement shall be binding upon the parties and their respective subsequent successors.

17.2. The Borrower shall not assign or transfer all or any of its rights, benefits and obligations herein without a prior written consent of the Bank.

17.3. The Bank may, at any time, assign or transfer all or any of its rights and benefits herein to another bank or financial institution and may, as a result, disclose to any person to (or through) whom the Bank assigns (or may potentially assign) all or any of its rights, benefits and obligations herein; or with (or through) whom the Bank enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to this Facility Agreement or the Borrower; or to whom information may be required to be disclosed by any applicable law, such

information about the Borrower and the Facility with a prior written consent of the Borrower provided that such consent shall not be unreasonable withheld, delayed or conditioned.

18. INFORMATION DISCLOSURE

The Borrower agrees and authorizes the Bank to:

18.1. Inquire from any bank, financial institution or a licensed credit reference bureau to confirm any information provided by the Borrower.

18.2. Request information from any bank, financial institution or a licensed credit reference bureau when assessing and monitoring the performance of the Borrower at any time within the credit period.

18.3. Disclose information on the Borrower, the Facility and the performance of the Borrower under the Facility to any bank or financial institution or a credit reference bureau upon request without any further need to obtain consent from the Borrower.

19. DISPUTE RESOLUTION

The Borrower irrevocably submits to the exclusive jurisdiction of the Tanzanian courts with competent 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 Agreement or any other document relating to or incidental hereto.

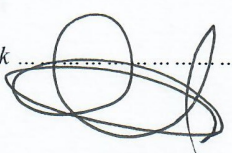

20. APPLICABLE LAW

This Facility Agreement shall be governed by and construed in accordance with laws of Tanzania.

21. MISCELLANEOUS

21.1. This Facility Agreement cannot be modified or amended except by written addendum document duly approved and signed by duly authorized persons of each of the parties.

21.2. The obligations of the Borrower (which expression shall include its successors and assignees) under this Facility Agreement shall remain so long as any money remains owing to

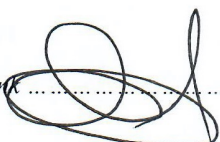

Initials: Bank  Borrower 

the Bank (or any successor or assignee or transferee of the Bank).

21.3. This Facility Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument: Provided that the effective date in this event shall be the date upon which the document is last signed.

22. Acceptance Form

We, the undersigned having been duly authorized by the Borrower, hereby confirm that we have read and fully understood the terms and conditions stipulated above

Initials: Bank  Borrower 

SEALED with the COMMON SEAL of the said Basic
Element Limited and DELIVERED in our presence this
24th day of SEPTEMBER 2021

SEAL



Full Name: ROBERT SIMON KISENA
Signature: [Signature]
Address: P. O. Box 71800
DAR-ES-SALAAM
Designation: DIRECTOR

Full Name: SIMON WILLIAM KISENA
Signature: [Signature]
Address: P.O. Box 71800
DSM
Designation: DIRECTOR/COMPANY SECRETARY

Initials: Bank [Signature] Borrower [Signature]