



The bank that listens

CRDB Bank PLC
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FACILITY LETTER

FROM

CRDB BANK PLC

TO

MUMANGI TRANS AND CONSTRUCTION COMPANY LIMITED

Drawn by:

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

Dr. Ally Hussein Laay (Board Chairman), Mr. Abdulmajid M. Nsekela (Managing Director), Mr. Martin Steven Warioba (Member), Ms. Rose Felix Metta (Member), Mr. Boniface Charles Muhegi (Member), Mr. Hosea Ezekiel Kashimba (Member), Prof. Neema Mushi Mofi (Member), Mr. Jes Klausby (Member), Prof. Faustine Karrani Bee (Member), Dr. Fred Matola Msemwa (Member), Mr. Abdul Ally Mohamed (Member), Ms. Ellen Gervas Rwijage, Mr. John Baptist Rugambo (Secretary)

Initials: Bank

Borrower

NGS

Date:01st November 2021

Dear Customer/Borrower,

This is to inform you that, **CRDB Bank Plc** (hereinafter the Bank) has agreed to issue to **Mumangi Trans and Construction Company Limited**, a company incorporated under the laws of Tanzania with registration number **61049** and having its registered office at **Mwanza** (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) | Installment Loan Facility | TZS 2,806,113,880/-(Say Tanzanian Shillings Two Billion Eight Hundred Six Million One Hundred Thirteen Thousand Eight Hundred Eighty Only) |

2. TERMS AND CONDITIONS

2.1. Installment Loan Facility

| | | |
|----|-----------------------|--|
| a) | Tenor | 36 months from the date of first drawdown. |
| b) | Purpose | Asset Acquisition to purchase the excavator, caterpillar, 10 tippers and two rollers (hereinafter the Purpose/Project) |
| c) | Interest rate | 18% per annum |
| d) | 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 equal semi-annual installments . |
| e) | Drawdown | The Facility shall be disbursed in a single tranche. |
| f) | Specific Terms | N/A |

3. SECURITY

The Facility shall be secured by the following securities: -

3.1. Security

| S/No | Type of Charge and Description of Security | Documents of Title | Owner | Location |
|------|---|--------------------|-------|----------|
| a) | A first ranking debenture over all assets of the Borrower registered to secure TZS 3,608,890,098.96/- | | | |

Initials: Bank.....

Borrower..... NGS

| S/No | Type of Charge and Description of Security | Documents of Title | Owner | Location |
|------|---|--------------------|-------|----------|
| b) | Specific debenture over one excavator, one caterpillar, 10 tippers and two rollers to be purchased and registered in the joint name of the Borrower and Bank to secure TZS 3,608,890,098.96/- | | | |
| c) | Director's guarantee and indemnity executed by Nyangureta Mumangi Nyakirang'ani and Mumangi Nyangureta Mumangi to secure TZS 3,608,890,098.96/- | | | |

4. SPECIFIC TERMS AND CONDITIONS

4.1. Conditions Precedent

In addition to the pre-disbursement conditions indicated in Clause 4 of the Standard Terms and Conditions, the Borrower must fulfil the following conditions prior to disbursement of the Facility: -

- 4.1.1. Payment of Insurance Premium Fees as per Clause 7.2 of this Facility Letter.
- 4.1.2. The Borrower conducting medical checkup at a health facility approved by the Bank, where the Facility amount is in excess of TZS 1,000,000,000/- or its equivalent, (if in another currency other than Tanzania Shillings).
- 4.1.3. To deposit with the Bank 30% of the invoice total value as equity contribution for the purchase.

4.2. Subsequent Conditions

As long as this Facility is outstanding, the Borrower agrees and undertakes to: -N/A

5. FINANCIAL COVENANTS- N/A

6. NON-FINANCIAL COVENANTS

- 6.1. 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.
- 6.2. 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.
- 6.3. The Borrower shall pay to the Bank a pre-payment fee at the rate of 2.54% per annum (exclusive of VAT), on the outstanding amount of the Facility, in the event of a prepayment of the Facility by the Borrower.

7. FEES AND CHARGES

- 7.1. 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 [**Exclusive of VAT**]): -

Initials: Bank..... 

Borrower..... .....NGS

| S/No | Type of Fees | Amount/Rate |
|------|---|--|
| a) | Facility Fees | 1% of the Facility amount |
| b) | Application Fees | TZS 500,000/- |
| c) | Legal Documentation Fees (excluding registration fees) | 0.75% of the Facility amount (maximum amount- TZS 474,576.27/-). |

7.2. Insurance premium fees covering credit life, fire and burglary at the rate of 1% of the Facility amount (the "Insurance Premium Fee"). The Insurance Premium Fee is payable annually in advances, and collected during the Facility disbursement, covering the entire Facility tenor indicated in Clause 2 of this Facility Letter. In case the Insurance Premium Fee is partially paid during the Facility disbursement, the remaining Insurance Premium Fees shall be debited from the Borrower's account.

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

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

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

8. 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:

8.1. For the Bank

The Managing Director
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

8.2. For the Borrower

Mumangi Trans and Construction Company Limited
P.O. Box 8192
Mwanza, Tanzania

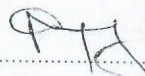
9. ACCEPTANCE TO BE PART OF THIS FACILITY LETTER

9.1. 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.....NGS

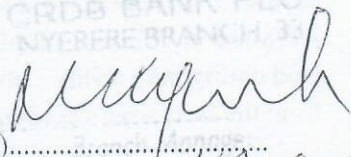


9.2. Upon the Borrower signing the Acceptance Clause provided herein, this Facility Letter together with the Standard Terms and Conditions shall constitute the complete agreement between the Bank and the Borrower and the Borrower shall henceforth be bound by the terms and conditions thereof.

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

Yours Faithfully,

(Signature).....
(Name)..... PETERO SHUNGU
(Position)..... Ag. M.B.N.

(Signature).....
(Name)..... MEDAD KAYONDO
(Position)..... B.M.

For and on behalf of CRDB BANK PLC

Initials: Bank.....

Borrower..........NGS

ACCEPTANCE CLAUSE

We, Mumangi Trans and Construction Company 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 MUMANGI TRANS AND CONSTRUCTION COMPANY LIMITED and DELIVERED in our presence this 02nd day of NOVEMBER, 2021

SEAL

Affix stamp duty



Full Name: NYANGURETA MUMANGI NYAKIRANGANI

Signature: [Handwritten Signature]

Address: MWANZA

Designation: DIRECTOR

Full Name: MUMANGI DAVID MUMANGI

Signature: [Handwritten Signature]

Address: MWANZA

Designation: DIRECTOR/COMPANY SECRETARY

Initials: Bank [Handwritten Initials]

Borrower [Handwritten Signature] NGS

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 **Mumangi Trans and Construction Company Limited** held at(venue) on the day of 2021 it was **REPORTED** that CRDB Bank Plc (the Bank) agreed to make available the Facility to **Mumangi Trans and Construction Company Limited** (the Company) the details of which are provided below under terms and conditions contained in the said Facility Agreement:

| S/No. | Type | Amount |
|-------|---------------------------|--|
| a) | Installment Loan Facility | TZS 2,806,113,880/-(Say Tanzanian Shillings Two Billion Eight Hundred Six Million One Hundred Thirteen Thousand Eight Hundred Eighty 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

Security

| S/No | Type of Charge and Description of Security | Documents of Title | Owner | Location |
|------|---|--------------------|-------|----------|
| a) | A first ranking debenture over all assets of the Borrower registered to secure TZS 3,608,890,098.96/- | | | |
| b) | Specific debenture over one excavator, one caterpillar, 10 tippers and two rollers to be purchased and registered in the joint name of the Borrower and Bank to secure TZS 3,608,890,098.96/- | | | |
| c) | Director's guarantee and indemnity executed by Nyangureta Mumangi Nyakirang'ani and Mumangi Nyangureta Mumangi to secure TZS 3,608,890,098.96/- | | | |

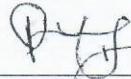

It was further **REPORTED** that each director will have to sign a personal guarantee for the payment of the Facility.

SIGNATORIES

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

Initials: Bank..... *ABdo*

Borrower..... *PTB*NGS

| S/N | Full Name | Position | Signature |
|-----|----------------------------|-----------|---|
| 1. | NYANGURETA M. NYAKIRANG'AI | DIRECTOR |  |
| 2. | MUMANGI DAVID MUMANGI | SECRETARY |  |
| 3. | | | |


RESOLVED that:

- a) 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;
- b) 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;
- c) the terms of, and the transactions contemplated by, the Facility Agreement be and are hereby approved;
- d) the execution, delivery and performance of each of the Facility Agreement and related security documents by the Company is hereby authorized;
- 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.

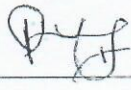

SEALED with the COMMON SEAL of MUMANGI TRANS AND CONSTRUCTION COMPANY LIMITED and Certified by:

Name: NYANGURETA M. NYAKIRANG'AI
 Signature: 
 Designation: Chairman

Name: MUMANGI DAVID MUMANGI/
 Signature: 
 Designation: Secretary

Initials: Bank..... 

Borrower.....  NGS

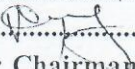
| S/N | Full Name | Position | Signature |
|-----|---------------------------|-----------|---|
| 1. | NYANGURETAM NYAKIPANG'AWI | DIRECTOR |  |
| 2. | MUMANGI DAVID MUMANGI | SECRETARY |  |
| 3. | | | |


RESOLVED that:

- a) 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;
- b) 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;
- c) the terms of, and the transactions contemplated by, the Facility Agreement be and are hereby approved;
- d) the execution, delivery and performance of each of the Facility Agreement and related security documents by the Company is hereby authorized;
- 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 **MUMANGI TRANS AND CONSTRUCTION COMPANY LIMITED** and Certified by:

Name: NYANGURETAM NYAKIPANG'AWI
Signature: 
Designation: Chairman

Name: MUMANGI DAVID MUMANGI
Signature: 
Designation: Secretary

Initials: Bank 

Borrower  NGS